

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**NINTH AMENDMENT TO AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES
PURSUANT TO RFP 16-086**

This Ninth Amendment to Agreement for Third Party Claims Administration Services Pursuant to RFP 16-086 ("Ninth Amendment") is made and entered into by and between FORT BEND COUNTY, TEXAS ("County"), a political subdivision of the state of Texas, and BOON CHAPMAN BENEFIT ADMINISTRATORS, INC., ("Boon Chapman"), a Texas corporation. County and Boon Chapman may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, on December 20, 2016, the Parties entered into that certain agreement for third party claims administration services for the Fort Bend County Medical, Dental, and Cafeteria plans pursuant to RFP 16-086 (the “Agreement”); and

WHEREAS, the Agreement was subsequently amended on or about September 26, 2017 (First Amendment), November 20, 2017 (Second Amendment), December 19, 2017 (Third Amendment), December 18, 2018 (Fourth Amendment), January 14, 2020 (Fifth Amendment), August 11, 2020 (Sixth Amendment), December 15, 2020 (Seventh Amendment), and January 4, 2022 (Eighth Amendment); and

WHEREAS, by the **First Amendment**, the Agreement was amended to add additional funds to the total maximum annual compensation paid to Boon Chapman; and

WHEREAS, by the **Second Amendment**, the Agreement was amended to (1) add Pharmacy Benefit Management Services to Section 1; (2) add the scope of work for such services as Exhibit "G"; (3) add Section 4.3 to authorize annual pricing/audit reconciliation of County's prescription drug claims for the prior contract year; and (4) add Exhibit "G" as sixth on the list of priorities for conflict resolution in Section 25; and

WHEREAS, by the **Third Amendment**, the Agreement was amended to (1) add Stop-Loss coverage services; (2) add the scope of work for such services as Exhibit “H”; (3) modify Section 5 – Limit of Appropriation; and (4) modify the order of the list of priorities for conflict resolution in Section 25; and

WHEREAS, by the **Fourth Amendment**, the Agreement was amended to (1) add Sections A – D to Exhibit “H”; (2) add the “Access Fee for PPO Network” to Exhibit “C”; (3) modify Section 5 – Limit of Appropriation; (4) add the Fourth Amendment to the list of priorities for conflict resolution in Section 25; and (5) add Section 26, Certain State Law Requirements for Contracts; and

WHEREAS, by the **Fifth Amendment**, the Agreement was amended to (1) modify the language of subsection i and ii of Section C, Exhibit “H”; (2) add an additional Exhibit “J” for individual Specific Stop Loss Deductibles; (3) provide that there shall be no cost increase over the prior year to “Access Fee PPO Network” in Exhibit “C”; (4) modify Section 5 – Limit of Appropriation; and (5) add the Fifth Amendment as first on the list of priorities for conflict resolution in Section 25; and

WHEREAS, by the **Sixth Amendment**, the Agreement was amended to (1) add Subsection O, Care Navigation Services, to Section 1 of Exhibit B; and (2) add additional services to Exhibit “C” Pricing Schedule; and

WHEREAS, by the **Seventh Amendment**, the Agreement was amended to (1) modify the language of subsection i and ii of Section C, Exhibit “H”; (2) add an additional Exhibit “K” for individual Specific Stop Loss Deductibles; (3) modify Section 5 – Limit of Appropriation; and (4) add the Seventh Amendment to the list of priorities for conflict resolution in Section 25; and

WHEREAS, by the **Eighth Amendment**, the Agreement was amended to (1) adjust the cost of the “Access Fee for PPO Network” in Exhibit “C”; (2) modify the language of subsection i and ii of Section C, Exhibit “H”; (3) modify Section 5 – Limit of Appropriation; and (4) add the Eighth Amendment to the list of priorities for conflict resolution in Section 25; and

WHEREAS, by execution of this **Ninth Amendment**, the Parties desire to renew the Agreement for an additional year, replace Exhibit “C” to provide for an update in the costs of services, replace the existing Exhibits “J”, “K”, and “L” with Exhibit “I”, modify the language of Exhibit “H” Section C, amend other terms of the Agreement, and otherwise ratify and confirm all the terms and conditions as set forth therein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree as follows:

1. **Exhibits “J”, “K”, and “L”** of the Agreement, as amended, are replaced in their entirety by Exhibit “I,” attached hereto, which outlines the Stop Loss Deductibles for Lasers for the 2023 Calendar year and as referenced in Exhibit “H” as amended.
2. **Exhibit “C”** of the Agreement, as amended, is replaced in its entirety by the revised Fee Schedule attached hereto as Exhibit “C” to update the costs of Services for the 2023 fiscal year, which cost updates are clarified by the December 1, 2022 Letter from Contractor attached to the revised Exhibit “C” herein.
3. **Exhibit “H”, Section C – Stop Loss Scope of Work** is amended in its entirety as follows:
 - C. Boon Chapman will ensure that the Stop Loss coverage rates and factors are based upon the most recent claims experience as requested by the carrier and meets the following requirements:

- i. Specific Coverage: Boon Chapman will secure specific coverage with Aetna for a 12/36 contract covering both medical and prescriptions to eliminate large claim run off liability. The applicable deductible shall not exceed \$375,000.00 per individual, except any specific lasers identified by the Stop Loss Carrier. Premium cost shall not exceed \$84.98 per employee per month which is estimated at \$3,405,998.40/year. To secure these rates, County authorizes Boon Chapman to accept three (3) lasers, which are identified instances with Individual Specific Stop Loss Deductibles with higher coverage attachment points based on individual prior claims experience or the likelihood of high-cost claims in the future, as more specifically described in Exhibit "I" – Lasers for Calendar Year 2023 - attached hereto and incorporated by reference.
 - ii. All Roctavian claims will be excluded from stop loss.
- 4. **Subsection 7.1, of Section 7** of the Agreement, as amended, is amended in its entirety to provide for a renewal of the Agreement for an additional year as follows:
 - 7.1 **Term.** The Parties agree that services are ongoing and this Ninth Amendment was effective as of January 1, 2023 and shall terminate on December 31, 2023, unless sooner terminated in accordance with the terms of the Agreement. The Parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the Parties. All other terms, conditions, pricing and additional renewal periods shall remain the same except as noted herein. Upon termination, this Agreement may be renewed under the same terms and conditions at the County's sole discretion.
- 5. **Section 5, Limit of Appropriation**, is amended in its entirety to clarify the Total Maximum Compensation that Boon Chapman may become entitled to under the Agreement and to modify the Non-Appropriation clause, as amended by this Ninth Amendment as follows:

Section 5. Limit of Appropriation and Non-Appropriation

- 5.1 **Limit of Appropriation.** Boon Chapman understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Five Million Four Hundred Thousand and 00/100 Dollars (\$5,400,000.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Boon Chapman does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Annual Compensation that Boon Chapman may become entitled to for capitated fees, unless there is an increase in enrollment, and the total maximum sum that

County may become liable to pay to Boon Chapman under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Five Million Four Hundred Thousand and 00/100 Dollars (\$5,400,000.00).

- 5.2 **Non-appropriation.** Boon Chapman understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Boon Chapman in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the month for which appropriations were received or made without penalty, liability or expense to the County, except as to portions of fees or expenses which have been incurred and for which funds have been appropriated or budgeted from prior fiscal year or are otherwise available. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

6. **Section 25, Conflict**, is amended in its entirety as follows:

Section 25. Conflict. In the event there is a conflict among the documents that make up the Agreement, the following shall have priority in the numbered order with regard to the conflict:

1. The Ninth Amendment
2. All previous amendments (First through Eighth) with preference to the most recently executed document
3. The Agreement executed on December 20, 2016
4. Exhibit "D" – Business Associates Agreement
5. RFP 16-086
6. Exhibit "C" – Fee Schedule
7. Exhibit "G" – PBM Scope of Work
8. Exhibit "E" – Security Policies
9. Exhibit "F" Boon Chapman Original Response dated May 16, 2016

Optional Services will have no priority with regard to any conflict because they are included only for reference.

