



An Aetna Renewal
Presented to

County Of El Paso

Annual Renewal Rating: January 01, 2024 through December 31, 2024
Plan Sponsor Numbers: 866233

Brian Donohue
Ld Dir, Underwriting
151 Farmington Ave Rogers Bldg
Hartford, CT 06156
Phone: 860-273-6820
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August 23, 2023

County Of El Paso
Verenice Acosta
500 E. Overland
El Paso, TX 79901

Dear Verenice Acosta:

Thank you for allowing us to serve your health insurance and health benefit needs during the past year.

This package provides information to help you develop the future benefits program for County Of El Paso. As we approach the anniversary of our relationship in the journey to better health, we are pleased to present you with your medical renewal for the January 01, 2024 through December 31, 2024 contract period.

It's important to understand the full financial picture of your benefit plan. Therefore, the enclosed package provides the following important information about the cost of your current program and the value we bring to you and your company.

- **Self-Funded Medical Plans**

Your medical fees will increase by 3.0 percent.

- **Programs and Services**

This section provides a summary of programs and services included in your plan of benefits.

- **Caveats**

Our renewal offer is contingent upon the parameters outlined here. It is important to note that deviations from these assumptions may result in additional charges and/or adjustments on our Medical quotations. Please review this section thoroughly.

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your Agreement. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure Document, the information in your Renewal Package prevails.

[https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/Large%20Group%20Self-Funded%20Medical%20Underwriting%20\(UW\)%20Disclosures%20as%20of%2005-02-2023.pdf](https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/Large%20Group%20Self-Funded%20Medical%20Underwriting%20(UW)%20Disclosures%20as%20of%2005-02-2023.pdf)

Your renewal package remains in effect until December 31, 2024.

If there are no changes that impact the conditions of this renewal as outlined in our Caveats section, the fees will remain in effect through December 31, 2024. This renewal package is considered an amendment to your existing

Agreement. Continuance of your benefit plan and payment of fees constitutes your acceptance of this renewal. If you'd like to make any plan changes or if you have any questions, please contact Michael Garza by December 01, 2023 at 713-703-7185. It's been a pleasure working with you and I look forward to our continued relationship.

Sincerely,

Brian Donohue
Ld Dir, Underwriting

Simon Ostrov
Mgr, Underwriting

Each insurer has sole financial responsibility for its own products.

Health benefits and health insurance plans contain limitations and exclusions.

County Of El Paso

Why Aetna?

Effective Date: January 01, 2024

We're more than products and programs. **We offer a health care experience that's more caring, more** connected and closer to home. With a holistic approach we join members on their personal health journey, removing barriers along the way. And we work proactively to help every member achieve their goals and stay on a path to better health.

Because you have unique needs we offer customized, tailored solutions. And we have a plan to take care of each of your employees, helping to increase engagement, improve outcomes and boost productivity.

We know health care can be overwhelming. So we work together with you to help make each member of your team a stronger individual. Stronger individuals lead to a stronger workforce. And when you have a stronger workforce, you can achieve stronger results.

You can learn more about Aetna here:

<https://www.aetna.com/about-us.html>

"Aetna" is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies.

The Aetna companies include:

Aetna Health Inc., Aetna Health of California Inc., Aetna Health of the Carolinas Inc., Aetna Health of Washington Inc., Aetna Health Insurance Company of Connecticut, Aetna Health Insurance Company of New York, Corporate Health Insurance Company; Aetna Life Insurance Company; Aetna Dental Inc.; and/or Aetna Dental of California Inc.; Aetna Health of Utah Inc. Certain dental plans are available only for groups of a certain size in accordance with underwriting guidelines. Managed care plans may not cover all health care expenses. Contracts should be read carefully to determine which health care services are covered. While this material is believed to be accurate as of the print date, it is subject to change. For more specific information about the coverage details, including limitations, exclusions, and other plan requirements, please contact an Aetna representative.

