

EXHIBIT A
AMENDMENT NO. 1
TO ADMINISTRATIVE SERVICES AGREEMENT WITH BASIC PACIFIC
(Resolution 20-263)

THIS AMENDMENT No. 1 is made and is effective as of May 1, 2021, by and between Basic Pacific (“Contractor”) and County of Nevada (“County”), (collectively, the “Parties”). This Amendment No. 1 amends the prior agreement between the Parties, for the provision of third-party pre-tax benefit administration and COBRA administration on behalf of the County’s health and welfare plan broker, and benefit enrollment and service coordination with Building Blocks for Business (“BB4B”), for the period beginning June 9, 2020 through December 31, 2021.

WHEREAS, by Resolution 20-263 the Parties entered into an Agreement to provide third-party pre-tax benefit administration and COBRA administration for dental and vision benefits on behalf of the County’s health and welfare plan broker, Keenan & Associates, and benefit enrollment and service coordination with BB4B; and,

WHEREAS, prior to contracting with Basic Pacific, Preferred Benefit Insurance Administrators (“PBIA”), was providing third-party benefit administration for our pre-tax and COBRA dental and vision benefits, as well as Retiree dental and vision benefits; and,

WHEREAS, to create better efficiencies within the Human Resources Department, the County desires to include our Retiree dental and vision benefits administration in the Basic Pacific contract and dissolve the current contract for Retiree dental and vision administration with PBIA; and,

WHEREAS, Basic Pacific is fully qualified and has agreed to assume the administration of the County’s Retiree dental and vision benefits.

NOW, THEREFORE, the parties hereto agree as follows:

1. That this amendment shall be effective as of May 1, 2021.
2. That the attached Appendix A – Retiree Billing Administration, as fully set forth herein, is hereby incorporated into the original Agreement.
3. That the attached Appendix B – Retiree Billing Fee Schedule, as fully set forth herein, is hereby incorporated into the original Agreement.
4. That in all other respects the prior Agreement of the Parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA

BASIC Benefits LLC

By: _____
Dan Miller, Chair
Nevada County Board of Supervisors

By: _____
Connie Fox, Director
Sales Support

Attestation:

By: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

EXHIBIT A

Appendix A – Retiree Billing Administration

I. BASIC Responsibilities Specific to Retiree Billing Administration

- A. Account Setup and Administration. BASIC agrees to assist Client in carrying out its duties and responsibilities regarding accounts for retired employees of Client (“Retiree”). BASIC agrees to setup a Retiree account when notified by Client, provided that all information needed for said account is included as described below.
- B. Billing and Collection of Premiums. BASIC will collect premiums either through ACH withdrawal/debit or remittance from retirees with coupons. BASIC will then remit any collections to Client. BASIC will also notify Client of any terminations due to non-payment or voluntary request.
- C. Termination. Upon request from Client or due to nonpayment, BASIC will transmit notices of termination of an account to retiree.
- D. Reporting. BASIC will provide a monthly report of active Retiree accounts to Client.

II. Client Responsibilities Specific to Retiree Billing Administration

- A. Data Provision. Client agrees to provide BASIC with information on additions to the retiree health plan and any other information relevant to the fulfillment of this Agreement as is necessary for billing, as amended. Such information is listed below.

(1) Retiree Information, including Legal Company Name and Retiree’s name, mailing address, Social Security Number, gender, and date of birth.

(2) Retiree Plan Information, including the billing start and end dates; all Plan names in which Retiree is enrolled and level of coverage; all Retiree’s Dependents’ name, relationship to Retiree, date of birth, and gender.

Additionally, Client will provide BASIC with up-to-date, pertinent information relating to the Plan on the effective date of this Agreement and at the time of any later Plan modifications by Client. Parties agree that BASIC may rely on and act in accordance with any information or other instruction believed by BASIC in good faith to be genuine and properly given.

- B. Notice to Retiree. Client is responsible for providing and transmitting any federal and/or state required notices to Retirees unless provided under BASIC COBRA Administration Services.
- C. Elections. Client is responsible for providing and procuring elections regarding a Retiree account to Retirees.
- D. Eligibility. Client is responsible for determining whether an individual is eligible for a Retiree account. This includes ensuring ongoing eligibility of Retirees, specifically upon the Retiree becoming eligible for Medicare.

EXHIBIT A

Appendix B – Retiree Billing Fee Schedule



Retiree Billing Fee Schedule

\$250 One-Time Setup Fee

\$4.50 Per Insured Monthly Fee** (\$50.00 Monthly Minimum)

**Broker of Record is paying monthly administration fees: Yes No

Broker of Record: _____

EDI (Electronic Data Interchange) & Expectations:

- A. Setup Fees:
 - a. If BASIC spends more than 20 hours to establish the file(s) for a line of service, BASIC will charge \$115/hour for time spent over 20 hours. This fee is in addition to the setup fee.
 - b. If the Client moves to a new Vendor requiring EDI files to be setup again, the setup fee is charged again for the new Vendor.
- B. Monthly Fees (if applicable) will be assessed on a case by case basis for each line of service (likely between \$50 and \$250 per month) for EDI files with the following issues:
 - a. Files not provided in BASIC's format
 - b. Required data is missing/not provided
 - c. Data fields with incorrect values that do not match BASIC's administration systems
 - d. Data is inaccurate or conflicting data is provided
 - e. Files transmitted in a non-standard manner
 - f. Other reasons as determined by BASIC

THE EMPLOYER TO INITIAL WITH ACCEPTANCE OF FEES HERE _____