



BANNOCK COUNTY COMMISSIONERS' – MEETING

Commissioners' Agenda

The Board of County Commissioners (BOCC) is comprised of the three elected County Commissioners: Ernie Moser (District 1), Jeff Hough (District 2, Chair), and Ken Bullock (District 3). The BOCC generally meets twice weekly: Tuesdays & Thursdays at 9:00 a.m. Unless otherwise noted, meetings are generally held in the Commissioner's Chambers at 624 E Center, Room 212, Pocatello, Idaho. During these public meetings, the BOCC may approve contracts, expend funds, hear testimony, make decisions on land use cases, and take care of other County matters.

Times are subject to change within 15 minutes of the stated time.

Thursday, July 3, 2025

9:00 AM Business Meeting (action items)

Agenda:

- Steven Liechty, Rocky Mountain Power, annual business update
- Scott Crowther, Business Manager and Events Director, seeking approval of and signature on (1) Rental Agreement with Mike Johnson Vegas Tuffest Qualifier Event, and (2) contract with Nason House of Hope Family Fun Night (requested 10 minutes) (action items)
- Matthew K. Phillips, Human Resources and Risk Management, requesting approval of and signature on the Administrative Services Agreement between GemPlan and Blue Cross of Idaho Health Service, Inc. (requested 5 minutes) (action item)
- Shanda Crystal, Procurement, regarding (1) potential signature on an Independent Contractor Agreement with Booth Architecture, and (2) providing a procurement update (requested 5 minutes) (action item)
- Kristi Klauser, Comptroller, Fiscal Year 2026 Budget Recap (AMENDED to include) possible Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following Executive Session (action item)

Claims Agenda:

- Board of Ambulance District: Invoices and Commissioner Report
- Board of Commissioners: Invoices, Commissioners Reports, and Credit Applications
- Salary Rate Approval Forms/Notice of Separation with Potential Executive Session under Idaho Code §74-206(1)(a)&(b) regarding personnel with potential action following adjournment of Executive Session
- Payroll Report
- Alcohol Licenses and Permits
- Certificate of Residency Approval
- Mileage Reimbursement Requests
- Technology Request Form
- Independence Day Vendor Agreements
- Memorandum Authorization for Accounts Payable
- Cardholder User Agreement and Authorization

10:00 AM Board of Equalization and Administrative BOE Reviews throughout the day as needed (action items)

1:00 PM Board of Equalization and Administrative BOE Reviews throughout the day as needed (action items)



BANNOCK COUNTY COMMISSIONERS

624 E. Center, Pocatello, ID 83201
Phone: (208) 236-7210 • Fax: (208) 236-7363

ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCK
Commissioner
3rd District

CONCERNS/ISSUES REQUEST FORM

Once you have filled out this form, you can email the completed form to commission@bannockcounty.us; fax it to 208-236-7363; or send it by mail to: Bannock County Commissioners, 624 E. Center St., Room 101, Pocatello, ID 83201. *Please be sure to include any supporting documents.* If you have any questions, feel free to call 208-236-7210.

Name:

Steven Liechty

Phone/Email:

801-678-1428/steven.liechty

Concern/issue/question:

Rocky Mountain Power Business Update

Suggested solution?

NA

Please include any supporting documents with your Concerns/Issues Request Form.

Commission Office Only:

Date: 7/3/25

Department: _____

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Business Meeting Agenda Request Form

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:15 a.m.** in the Commissioners' Chambers in the Bannock County Courthouse, Room 212; 624 E Center Pocatello, Idaho or as noticed **48 hours** prior to the meeting at <https://bannockcounty.us/commissioners/>. The Commissioners also hold meetings throughout the week as coordinated with the Commissioners' staff. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special accommodations to participate in public meetings should contact the Commissioners' Office at 208-236-7210, three to five working days before the meeting.

Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Mike Johnson Vegas Tuffest Qualifier Event Rental Agreement approval

Date of meeting being requested:

07/03/2025

Time requested:

5 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?

Agreement

Contract/Agreement Begin Date:

07/25/2025

Contract/Agreement End Date:

07/25/2025

List of additional attendees:

Scott Crowther, Chaney Nielsen, Teri Jones, Lynette Smith

Bannock County Event Center Rental Agreement

This Rental Agreement is made by and between Bannock County, a political subdivision of the State of Idaho, (hereinafter referred to as "BANNOCK COUNTY") and Mike Johnson Vegas Tuffest Qualifier Event.