7. **Section 26, Certain State Law Requirements for Contracts** is amended to provide an update in language pursuant to the Texas Government Code as follows:


Section 26. Certain State Law Requirements for Contracts. The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Boon Chapman hereby verifies that Boon Chapman and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- 26.1 Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- 26.2 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Boon Chapman does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- 26.3 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Boon Chapman does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- 26.4 If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Boon Chapman does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
8. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, BOON CHAPMAN ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
9. **Recitals.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
10. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

11. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

IN WITNESS WHEREOF, and intending to be legally bound, County and Boon Chapman hereto have executed this Ninth Amendment to be effective as of January 1, 2023.

FORT BEND COUNTY, TEXAS

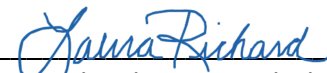


County Judge KP George
KP George, County Judge

March 28, 2023

Date

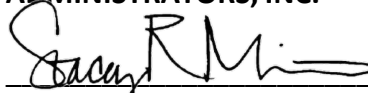
ATTEST:



Laura Richard, County Clerk



**BOON CHAPMAN BENEFIT
ADMINISTRATORS, INC.**



Authorized Agent – Signature

Stacey R. Minton

Authorized Agent- Printed Name

Vice President, Sales & Account Management


Title

03/02/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 5,400,000.00 are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT I

Lasers for Calendar Year 2023

The following are the Individual Specific Stop Loss Deductibles with higher coverage attachment points that County has authorized:

Instance 1	\$800,000.00 Laser
Instance 2	\$750,000.00 Laser
Instance 3	\$1,000,000.00 Laser

EXHIBIT C: FEE SCHEDULE

County and Boon Chapman hereby agree to the compensation schedules set forth below as being the sole compensation to Boon Chapman for the performance of its obligations under this Agreement. Monthly fees are based upon Plan Participant/Enrollment (as specified below) as of the beginning of each month.

Boon Chapman will guarantee the following rates for three (3) years starting with the effective date of this Agreement. Thereafter any rate escalation will be negotiated but will not exceed 5% per cumulative annual renewal period and Boon Chapman will provide ninety (90) working days' notice prior to any rate escalation; excluding any amounts imposed by mandatory federal, state or local regulatory requirements or restrictions. Boon Chapman is also entitled to a fair and reasonable fee for additional service or expense required because of new governmental regulations which will be negotiated between the Parties.

MEDICAL AND DENTAL PLAN

Service	Cost
Medical Claims Administration and COBRA Administration (combined)	\$17.76 per enrolled employee/retiree per month
Dental Claims Administration	\$3.98 per enrolled employee/retiree per month
Access for PPO Network – Aetna	\$13.36 per enrolled employee/retiree per month
Out Patient Prescription Drug Card Administration	\$1.00 per prescription per month
Medical Plan Utilization Review/ Case Management (Bundled Rate)	\$10.00 per enrolled employee/retiree per month
Disease Management	Included
Care Navigation	Included
Retiree Billing and Rate Collection	\$3.00/ per enrolled retiree per month
Medicare Repricing (See Exhibit B)	10% of savings which must be calculated and reported by Contractor to County on a monthly basis
Dialysis Repricing (See Exhibit B)	\$100.00 per day of dialysis treatment repriced
Provider Negotiations non PPO	25% of savings which must be calculated and reported by Contractor to County on a monthly basis
Price Transparency Shopping Tools	\$1.90 per enrolled employee/retiree per month
NSA QPA Calc & IDR Support	15% of reduction

High Touch Customer Service	\$1.00 per enrolled employee/ retiree per month
Subrogation	30% of recoveries
Medical Plan Hospital Bill Audit (if requested)	At agreed upon hourly fees
Enrollment Meetings	\$150 per individual per 8-hour day; \$80 per individual per 4-hour assignment; \$25 per hour for assignments of less than 4 hours
Employee Communication Materials	Printing, supplies postage at cost and labor
Claims Run Out Fees	3 times the administrative fees due in the last month of the contract

CAFETERIA/ I.R.S. SECTION 125 PLAN

Service	Cost
Premium Reduction Account	\$0.00 per employee participant per month
Medical Reimbursement Account	\$3.00 per employee participant per month
Dependent Day Care Account	\$3.00 per employee participant per month
Replacement Cards	\$5 each charged to cardholder not to County