Aetna has various programs for compensating producers (agents, brokers and consultants). If you would like information regarding compensation programs for which your producer is eligible, payments (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or your Aetna account representative. Information regarding Aetna's program compensating producers is also available at: www.aetna.com

The information contained in this proposal is confidential and should not be shared with anyone other than your broker or benefit plan consultant.

County Of El Paso

Contact Information/Assumptions

Account Manager: Michael Garza
Email: GarzaMR@aetna.com
Telephone: 713-703-7185

SIC Code: 7538
Mem/EE Ratio: 1.62

Administrative Service Fees **Effective Date: January 01, 2024**

End Date: December 31, 2024

		Current	Proposed	
Guarantee Period Effective Date		January 01, 2023	January 01, 2024	
Fee Basis		Mature	Mature	
Medical Fees as Billed (PEPM)*	Estimated Enrollment	Current	Proposed	% Change
Choice POS II	2,536	\$47.83	\$49.26	3.0%
Plan Year Service Fees	2,536	\$1,455,563	\$1,499,080	3.0%

*Clarifications

- PEPM is defined as Per Employee Per Month
- Please see Programs and Services for additional information. Some services may come at additional cost to the fees shown above.
- Broker Compensation, if applicable, is subject to customer approval.
- Any Plan Year costs are based on the Estimated Enrollment and subject to change based on actual enrollment.

Prescription Drug Benefits

Our quotation assumes that prescription drug benefits are included and will be provided by Aetna.

If you terminate your prescription drug benefits with us, we will increase the ASC Service Fees and the medical trend assumption used for any applicable claim projections or guarantees. You may also be subject to additional charges to integrate data with external Pharmacy vendors. Refer to the reporting charges outlined in the Programs and Services exhibit for more information.

County Of El Paso

Programs and Services – Self-Funded

Effective Date: January 01, 2024

Program Summary	Choice POS II 3 Core Pland/3 HDHP Plans Aetna Commercial/Tenet ACO/UMC			
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Programs & Services Included in the Service Fee

Mature Base Service Fee	\$49.26
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General Administration						
Experienced Account Management Team	Included					
Designated billing, eligibility, plan set up, underwriting	Included					
Onsite Open Enrollment Meeting Preparation	Included					
Open Enrollment Marketing Material (non-customized)	Included					
ID Cards*	Included					
Review or draft plan documents	Included					
Summary of Benefits and Coverage (SBC)	Included					
Claim Fiduciary Option 6	Included					
External Review	Included					
Non-ERISA	Included					
Claim Administration	Included					
Plan Sponsor Liaison	Included					
Special Investigations / Zero Tolerance Fraud Unit	Included					

Network Services						
Aetna Whole Health™	Included					
Full National Reciprocity (excludes some Stand Alone ACOs and Joint Ventures)*	Included					
Institutes of Excellence™ *	Included					
Institutes of Quality® (IOQ) Broad Network	Included					
National Medical Excellence Program®	Included					
Network access	Included					
Teladoc Health (Custom) General Medical*	Included					

Care Management						
Aetna Compassionate Care™	Included					
Aetna Maternity Program	Included					
Aetna One® Choice	Included					
Aetna Advice	Included					
MedQuery® with physician messaging*	Included					
MedQuery® with physician and member messaging	Included					
Utilization Management (Inpatient Precertification, Concurrent Review, Discharge Planning, Retrospective Review)	Included					

Banking Information						
Wire transfer when checks issued	Included					
Customer-pushed ACH	Included					
Claim funding requests: Thursdays	\$0.20					

Member Resources						
Designated Service Center	Included					
Provider search (online provider directory)	Included					
Health Decision Support - Basic	Included					
Member Website and Mobile Experience	Included					
MindCheck™	Included					
Online Programs	Included					