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. **NAME OF EVENT:** Mike Johnson Vegas Tuffest Qualifier Event
2. **DATE(S) OF EVENT:** The above referenced Event is held once per year. The Mike Johnson Vegas Tuffest Qualifier event to be held on July 25, 2025.
3. **FEES:** Mike Johnson Vegas Tuffest Qualifier's shall pay BANNOCK COUNTY a fee of **\$600.00** for the use of the Grandstands, Upper Arena, and tractor. This fee includes allowing (1) outside vendor access and use of the facility.
4. **PAYMENT:** The entire balance owing shall be paid to BANNOCK COUNTY at least seven (7) days prior to the scheduled Event.
5. **FACILITIES:** Mike Johnson Vegas Tuffest Qualifier's shall have exclusive access and use of the following facilities at the Event Center: Bannock County's Upper Arena, Bannock County's Grandstands, Bannock County's announcer's booth, Bannock County's PA system, Bannock County's ticket booth, and Bannock County's tractor. Nothing contained herein shall contemplate the use or control of areas and/or structures yet to be developed or erected.
 - a. **RV SITE:** BANNOCK COUNTY will receive all the revenue from the old and new RV park. Mike Johnson Vegas Tuffest Qualifier's shall be responsible for complying with applicable state, local, and federal laws or regulations. BANNOCK COUNTY will unlock power boxes and allow access to water supply for use during this Event. Mike Johnson Vegas Tuffest Qualifier's shall notify the Event Center staff of any maintenance needs as they may arise.
 - b. **HORSE STALLS:** BANNOCK COUNTY shall be responsible for the collection of any rent/fee they deem proper for use of the Horse Stalls; which agreement shall be solely between BANNOCK COUNTY and the user. Mike Johnson Vegas Tuffest Qualifier's shall be responsible for complying with applicable state, local, and federal laws or regulations. BANNOCK COUNTY shall be responsible for scheduling and cleaning the stalls. BANNOCK COUNTY will ensure the stalls are functional and in good repair prior to the Event.

6. **VENDORS:** Mike Johnson Vegas Tuffest Qualifier's recognize BANNOCK COUNTY'S right to charge fees for outside Vendors. In consideration of waiving this right, Mike Johnson Vegas Tuffest Qualifier's is paying a fee to Bannock County with terms contained in Paragraph 3 of this Agreement. Mike Johnson Vegas Tuffest Qualifier's shall be responsible for complying with applicable state, local, and federal laws or regulations.
7. **CONCESSIONS:** Concessions located at the Bannock County Event Center will be maintained by BANNOCK COUNTY'S staff. BANNOCK COUNTY will receive 100% of concession sales AFTER costs of operation, food, etc. are covered.
8. **FOOD TRUCKS/VENDORS:** Mike Johnson Vegas Tuffest Qualifier's will be allowed to have one (1) food truck/vendor. Food truck/vendor will be required to have all certified inspections BEFORE entering onto the property of Bannock County, this includes but is not limited to a fire inspection, an electrical inspection, and a Food Safety certification provided from Southeastern Idaho Public Health. Food truck/vendor will be responsible for all costs regarding inspections and will report said documents and fees to the BANNOCK COUNTY'S staff BEFORE the event. NOTE: Overnight camping for food truck/vendor will be permitted in RV park. Standard rates will apply. Food truck/vendor will not be allowed to park on BANNOCK COUNTY grass areas, but only designated areas approved by the BANNOCK COUNTY'S staff.
9. **SPONSORSHIPS:** BANNOCK COUNTY recognizes the right of Mike Johnson Vegas Tuffest Qualifier's to obtain and display Sponsorships for this Event. No discriminatory, vulgar or offensive advertising of any kind shall be permitted on Bannock County property. Additionally, BANNOCK COUNTY has current and ongoing independent sponsorships displayed in certain areas at the Facilities to be used. Mike Johnson Vegas Tuffest Qualifier's shall in no way obstruct or hinder from view, any sponsorships BANNOCK COUNTY may currently have displayed at the time of the Event.
10. **EQUIPMENT USE:** BANNOCK COUNTY shall provide Mike Johnson Vegas Tuffest Qualifier's a County tractor to work the arena during the performances. Mike Johnson Vegas Tuffest Qualifier's shall provide a tractor driver to use the County tractor during these times. Mike Johnson Vegas Tuffest Qualifier's shall sign a County provided waiver prior to any use of the tractor. Mike Johnson Vegas Tuffest Qualifier's is responsible for providing a qualified, experienced tractor driver, and will represent the same upon signing the waiver. No other BANNOCK COUNTY equipment shall be used by Mike Johnson Vegas Tuffest Qualifier's, its agents, officers, employees, volunteers or patrons without the express written permission of BANNOCK COUNTY, along with a signed waiver.