Services not listed on this cost sheet must be approved in advance by written amendment to the **AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES PURSUANT TO RFP 16-086.**

ATTACHMENT TO EXHIBIT C

(Fee Adjustment For FY 2023)

December 1, 2022



Jaime Kovar, Purchasing Agent
Nueces County
301 Jackson St.
Richmond, CT 77469

Re: **Fort Bend County Employee Benefit Plan & Trust 2023 Plan Year Renewal**

Dear Ms. Kovar,

The following tables reflect our renewal for the upcoming plan year of January 1, 2023 through December 31, 2023. Fees are quoted on a Per Employee Per Month (PEPM) basis unless otherwise indicated.

	2022	2023
Plan Administration Fees		
Medical Claims Administration	\$16.75 PEPM	\$17.76 PEPM
Dental Claims Administration	\$3.75 PEPM	\$3.98 PEPM
PPO Network – Aetna	\$12.85 PEPM	\$13.36 PEPM
Utilization Review/Case Management	\$7.70 PEPM	\$10.00 PEPM*
Disease Management	Included	Included
Care Navigation	Included	Included
NSA/TiC Compliance – HCBP (See page 2)	\$1.00	\$1.90
Stop Loss Premiums		
Aetna Life Insurance Company	CURRENT	RENEWAL
Specific Deductible	\$375,000	\$375,000
Contract Type	12/36	12/36
Coverage	Medical & RX	Medical & RX
Composite Rate – PEPM	\$74.87 PEPM	\$84.98 PEPM
Estimated Annual Premium	\$3,000,789.60	\$3,405,998.40
Lasers:	\$800,000	\$800,000
This is when an individual participant is given a higher stop loss deductible based on their prior claims experience or known medical conditions.	\$600,000	\$1,000,000
	\$500,000	\$750,000
	\$500,000	
	\$500,000	
Potential Additional Liability <i>Above Current Deductible</i>	\$1,025,000	\$1,425,000

*The Utilization Review, Case Management, Disease Management and Care Navigation services are offered at a bundled rate. Individually selected for 2023, the rates would be as follows:

Utilization Review / Case Management \$4.25	Disease Management \$4.00	Care Navigation \$3.50
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In addition to these standard services, the following services are required as a result of the No Surprises Act and Transparency in Coverage regulations. Please review and let me know if you have any questions.

NEW SERVICES (REQUIRED)	Fees:
No Surprises Act (Effective January 1, 2022): This law requires health plans to provide protection against balance billing practices for specific types of claims by using the Qualified Payment Amount for processing and offer an option for providers to negotiate and request arbitration when an agreement cannot be reached. Additional requirements include updates to ID cards and continuity of care for patients losing access to their in-network provider. We have partnered with Zelis for this service.	15% of reduction
Transparency in Coverage (Effective January 1, 2023): Plans are required to post two (2) Machine Readable Files (MRF), one for in-network and one for out-of-network rates used by the health plan. Additionally, health plans are required to offer members access to price shopping tools allowing them to compare the cost of services. We have partnered with Healthcare Bluebook (HCBB) for these services.	\$1.90 PEPM

These rates represent an overall all increase of 12% for administration, new compliance services and stop loss.

If you have any questions or would like additional information, please let me know.

As always, it is a great pleasure to work with Fort Bend County and we hope to continue our relationship for many years to come.

Sincerely,

Stacey R. Minton

Vice President, Account Management

Renewal Accepted: _____ Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Boon-Chapman Benefit Administrators, Inc.
Austin, TX United States

Certificate Number:
2023-994028

Date Filed:
03/13/2023

Date Acknowledged:
03/28/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

R16-086 Amendment 9
Employee Benefit Third Party Administration, Stop-loss & Flex Benefits

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Durham, Matt	Austin, TX United States	X	
	White, Gregory	Dallas, TX United States	X	
	Burns, Steven	San Francisco, CA United States	X	
	Grinnan, Daniel	Dallas, TX United States	X	
	Soluta Acquisition Sub, Inc.	Austin, TX United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)