Wellness						
24-Hour Nurse Line: 1-800# Only	Included					
Aetna Healthy Actions™	Included					
Personal Health Record*	Included					
Simple Steps to Healthier Life® Health Assessment	Included					

Allowances						
Communication Allowance	Included					
Wellness Allowance	Included					
Wellness Support Allowance	Included					

Reporting and Integration						
Analytic Consultation from Plan Sponsor Insights	150 Hours					
Clinical Consultation from Plan Sponsor Insights	150 Hours					
ART Reports - New analytic reporting platform	Included					
Aetna Health Information Advantage™ (AHIA)	Included					
Monthly Financial Claim Detail Reports	Included					
Monthly Banking Reports	Included					
Monthly Universal File Feed Outbound (12 total reports)	Included					

Behavioral Health						
Managed Behavioral Health	Included					
Behavioral Health Condition Management Program - Standard	Included					
AbleTo Network - member cost share may apply	Included					

County Of El Paso

Programs and Services – Self-Funded

Effective Date: January 01, 2024

Program Summary	Choice POS II 3 Core Pland/3 HDHP Plans Aetna Commercial/Tenet ACO/UMC					
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Applied Behavior Analysis Management	Included					
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Aetna Discount Program						
at home products, fitness, hearing, LifeMart® shopping website, natural products and services, oral health care, vision, weight management	Included					

Total Fees	\$49.26					
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Programs & Services Included in the Claim Wire*

No Surprises Act - Fees*						
No Surprises Act (NSA) claim administration fee (per NSA eligible claim)	\$50					
No Surprises Act (NSA) Independent Dispute Resolution (IDR) initial fee (per arbitration case)	\$350					
No Surprises Act (NSA) Independent Dispute Resolution (IDR) arbitration expenses (per arbitration case)	~ \$200 to \$900+					

Network Services						
Aetna Whole Health™ Product (AWH) (PEPM)*	\$3.40					
Subrogation*	37.5% of savings					
Contracted Services* (Coordination of Benefits, Retro Terminations, Medical Bill and Hospital Bill Audits, Workers Compensation, DRG and Implant Audits)	37.5% of savings					
Claim and Code Review Program*	30% of savings					
National Advantage™ Program – includes Facility Charge Review, Itemized Bill Review, and Data iSight™	We will retain 30% of savings					
National Advantage™ Program – includes Facility Charge Review, Itemized Bill Review, and Data iSight™	Cap of \$3.50 PEPM					

Care Management						
Enhanced Clinical Review Program – High Tech Imaging (PMPM)*	\$0.35					
Enhanced Clinical Review Program – Diagnostic Cardiac (PMPM)*	\$0.10					
Enhanced Clinical Review Program – Sleep Management (PMPM)*	\$0.05					
Enhanced Clinical Review Program – Cardiac Implantable Devices (PMPM)*	\$0.05					
Enhanced Clinical Review Program – Interventional Pain (PMPM)*	\$0.10					
Enhanced Clinical Review Program – Hip and Knee Arthroplasties (PMPM)*	\$0.05					

*Additional Program Details

Claim Wire Billing, ID Cards, Subrogation, Contracted Services, Claim and Code Review

Details can be found in our UW Disclosure document located at the following URL:

[https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/Large%20Group%20Self-Funded%20Medical%20Underwriting%20\(UW\)%20Disclosures%20as%20of%2005-02-2023.pdf](https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/Large%20Group%20Self-Funded%20Medical%20Underwriting%20(UW)%20Disclosures%20as%20of%2005-02-2023.pdf)

Claim and Code Review Program

This financial proposal includes enhancements that have been made to our claim and code review programs. Some of these capabilities were previously a component of our base fees, but this proposal assumes they will now instead be part of our standard shared savings arrangement.

No Surprises Act - Fees

Refer to the NSA Payment Practices in our Caveats for information on our payment practices for NSA eligible claims.