11. MISCELLANEOUS TERMS AND CONDITIONS:

- a. Mike Johnson Vegas Tuffest Qualifiers are responsible for and shall pay to repair all damage caused by its employees, volunteers, agents, participants or invitees to any fixtures, equipment, facilities, and /or grounds as a result of use.
- b. Use of the Facilities shall be in accord with applicable state, local and federal laws and regulations.
- c. Approval must be obtained for the erection of buildings, tents, enclosures, structures, signs outdoor; no nails, paint or anything to walls; no tape on concrete floors.
- d. All temporary structures, forms, booths, etc., shall be removed within 24 hours of Event.
- e. Security is the responsibility of Mike Johnson Vegas Tuffest Qualifier's at its own expense as is deemed necessary for protection of valuable displays and buildings during the Event, day and night.

12. **INSURANCE:** Mike Johnson Vegas Tuffest Qualifier's shall provide a Certificate of Liability Insurance naming BANNOCK COUNTY and agents as additionally insured in a \$1,000,000 combined single limit policy, which shall be delivered to the Bannock County Event Center Office ten (10) days prior to the Event.

13. **HAZARDOUS ACTIVITY:** Mike Johnson Vegas Tuffest Qualifier's recognize this Event has activities which carry inherent risk or injury, property destruction or death. As such, Mike Johnson Vegas Tuffest Qualifier's shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, language contained Paragraph 13(a). Said waivers are subject to the approval of BANNOCK COUNTY prior to use of the Facilities. Copies of signed waivers shall be provided to BANNOCK COUNTY upon request. This requirement does not, in any way, abrogate the requirement for indemnification contained herein, abrogate the invocation of sovereign immunity herein, eliminate the requirement by the County for proof of sufficient insurance, nor abrogate any defenses or immunities provided by law.

- a. Mike Johnson Vegas Tuffest Qualifier's shall have participants sign a release and discharge of Bannock County, its elected and appointed officials, and employees and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of any participation in the above described activity or event.

14. **WARRANTIES:** There are no express or implied warranties provided by BANNOCK COUNTY. Mike Johnson Vegas Tuffest Qualifier's, in executing this

agreement, is relying upon its own judgement, information, and inspection of the property.

15. **ENTRY BY BANNOCK COUNTY:** BANNOCK COUNTY shall have the right to enter the Facilities at any time to examine the same and determine proper use and compliance with this Agreement.
16. **ASSIGNMENT OR SUBLETTING PROHIBITED:** Mike Johnson Vegas Tuffest Qualifier's shall not assign this rental agreement nor sublet the whole or any part thereof without the written consent of BANNOCK COUNTY.
17. **TERMINATION:** This Agreement may be terminated at any time by either party, if the other party materially breaches any of its representations, warranties or obligations under this Agreement. In the event of such breach, and prior to terminating, the party alleging any breach must notify the other party, in writing, and state the nature of the breach, giving the breaching party an opportunity to cure. The time-period for the opportunity to cure shall be reasonable given the nature and timing of the alleged breach. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including all attorneys' fees and costs of enforcing this Agreement.
18. **GOOD FAITH:** BANNOCK COUNTY and Mike Johnson Vegas Tuffest Qualifier's shall continue to engage in good-faith communication and negotiation during the term of this agreement to help keep costs low for use by Mike Johnson Vegas Tuffest Qualifier's, while also contemplating the actual costs to BANNOCK COUNTY.
19. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
20. **ATTORNEY FEES:** If action is brought to enforce the terms or provisions of this lease or to enforce forfeiture for default or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
21. **NOTICES:** Any notice required under this Agreement may be served upon BANNOCK COUNTY by hand delivery or USPS First-Class Mail, to Bannock County Event Center Office at 10588 Fairgrounds Road, Pocatello, ID 83201, and any notice may be served upon Mike Johnson Vegas Tuffest Qualifier's by hand delivery or USPS First-Class Mail to Lynette Smith, 342 Smith Lane, Montpelier, ID 83254. Service of a notice by US Mail shall be deemed complete upon the date

of the postmark by US Mail. Either party may change the address for services of notice by written notice to the other party.

DATED this 3rd day of July, 2025.

BANNOCK COUNTY

By: _____ Date _____

BANNOCK COUNTY BOARD OF COMMISSIONERS

_____ Date 7/3/2025
Jeff Hough, Chairman

_____ Date 7/3/2025
Ernie Moser, Commissioner

_____ Date 7/3/2025
Ken Bullock, Commissioner

MIKE JOHNSON VEGAS TUFFEST QUALIFIER EVENT

Lynette Smith, Secretary

BANNOCK COUNTY COMMISSIONERS
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Business Meeting Agenda Request Form

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Requestor Name:

Teri Jones

Department:

Event Center

Requestor Email:

tjones@bannockcounty.us

Item(s) to be considered:

Request approval of a fee waiver for Nason House of Hope Family Fun Night.

Date of meeting being requested:

07/03/2025

Time requested:

5 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?

