

AMENDMENT #1 TO THE ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE LARAMIE COUNTY GOVERNMENT & BLUE CROSS BLUE SHIELD OF WYOMING

This Amendment #1 to the Administrative Services Agreement (the "Amendment") is entered into on this 1st day of January 2022, by and between Blue Cross Blue Shield of Wyoming ("BCBSWY") and Laramie County Government ("The Government") and pertains to an employee welfare benefit plan ("Plan") which has been established and is maintained by The Government, as Plan Sponsor and Plan Administrator, for the benefit of its Subscribers and Dependents.

WHEREAS, BCBSWY and The Government are parties to an Administrative Services Agreement ("Addendum"), with an effective date of July 1, 2021, and

WHEREAS, BCBSWY and The Government desire to amend the terms of Attachment C – Supplemental Services to reflect The Government's desire to implement a new specialty copay solutions program, as set forth below.

NOW, THEREFORE, The parties agree to delete Attachment C in its entirety and replace it in its entirety with the following:

**ATTACHMENT C
SUPPLEMENTAL SERVICES**

The supplemental services to be provided by BCBSWY, beginning on January 1, 2022, are as follows:

1. Additional reports not specified in this Agreement, as requested by The Government, and agreed to by BCBSWY, to be billed at an hourly rate to be determined by BCBSWY and agreed to by The Government.
2. At the request of The Government, act as broker for The Government in obtaining reinsurance and/or stop-loss coverage from an Excess Loss Insurer. BCBSWY may receive a commission in exchange for this service.
3. Pass-through of applicable reinsurance and/or stop-loss coverage premium(s) to the Excess Loss Insurer(s) designated by The Government, less applicable commission(s), if any.
4. When requested and agreed, BCBSWY will file Stop Loss Claims with the Excess Loss Insurer designated by The Government and as requested, provide to the Excess Loss Insurer data as available from that maintained by BCBSWY pursuant to this Agreement.
5. Subrogation services BCBSWY uses in its normal course of business will be utilized. BCBSWY does not warrant, or guarantee results or particular service levels, either on specific claims or overall. A fee of twenty percent (20%) of the amount recovered (twenty-four percent (24%) of the amount recovered for look back services, if applicable) will be retained.
6. Pharmacy rebates that are obtained by BCBSWY through contract, negotiation or otherwise are passed through to The Government. BCBSWY retains 0% of these pharmacy rebates and The Government retains 100% of these pharmacy rebates.

7. The Government has elected to participate in Specialty Copay Solutions – Copay Maximization. This program enables clients to adjust the member copayment for specific specialty drugs and exclude the value of manufacturer copay assistance from member accumulator balances in accordance with the benefit plan. The administrative fee associated with this program is \$100 per transaction (fill). The Government recognizes and agrees that this fee is subject to change upon which BCBSWY providing The Government with thirty (30) days prior written notice of any change. BCBSWY will invoice The Government on a quarterly basis and the invoice shall be due and payable upon giving of such notice to The Government.
8. Subject to the conditions precedent set forth in the “COBRA Duties Schedule” [Attachment D to this Agreement] BCBSWY will perform certain ministerial functions arising under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), but only to the extent set forth in the “COBRA Duties Schedule.” All fiduciary duties arising under COBRA remain the sole responsibility of The Government.
9. Administration of Utilization Review services.

With the exception of the amendments expressly provided in the Amendment #1, all of the terms and conditions of the Administrative Services Agreement between BCBSWY and The Government shall remain unchanged and in full force and effect.

IN WITNESS HEREOF, the parties to this Amendment #1 to the Administrative Services Agreement, through their duly authorized representatives, have executed this Amendment and certify that they have read, understood, and agreed to the terms and conditions of this Amendment #1 as set forth herein.

Laramie County Government

Date

Shaela Garcia
Blue Cross Blue Shield of Wyoming

12/10/2021
Date

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY



12/17/21