IDR fees are required by the NSA rules and are payable to the IDR entity. There is an initial fee to begin an arbitration, which applies to each case. There is also an additional fee for the arbitration expenses; the losing party within the dispute is liable for this fee. For batch cases, the NSA permits IDR entities to charge a different arbitration fee based on a set fee range and/or percentage of the batch fee. The fees are passed through (with no mark up by Aetna) to a customer based on the number of line items for their plan that were included in the batch case. The above are the current NSA fees as set by federal agencies. These fees are subject to future adjustments by the agencies (and any such adjustments shall be applied to your plan).

Full National Reciprocity

Banner, Emory and Memorial Hermann have full national reciprocity. All other Joint Ventures and ACOs exclude full national reciprocity.

Institutes of Excellence™ (IOE)

This program includes a steerage component by educating members on the benefits of using an IOE designated facility. However, benefit differential steerage is not supported for IOE Infertility network.

County Of El Paso

Program Summary	Choice POS II 3 Core Pland/3 HDHP Plans Aetna Commercial/Tenet ACO/UMC			
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Personal Health Record (PHR)
PHR requires the purchase of MedQuery®.

Teladoc Health
In addition to the administrative fees as outlined above, there is a per consultation charge which will be shared by the member and plan sponsor based on type of service provided and member’s benefit plan. Specific charges are available upon request.

County Of El Paso

National Advantage™ Program (NAP)

Effective Date: January 01, 2024

Program Type	NAP
NAP retained savings Charged through the claim wire. Not included in the billed Administrative Fees.	30%
Facility Charge Review (FCR) Charged through the claim wire. Not included in billed Administrative Fees.	Standard
Itemized Bill Review (IBR) Charged through the claim wire. Not included in billed Administrative Fee.	Included
Data iSight™ (DiS) Charged through the claim wire. Not included in billed Administrative Fee.	Included
Maximum PEPM NAP fee*	\$3.50
Plan Rate for Facility Services For plans that cover voluntary out-of-network services	Facility Charge Review
Plan Rate for Professional Services For plans that cover voluntary out-of-network services	Data iSight™*

National Advantage™ Program (including the Contracted Rates, Facility Charge Review and Itemized Bill Review Components)

NAP includes a Contracted Rates component and two optional components: Facility Charge Review (FCR) and Itemized Bill Review (IBR). In addition, some plans also elect Data iSight (DiS) as their out-of-network plan rate for professional services. NAP's Contracted Rates component offers access to contracted rates for many medical claims from non-network providers (including claims for emergency services and claims by hospital-based specialists such as anesthesiologists and radiologists who do not contract with insurers) and ad hoc negotiations (when a contracted rate is not available).

We retain a percentage of savings achieved through NAP, including savings achieved through FCR, IBR, and DiS, if elected. This NAP Fee is in addition to the per employee, per month administrative service fees.

County Of El Paso

Allowances - Self-Funded

Effective Date: January 01, 2024

We are including allowance(s) for your Aetna plans applicable to each year of the Guarantee Period as outlined in the chart below. Allowance dollars are intended to be used for your Aetna medical plans and Aetna medical members.

Annual Allowance Type	Year 1
Plan Year Effective Date	01/01/2024
Communication	\$20,000
Wellness	\$145,000
Wellness Support	\$50,000
Total	\$215,000

Annual allowance amounts may be adjusted if actual enrollment changes by 15 percent or more from our enrollment assumptions.

Communication Allowance

- You can use the **communication** allowance to offset expenses applicable to the Guarantee Period(s) for which it is offered. Your allowance can be used for promoting our products, our programs or services and communicating with our members.
- Allowance dollars are for the exclusive benefit of your Aetna medical plan(s) and Aetna medical members.
- Should you terminate your contract with us, the allowance(s) cannot be used to fund implementation/communication expenses related to the new carrier's contract.