Contract

Contract/Agreement Begin Date:

08/16/2025

Contract/Agreement End Date:

08/16/2025

List of additional attendees:

Scott Crowther, Chaney Nielsen, Teri Jones, Guy Nason



office Hours: Monday thru Friday 8:00 a.m. to

5:00 p.m., Closed Weekends and Holidays

Mailing Address: 10588 Fairgrounds Road,
Pocatello, Idaho 83201

Email: eventcenter@bannockcounty.us

Phone: 208-237-1340

Payment Received: _____
Insurance Received: _____
Permits Received: _____
501(c) Received: _____
RecDesk Outlook Board
Spreadsheet Reservation Listing

EVENT CENTER, WELLNESS COMPLEX AND FAIRGROUNDS CONTRACT

This is a request for facility reservation. Please complete all information. Incomplete information will result in a delay in the review of your contract. The information is requested to assist in the review and consideration of your request to rent a County facility. Historical users (using their original dates) have first priority. All other requests are on a first come – first served basis.

APPLICATION INFORMATION

- Company/Origination Name: (event host) Nason House of Hope Inc.
- Contact Name: (who will sign the contract) Guy Nason Title: CEO - Founder
- Mailing Address: 772 Fir st
- City: Pocatello State: Idaho Zip Code: 83201
- Cell Phone: 208-646-8061 Email: guy@nasonhouseofhope.org

EVENT INFORMATION

- Event Name: Nason House of Hope Family Fun Night Area Requested: Mystic Gardens Pavilion #2 and Championship fields
- Event Description: Please see page 6 at bottom of application
- Event Date(s): August 16, 2025 Estimated Number of Attendees: 100-400
- Event Start Time: 12pm Event End Time: 7pm
- Additional Set-Up or Tear Down Days (if needed): 2 hours before and after
- Paid Admission Event: YES _____ NO X Cost _____ Event Open to the Public: YES X NO _____
- 501(c)(3): YES X NO _____ Non-Profit Name: Nason House of Hope Inc Tax ID #: 93-2833478
- Will Alcohol Be Served/Consumed? YES _____ NO X (if yes, county permit (\$20) must be provided and present at event)

THE COUNTY SHALL:

Permit the Applicant to occupy the space as written above, to prepare buildings or erect temporary booths, which Applicant may use during the rental periods.

Permit the Applicant to display, demonstrate, sell, solicit or operate their business with the limits of their lease.

Use reasonable safeguards against fire, theft, and accidents, but does not assume any liability for damages to goods or property of the Applicant from fire, theft, water or storm, or any liability for accidents to persons or property caused under, or by virtue of the apparitions of Lessee under this contract.

Have a lien upon any and all property stored, used or located upon the leased space, or elsewhere upon the fairgrounds by the Lessee for any and all damages sustained by the breach of this contract or otherwise caused by the Applicant, and shall have the right to restrain such property or any part of it without process of law, and may appropriate any or all such as its own to satisfy and such claim.

Reserve the right to all food concession, unless otherwise permitted. If additional vendors are permitted menu must not compete with menu of fixed site.

THE APPLICANT SHALL:

Obtain approval for erection of buildings, tents, enclosures, structures and signs outdoor from County.

Not nail, drill, paint, or do anything to change appearance of the walls. Do not use tape on concrete.

Remove all temporary structures, forms, booths, etc. within twenty-four (24) hours after termination of lease. Items left after that time become the property of the County, to make such disposition as they shall see fit.

Not do any additional electrical wiring without permission of County.

Not permit any ale, beer or intoxicating liquor of any kind to be consumed by the Applicant, his employees, agents or guests without proper permit.

Collect fees for the RV rental spaces at \$35.00/\$45.00 per space, per day and turn the rental fees collected, into the office at the conclusion of the event.

Comply fully with all laws and ordinances of the Bannock County Fire Protection District #1.

Agrees to furnish security at its own expense as is deemed necessary for protection of valuable displays and buildings during the event day and night.

Applicant agrees to furnish the County a Certificate of Insurance naming Bannock County and agents as additionally insured in a \$1,000,000.00 combined single limit policy, such policy being delivered to Event Center Office ten (10) days prior to move in time.

Applicant shall provide a security deposit as indicated on the fee schedule, payable when reservation for facility is taken and contract signed. Payment will be held as a security binding. Deposit will be refunded if notification of cancellation is received thirty (30) days prior to event or upon final inspection of facilities, provided there has been no damage and facility is returned in same condition as received. (Clean)

The Lessee will pay the building/grounds rental fees thirty (30) days prior to the event (unless other arrangements are made prior to the event) in the amount of: \$ 450.00 (see attached page for fee schedule).

Please make checks payable to – *Request fee waiver \$550.00* Bannock County Fairgrounds. Sales tax shall be collected as per Idaho Sales Tax Commission rules.