Wellness and Wellness Support Allowances

- You can use the **wellness** allowance to pay for reasonable wellness-related programs or activities you received from third-party vendors incurred during the Guarantee Period(s) for which it is offered. Wellness allowance expenses must be for wellness-related programs or activities that are designed to promote the health and well-being of members, or to educate participants about healthy lifestyles and choices. Any wellness-related allowance amounts we pay you directly to offset or reimburse you for any expense or costs you reimbursed a vendor for directly, must comply with these conditions. Examples of reimbursable wellness related activities include programs or activities such as onsite biometric screening and flu vaccination clinics or wellness fairs.
- Allowance dollars are for the exclusive benefit of your Aetna medical plan(s) and Aetna medical members.

The above referenced fund(s) will be available after the effective date of each plan year. Only those expenses performed and billed by a third party are payable; reimbursement for time and materials incurred directly by the plan sponsor (e.g. hours worked by the plan sponsor's own employees) are not eligible. Our preferred method of payment is directly to the vendor. We will pay allowance related expenses directly to the vendor only after you send us proper documentation outlining the expenses you have incurred.

On an exception basis, we can reimburse you directly. In the event the exception is granted, we'll require you to submit detailed paid receipts from the vendor. To facilitate allowance processing, documentation should be submitted within 60 days of the invoice date, whenever possible. All documentation must be submitted no later than 60 days following the end of the plan year for which expenses were incurred. Acceptable documentation includes, but is not limited to:

- Vendor invoice(s) summarizing level of work completed, hourly rate and hours spent; and
- Invoices or other documentation summarizing any other miscellaneous expenses incurred (such as travel, and other business expenses related to service rendered)

The allowance amounts indicated above for the following Allowance Type(s) are available for the years indicated in the chart. Each allowance is forfeited at the end of each plan year if not fully utilized (it does not get rolled over to the following plan year for a cumulative amount). If you have elected to offer wellness incentives through a product reward site, unredeemed vouchers are forfeited at the end of each plan year.

- Communication
- Wellness
- Wellness Support

We assume the funding of any allowance dollars is either at the request of your Plan Administrator acting in its fiduciary capacity or for the exclusive benefit of your Plan. You are responsible for determining that your use of allowance dollars is appropriate and legally compliant. With respect to allowance dollars that are used in connection with a wellness program, you are responsible for ensuring that

County Of El Paso

Allowances - Self-Funded

Effective Date: January 01, 2024

the program and any incentives/rewards comply with applicable laws, including limitations on maximum allowable incentives/rewards. We will pay any allowances in accordance with applicable law. We suggest you seek appropriate accounting and legal counsel for all payments to ensure they comply with applicable accounting principles and laws.

If you terminate your medical plan with us in whole or in part (defined as a 50 percent or greater membership reduction from the membership we assumed in this renewal prior to the end of the Guarantee Period, you'll be responsible for remitting payment for any allowance amounts used. Payment is due to us within 31 days of the invoice.

County Of El Paso

Caveats - Self-Funded

Effective Date: January 01, 2024

For the purposes of this document, Aetna may be referred to using "we", "our" or "us" and County Of El Paso may be referred to using "you" or "your".

Our renewal is illustrative and subject to change based upon underwriting review of the information listed and requested below. Any of the information listed below, which has not been provided may be required prior to final approval of sale.

If fees are adjusted, the caveats below will apply and be based on the new assumptions.

Underwriting Caveats

Your pricing considers all the products, programs and services you have with us and will be in effect for the full 12 months of the plan year. Pricing for some programs and services are amortized over a 12-month period. Therefore, fees will not be reduced if termination occurs prior to the end of the plan year. We also assume the renewal assumptions below remain consistent throughout the plan year. We require notice to properly terminate before the plan year ends in accordance with the Termination provision in your Agreement. Otherwise, you may be charged for the cost until that notice is met.