Bannock County Commissioners

BANNOCK COUNTY

_____ Date _____

Jeff Hough, Chairman

_____ Date _____

Ernie Moser, Commissioner

By: _____ Date _____

_____ Date _____

Ken Bullock, Commissioner

A. The terms of this contract shall commence and be binding upon the parties when the last signature is affixed to this contract, and final approval and granting of the application is made by the Bannock County Commissioners. No use of County facilities or grounds shall take place in the absence of approval. The terms of this contract shall remain in full force and effect until all obligations are fully performed or it is terminated as provided herein.

B. A fee as set by the Bannock County Commissioners, including but not limited to additional security, shall be paid by Applicant for the use of facilities and/or grounds. If waiver or reduction of fees has been requested, this must be approved by the Bannock County Commissioners and Applicant must comply with such terms set by the Board.

C. Applicant shall use only those parts of the facilities and/or grounds applied for and essential for the use. Applicant's use of facilities and grounds shall occur only with the agreement and acquiescence of the Bannock County Commissioners and take place in such a manner as shall not interfere with the use of building and grounds by the County or other users.

D. Applicant is responsible for and shall pay to repair all damage caused by its employees, volunteers, agents, participants or invitees to any fixtures, equipment, facilities and/or grounds as a result of the use.

E. Applicant shall clean, if necessary, all areas of any facilities and/or grounds which are used pursuant to this Agreement and shall leave the building(s) and/or grounds in the state it was prior to the commencement of the use. Failure of Applicant to clean areas of the buildings and/or grounds to the satisfaction of the County shall result in an assessment of costs or loss of deposit to Applicant for any necessary cleaning. The County reserves the right to request and receive an appropriate security and or cleaning deposit from Applicant if deemed necessary. Costs for any repairs or cleaning required may be deducted from said deposit.

F. Applicant agrees that the use of County buildings and grounds shall be in accord with any applicable state, local or federal law or regulation.

G. Applicant agrees that in the event any hazardous or potentially hazardous activities are contemplated in Applicant's use of the facilities; the Applicant shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, the following language in paragraph G(I). Said waivers are subject to the approval of the County prior to use of the facilities. Copies of all signed waivers shall be provided to the County upon request. This requirement does not, in any way, abrogate the requirement for indemnification herein, abrogate the invocation of sovereign immunity herein, eliminate any requirement imposed by the County for proof of sufficient insurance, nor modify or abrogate any defenses or immunities provided by law. Hazardous activities include, but are not limited to any sport or activity whether involving animals or equipment which carries an inherent risk or injury, property destruction or death. The Applicant agrees that decisions by the County or County staff to require or not to require the execution or submission of waivers do not abrogate any immunities or defenses provided by law. The County staff has complete discretion in the decision to require or not require the execution and submission of waivers in connection with any event.

G.(1) Applicant shall have participants sign a release and discharge of Bannock County, its elected and appointed officials, and employees and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of my participation in the above described activity or events.

H. Maintenance. Bannock County agrees that regular maintenance of the grounds, parking lots and buildings will be the responsibility of the County.

I. Default. Each and every term and condition hereof shall be deemed to be a material element of the Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

J. Independent Entities. County and Applicant are independent entities and their employees, volunteers, participants or invitees are not to be considered agents or employees of the other. Actions performed by Applicant pursuant to this contract are those of an independent agent and not those of an employee of the County.

K. Entire Agreement. This contract, with any properly executed addendums, represents the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

L. Assignment. Neither this contract, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

M. Modification. This Application and Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

N. Invalidity. The parties mutually understand and agree this contract shall be governed by and interpreted pursuant to the laws of the State of Idaho. If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this contract are fully severable.

O. Venue. If any dispute arises between the parties from or concerning this contract or the subject matter hereof, any suit or proceeding at law or inequity shall be brought in the District Court of the State of Idaho, County of Bannock. Nothing in this clause shall be interpreted or construed to waive the County's assertion of governmental immunity.

P. Contingencies. Applicant certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Q. Discrimination. All parties agree they will not discriminate against any person who performs work under the terms and conditions of this contract because of race, color, gender, creed, handicapping conditions or national origin.

R. ADA Compliance. All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

S. Governmental Immunity. The Bannock County Commissioners and Bannock County do not waive their governmental immunity provided by any law by entering into and/or granting this contract and the County fully retains all immunities and defenses provided by law with regard to any action based upon this Agreement. Further, the County and its elected and appointed officials do not waive their governmental immunity under contract, tort or any other applicable theory of law by entering into or granting this contract.

T. Force Majeure. Neither party shall be liable to perform under this contract if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

U. Notices. All notices required and permitted under this contract shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

V. Indemnification. To the fullest extent permitted by law, Applicant agrees to indemnify and hold Harmless Bannock County and its elected and appointed officials, employees and volunteers from any and all claims, damages, losses and expenses, including reasonable attorney's fees, for injuries, illness, death, property damage, claims, penalties, actions, demands or expenses arising from or in connection with this contract. In granting this contract, Bannock County may, in its sole discretion, require Applicant to show proof of insurance sufficient to cover Applicant's obligations pursuant to this clause. No use of buildings or grounds may commence until Bannock County Risk Management or County Legal Counsel has reviewed and approved the insurance coverage obtained/provided by Applicant if so required.

W. Third Party Beneficiary. The parties do not intend to create in any other individual or entity the status of third-party beneficiary and this Application and Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this contract shall operate only between the parties to this contract and shall inure solely to the benefit of the parties to this contract. The parties to this contract intend and expressly agree that only parties' signatory to this contract shall have any legal or equitable right to seek to enforce this contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of it, or to bring action for its breach. This provision is not intended to waive the County's governmental immunity in any way and shall not be construed to waive said governmental immunity in any way.

X. Termination. This Agreement may be terminated by either party at any time for failure of another party to comply with the terms and conditions of this Agreement; by Bannock County with fifteen (15) days' prior written notice to other parties; or upon mutual written agreement by all parties.

Y. Appropriations Clause. Bannock County's obligations under this Application and Agreement are conditioned upon the availability of Funds which are appropriated or allocated for such obligations. If funds are not allocated and available for the continuance of said obligations, the contract may be terminated by the County at the end of the period for which funds are available. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. Z. Alteration or Additions. Without the written consent of the County, or unless otherwise allowed by this Agreement, the Applicant shall not make any improvements to or alterations of the premises. Any alterations or improvements to the premises made by the Applicant shall become part of the realty and the property of the County.

6/18/2025
Date

Nason House of Hope Inc
Applicant

Guy Nason
Print Name

ADDITIONAL EVENT INFORMATION

EVENT NAME: Nason House of Hope Family fun night fundraiser

DATE:

August 16, 2025

TIME OF EVENT: 12pm -7pm

AREA: Pavillion #2 and championship fields

ADDITIONAL EVENT DETAILS:

Purpose: To raise funds and awareness for Nason House of Hope, a nonprofit dedicated to supporting youth struggling with mental health and substance abuse through residential care, education, and therapy programs.

Event Highlights:

- Family-Friendly Activities: Bounce houses, face painting, and carnival-style games to engage children and families.
- Informational Booths: Opportunities to learn about Nason House of Hope's mission, services, and how the community can get involved.
- Food Trucks: A variety of local food vendors offering diverse, affordable options for attendees.
- Tribute Wall: A special memorial space honoring youth affected by mental health and substance abuse, fostering healing and remembrance.
- Community Support: All proceeds will support Nason House of Hope's programs, including a safe detox center, accredited school, trade education, and animal therapy.

Request for Fee Waiver:

Nason House of Hope is a 501(c)(3) nonprofit organization committed to transforming the lives of at-risk youth and their families in Bannock County. This fundraiser aims to address critical community needs, including mental health support and substance abuse recovery, while promoting family unity and education. We respectfully request a waiver of the event center fee to maximize funds for our programs, which serve as a vital resource for local youth. This event will not only raise awareness but also strengthen community ties, aligning with the center's mission to support public welfare. We are prepared to collaborate with facility staff to ensure a successful and respectful event.

Estimated Attendance: 100-300 community members, including families, local businesses, and supporters.

Logistics: Nason House of Hope will handle setup, cleanup, security coordination, and liability insurance, minimizing any burden on the facility.

We appreciate your consideration and look forward to the opportunity to bring this meaningful event to our community.

SPECIAL SET UP INSTRUCTIONS:

Set up should be simple, will need electricity for bounce houses, will utilize a microphone and speaker to speak to crowd.

NOTES/DRAWINGS:

*need to provide own
generators for power
will need to provide port-A-pottys
will need to clean up all trash*

BANNOCK COUNTY COMMISSIONERS

621 E. Center, Pocatello, ID 83201
Phone: (208) 236-7210 • Fax: (208) 232-7363



ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCK
Commissioner
3rd District

AGENDA REQUEST FORM

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:00 AM** in the Commissioners' Chambers in the Bannock County Courthouse, 624 E. Center, Room 212, Pocatello, Idaho, or as noticed **48 hours** prior to the meeting at <https://www.bannockcounty.us/commissioners/>. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special meetings should contact the Commissioner's Office at [208-236-7210](tel:208-236-7210), three to five working days before the meeting.

E-mail this completed form and any supporting documents to agendarequest@bannockcounty.us by NOON on the Thursday prior to the scheduled meeting.