If any of the changes outlined below occur, we may adjust your Guaranteed Fees. If this happens, you'll have to pay any difference between the fees collected and the new fees calculated back to the start of the Guarantee Period. If you are not notified of the change in advance, such difference will be reconciled in the annual accounting for the Guarantee Period. If fees are adjusted, the caveats below will be based on the new assumptions.

During the Guarantee Period we may adjust your Guaranteed Fees if:

Enrollment

There is a 15 percent change in the total number of enrolled employees for all commercial medical products combined. Our renewal assumes coverage will not be extended to additional employee groups without review of supplemental census information and other underwriting information for appropriate financial review.

Member-to-Employee Ratio

The member-to-employee ratio changes by more than 15 percent from the 1.6 ratio assumed in this quote.

Projected Processed Claim Transactions (PCT) Per Employee

The actual PCT ratio changes by more than 15 percent from the 52.00 ratio assumed in this quote.

Age 65 and Over Enrollment

The number of enrolled employees age 65 and over (excluding those enrolled on Medicare Direct plans) exceeds 0 percent of the total enrolled group or changes by more than 15 percent from the 0 enrollees assumed in this quote. Patient Management programs are excluded for Medicare primary members.

Quoted Benefits and Administration

A material change is initiated by you or by legislative or regulatory action which materially affects the cost of the plan. This includes, but is not limited to, changes impacting standard contract provisions, claim settlement practices, plan administration, plan benefits or changes to the programs and services we offer you.

National AdvantageTM Program

You change or terminate the National AdvantageTM Program (NAP), Facility Charge Review (FCR), Itemized Bill Review (IBR), or Data iSightTM (DiS) programs.

Total Replacement

We're the sole carrier for the quoted lines of coverage.

Assumptions

Underwriting

Agreement Provisions

Our quotation assumes our standard Agreement provisions and claim settlement practices apply unless otherwise stated.

Participation

8/23/2023

Proprietary



Caveats Self-Funded

County Of El Paso

Caveats - Self-Funded

Effective Date: January 01, 2024

A minimum of 150 enrolled employees is required to administer the proposed products on a self-funded basis.

Plan Design

This renewal is based on the current benefit plan designs, plus any noted deviations, subject to the terms of our Benefit Review document.

Claim Fiduciary - Option 6

Our renewal assumes that we'll act as claim fiduciary for all Level I (benefit review and determination of claims) appeals. You assume claim fiduciary responsibility for all Level II (deciding appeals and final claim determination) appeals.

External Review

We've included external review in our renewal. External review uses outside vendors who coordinate medical review through their network of outside physician reviewers.

Non-ERISA

For non-ERISA plan, the risk and responsibilities are different from those under ERISA plans, since the ERISA preemption and ERISA standard of performance do not apply. Our charge for non-ERISA plans must account for the additional liability risk as compared to known risks under an ERISA plan. An additional \$0.35 PEPM is charged for non-ERISA plans and is included in our fees.

Member Communications

Pricing assumptions include direct communications access to Aetna membership through both ongoing Aetna Health communications and relevant ongoing included product/program specific communications. These communications can reduce member and plan costs by guiding in care navigation, managing chronic conditions, promoting preventive services, and more.

Wellness Incentives and Rewards

We offer several different wellness incentives and rewards programs that you may choose from to offer to your members. We, or our third-party vendors, will administer and distribute to your members any wellness incentives or rewards earned based on the programs selected under the direction and control of your plan. The wellness incentives and rewards earned through these programs may be taxable for your members. We will provide you with reporting which will identify members who have earned such wellness incentives or rewards. These reports will provide the data needed for any tax information reporting requirements that you determine are necessary.

With regard to these wellness incentives and rewards, you, as the Plan Sponsor have the following responsibilities:

- Ensure any incentives or rewards offered to your members comply with applicable law and any limitations imposed thereunder. This includes but is not limited to, the Health Insurance Portability Act (HIPAA), the Americans With Disabilities Act (ADA) and the Genetic Information Nondiscrimination Act (GINA).
- Distribute notices and/or obtain any authorizations required by law.
- Comply with all tax information reporting requirements regarding any wellness incentives or rewards earned through these programs (cash, cash equivalent, or other tangible property) and provided by us or our third-party vendor to your members.
- Assume any and all liability for your noncompliance with any tax withholding or information reporting requirements.

You may wish to consult with your legal counsel or other advisors as to the proper tax treatment of such wellness incentives or rewards and to ensure that the incentives or rewards offered under your program comply with applicable law.

Mental Health/Substance Abuse Benefits

Our quotation assumes that mental health/substance abuse benefits are included.

Prescription Drug Benefits

Our quotation assumes that prescription drug benefits are included and will be provided by Aetna.

If you terminate your Aetna prescription drug benefits with us, we will increase your ASC medical fees and the medical trend assumption used for any applicable claim projections or guarantees. You may also be subject to additional charges to integrate data with external Pharmacy vendors. Refer to the reporting charges outlined in the Programs and Services exhibit for more information.

Stop Loss Reporting

Our quotation assumes stop loss coverage is provided by Aetna and therefore reporting to an external vendor is not required. If we are no longer the stop loss carrier, external reporting charges will apply.

County Of El Paso

Caveats - Self-Funded

Effective Date: January 01, 2024

Medical Pharmacy Rebates

Rebates for pharmacy products administered and paid through the medical benefit rather than the pharmacy benefit will be retained by Aetna as compensation for our efforts in administering this program.

Additional Products, Programs and Services

Costs for special services rendered that are not included or assumed in the pricing guarantee will be billed through the claim wire, on a single claim account, when applicable, to separately identify charges. Additional charges that are not collected through the claim wire during the year will either be direct-billed or reconciled in conjunction with the year-end accounting and may result in an adjustment to the final administration charge. For example, you will be subject to additional charges for customized communication materials, as well as costs associated with custom reporting, booklet and SPD printing, etc. The costs for these types of services will depend upon the actual services performed and will be determined at the time the service is requested.

Billing Information

Advanced Notification of Fee Change

We'll notify you of any off-anniversary fee change within 31 days of the fee change.

Late Payment

We'll assess a late payment charge at a 12 percent interest rates as follows:

- if you fail to pay plan benefit payments the same day of the request
- if you fail to pay administrative service fees within 31 days of the due date

We'll notify you of any changes in late payment interest rates. The late payment charges described in this section are without limitation to any other rights or remedies available to us under the Agreement or at law or in equity for failure to pay.

Producer Compensation

The quoted fees don't include producer compensation.

Claim and Member Services

Runoff Claims Processing

Your administrative service fees are mature. The expenses associated with processing runoff claims following termination are covered for one year.

Medical Service Center

We've assumed that claim administration and member services for the quoted plans will be managed centrally by the Arlington, TX Service Center. Members will be able to reach the Member Service representatives Monday through Friday, from 8 a.m. to 6 p.m., CT.

Onshore Services

At your request, we have included the cost to handle the following services within the United States. If you'd like to make changes to these services, please contact your Account Manager.

- Claim Adjudication

Certain ancillary services such as imaging, error correction, intake and triage for complaints, grievances and appeals, and internal application development and technical support may be handled outside of the United States, which is consistent with our standard claim determination and payment procedures.

Reporting and Data Transfer

Aetna Intellectual Property

Under the Agreement, you may have access to certain of Aetna's Plan Sponsor reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing the Services under the Agreement ("Aetna IP"). Aetna will grant you, as the Plan Sponsor, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in the Agreement. You agree not to modify, create derivative product from, copy, duplicate, decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in the Agreement shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent, or otherwise transfer or convey, the

8/23/2023

Proprietary



Caveats Self-Funded

County Of El Paso

Caveats - Self-Funded

Effective Date: January 01, 2024

Aetna IP to you.