Name/Department:

Matthew K. Phillips / Human Resources & Risk Management

Item to be considered/background:

Request approval of Blue Cross of Idaho administrative services agreement renewal for GEM Health,Dental,Vision plan for 2024-25 plan year.

How much time will be needed? Meeting date requested:

5 minutes

7/3/25

Does this item involve a contract, agreement, external funding application or award acceptance?

YES NO

Have all supporting documents been included with this form?

YES NO

List of attendees:

Please include any supporting documents with your Agenda Session Request Form.

Commissioner Office Only:

Date: 7/3/25 Time: _____

Administrative Services Agreement

Between

GEMPLAN

And

**BLUE CROSS OF IDAHO HEALTH
SERVICE, INC.**

Administrative Services Agreement

Between

GEMPLAN

And

**BLUE CROSS OF IDAHO HEALTH
SERVICE, INC.**

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ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement is made and entered into by and between **BLUE CROSS OF IDAHO HEALTH SERVICE, INC.**, (“BCI”), and the **GOVERNMENT EMPLOYEES MEDICAL PLAN (“GEMPLAN”)**, a joint powers entity under Idaho Code Section 67-2328, (“the GemPlan”). BCI and GemPlan may hereinafter be collectively referred to as the “Parties”, and individually referred to as a “Party”.

RECITALS

GemPlan is the sponsor of a self-insured health care benefit plan(s) (the “Plan(s)”) for participating public agency (“Members”) eligible employees, spouses and dependents (the “Participant(s)”) and has requested and BCI has agreed to provide general administrative services and benefit payment services to the Plan, in accordance with the terms of this Agreement. The Parties may, from time to time, agree that BCI will provide additional services described in the attached Appendix D. The terms and conditions of additional services BCI agrees to perform for GemPlan are included in Appendix D. The fees and/or percentage of savings charged as compensation for the administration of these services is outlined in Appendix D.

Now, therefore, in consideration of the mutual promises and covenants contained in this Agreement, GemPlan and BCI agree as follows:

TERMS

ARTICLE I Definitions

For reference, most terms defined in this section are capitalized throughout this Agreement. Other terms may be defined where they appear in this Agreement. Other terms capitalized but not defined in this Agreement shall have the meaning set forth in the Plan Document.

1. **Administrative Services Agreement:** This Administrative Services Agreement, Exhibits, Attachments and Appendices hereto.
2. **Affordable Care Act (the “ACA”):** The Patient Protection and Affordable Care Act of 2010.
3. **Allowed Charge:** The amount payable for a Prescription Drug dispensed to a Participant based on the reimbursement formula determined between BCI and its PBM plus a \$0.95 dispensing fee for a Prescription Drug dispensed by a Retail Participating Pharmacy.
4. **Benefit Claim:** Request for payment for a Covered Service received by Participant.
5. **Brand Drug (Brand):** a drug with the multi-source code of “M”, “N”, or “O”, or similar equivalent as of the date of Prescription Drug Claim adjudication. A Brand Drug will not include Prescription Drug Claims for: (a) a drug or product with a DAW code of 3, 4, 5, 6, or 9 as of the date of Prescription Drug Claim adjudication; or (b) a drug or product adjudicated at a MAC price.
6. **Claim:** Written notification in a form acceptable under the Plan that health services or other benefits have been rendered or furnished to a Plan Participant. This notification must set forth in full the details of such service including, but not limited to, the Covered Person's name, age, sex and identification number, the name and address of the Provider, a specific itemized statement of the service rendered or furnished, the date of service, applicable diagnosis and the Claim Charge for such service and any other information required by federal law or ACA.
7. **Code:** The Internal Revenue Code of 1986, as amended.
8. **Covered Services:** When rendered by a Provider, a service, supply, or procedure specified in the Plan for which benefits will be provided to a Participant.