Data Integration (Historical)

Our renewal assumes one historical medical and one historical pharmacy data integration feed. Additional fees will apply if feeds from more than one historical vendor are required.

Data Integration (Ongoing)

Options and pricing for integrating claims data from an external vendor into one or more of our systems will vary depending on the scale of your integration needs.

Data Transfer at Termination

Upon Agreement termination, we agree to cooperate with succeeding administrators in producing and transferring required claim and enrollment data. Data will be transferred within 30 days after determination of specific format and content requirements, subject to a charge that is based on direct labor cost and data processing time.

Banking

We've assumed that you provide funds through a bank initiated Fedwire wire transfer for drafts issued under the self-funded arrangement assumed in this renewal.

When claims have accumulated to more than \$20,000, a request will be sent to you and/or your bank requesting funds for the total claims from the previous day(s). For most customers, this will mean daily claim wire transfers. In addition, there will be a month end close out request on the first banking day of each subsequent month.

The proposed banking arrangement is subject to change based on results of a credit risk evaluation. We will complete an evaluation upon notification of sale.

We've assumed you'll use no more than three primary banking lines which are shared across all self-funded products, excluding Flexible Spending Account (FSAs). Additional wire lines and customized banking arrangements will result in an adjustment to the proposed pricing.

Additional

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your Agreement. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure Document, the information in your package prevails.

[https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/Large%20Group%20Self-Funded%20Medical%20Underwriting%20\(UW\)%20Disclosures%20as%20of%2005-02-2023.pdf](https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/Large%20Group%20Self-Funded%20Medical%20Underwriting%20(UW)%20Disclosures%20as%20of%2005-02-2023.pdf)

Legislative and Regulatory Requirements

Affordable Care Act (ACA) Taxes and Fees - Notice to Self-Funded Group Health Plan's Financial Liability

The Affordable Care Act (ACA) imposed Patient-Centered Outcome Research Trust Fund fee (PCORI) on the issuers of specified health insurance policies and plan sponsors of applicable self-insured health plans. The fee was set to end in 2019, but it was extended for 10 years through 2029. The fee applies to policy or plan years ending on or after October 1, 2012, and before October 1, 2029.

Any taxes or fees (assessments) related to the Affordable Care Act that apply to the self-insured health plans are your obligation. The Administrative Service Fee does not include any such liability or the remittance of the fees on your behalf.

NSA Payment Practices

The No Surprises Act (NSA) applies to certain out of network claims at participating facilities when the member doesn't have a choice or is unaware the provider is out of network. The law protects plan participants by limiting cost sharing to the preferred benefit level and prohibits balance billing by out of network providers. For NSA eligible claims, we will pay the out of network provider an initial payment amount. In most cases, the initial payment will be an amount equal to the qualifying payment amount as defined in NSA regulations (generally, the median contracted rate for a specific service in a

8/23/2023

Proprietary



Caveats Self-Funded

County Of El Paso

Caveats - Self-Funded

Effective Date: January 01, 2024

geographic area). A provider may choose to go to independent dispute resolution (IDR) if the provider does not accept our payment as payment in full. During the IDR process, you authorize us to pay more than the qualified payment amount in order to reasonably settle the matter when it appears expedient to do so.

Recovery of Overpayments

Our process of recovering overpayments attempts to recoup money in the most accurate, effective, and cost-efficient manner.

When seeking recovery of overpayments from a provider, we have established the following process: If unable to recover the overpayment through other means, we may offset one or more future payments to that provider for services rendered to Plan Participants by an amount equal to the prior overpayment. We may reduce future payments to the provider (including payments made to that provider involving your or other health and welfare plans that are administered by us) by the amount of the overpayment, and we will credit the recovered amount to the plan that overpaid the provider. By entering into an agreement with us, you are agreeing that its right to recover overpayments shall be governed by this process and that it has no right to recover any specific overpayment unless otherwise provided for in the Agreement.