9. GemPlan – is a joint public agency health care plan established pursuant to Idaho Code Title 41, Chapter 41 that is governed by a board comprised of local elected officials. Gemplan also refers to the GemPlan trust and the GemPlan governing board which serves as the board of trustees of said trust.
10. Generic Drug (Generic): a drug that is not a Brand Drug, including the multi-source code of “Y” or similar equivalent, as of the date of Prescription Drug adjudication.
11. HIPAA: the Health Insurance Portability and Accountability Act of 1996, as amended.
12. Open Enrollment: Period designated by GemPlan and before the beginning of the Plan Year in which an eligible individual may enroll in a Plan offered by GemPlan.
13. Participants: Employees of the Members of GemPlan and their beneficiaries who are eligible to receive a benefit from the Plan in accordance with the meaning of the term “Beneficiary” under Section 41-4102, Idaho Code.
14. Plan(s): Self-insured health care benefit plan administered by BCI and maintained by GemPlan for the purpose of providing health care benefits to Participants. BCI is not an insurer or underwriter of the Plan(s).
15. Plan Document: A formal written document under which the Plan(s) is established and operated, which may include an umbrella or “wrap document”, and/or a separate Plan Summary.
16. Plan Year: The calendar, policy or fiscal year on which the records of the Plan(s) are kept.
17. Plan Governing Instrument(s): The Plan Documents, Plan Summaries, benefit descriptions and administrative procedures, including a schedule of any changes to these documents, certified by GemPlan to BCI in writing in accordance with the requirements of this Agreement to be the complete Plan governing instruments upon which BCI will administer all claims and appeals under this Agreement. To the extent there is any conflict between the Plan Governing Instrument(s) and the Summary Plan Document, the Summary Plan Document shall be the governing document upon which BCI will administer claims.
18. Plan Summary: A summary of the material provisions of the Plan Document provided to Participants of the Plan(s).
19. Provider: A person or entity that is licensed, where required, to render Covered Services.
20. Summary Plan Document: A BCI provided description of the benefits provided under the Plan.
21. Usual and Customary (“U&C”): the lowest price, including any Dispensing Fee, a Pharmacy would charge a customer without any insurance coverage if such customer were paying cash for the identical drug on the date dispensed and at that location.
22. Waiting Period: Period designated by each Member in which an individual must wait before becoming Eligible for a Plan.

ARTICLE II
Responsibilities of BCI

A. General Administrative Services.

1. Provide general administrative service required for the proper performance and delivery of benefit payment services such as care management, utilization management, medical management via a designated clinician team, and clinical quality management.
2. Furnish to GemPlan a Summary Plan Document, which describes the benefits and programs administered by BCI. BCI shall administer all claims and appeals in accordance with the last properly executed Summary Plan Document.
 - (1) BCI shall modify the Summary Plan Document at the direction of GemPlan, subject to the

requirement that GemPlan provide advance notice to BCI in accordance with Article III, Section B, of any changes to the Plan that may require a modification of the Summary Plan Document.

- (2) BCI will not be responsible for the printing, mailing, electronic posting or distribution of the Plan Document, Summary Plan Description, or Summary Plan Document.
3. Subject to the notification requirements of Article III.C, prepare the Summary of Benefits and Coverage ("SBC") and Uniform Glossary required by the ACA for each coverage option administered by BCI on behalf of GemPlan. GemPlan is solely responsible for ensuring that the SBC accurately reflects the benefits each Member offers.
4. BCI will be responsible for posting the SBC electronically to BCI's SBC look-up portal. The fee for SBC preparation is included in the Administrative Fee. BCI will not be responsible for the printing, mailing or distribution of the SBC's. GemPlan will reimburse BCI for any costs incurred with respect to SBC language translations.
5. Maintain enrollment and eligibility files. BCI will rely upon GemPlan to provide accurate eligibility and enrollment information as set forth in Article III. BCI will enroll and dis-enroll Participants at the direction of, and upon timely notice of GemPlan.
6. Provide identification cards for distribution to Participants, or as directed in writing by GemPlan to specific agencies.
7. BCI shall prepare and deliver to GemPlan the following reports:
 - a. a weekly summary of paid claims, which includes IDR claims.
 - b. monthly experience reports available on the BCI reporting system for retrieval showing claims paid and administrative fees.
 - c. annual claims utilization reports.
 - d. information necessary for GemPlan's preparation of annual reports, if requested by GemPlan.
 - e. Additional reports, and an Incurred But Not Reported ("IBNR") estimate shall be provided in accordance with the fees specified in Appendix D. Additional reports, data feeds and file feeds not specified in Appendix D will only be provided upon written request and amendment to the Agreement.
8. Upon written request, provide a sample Non-Quantitative Treatment Limitation (NQTL) comparative analysis report ("NQTL Report") based on BCI's most prevalent standard product design. BCI is not responsible for (i) preparing, maintaining, analyzing, or documenting any NQTL Report for the Plan, including any Plan-specific terms, services not administered by BCI, specific findings and conclusions, and the summary analysis, or (ii) responding to any regulatory inquiries regarding Plan's compliance with the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act (MHPAEA), including any NQTL Report, unless the Parties negotiate an amendment to this Agreement to add a statement of work (SOW) for such services. The services and pricing for such services shall be set forth in the SOW.

B. Benefits Claim Services.

BCI shall:

1. Process and pay Benefit Claims on behalf of GemPlan, in accordance with the last properly executed Plan Document(s) and/or Summary Plan Document on file with BCI or as otherwise directed in writing by GemPlan. BCI deems a Plan Document to be properly executed when a copy of the Plan Document has been signed and adopted by GemPlan. In the event there is no properly executed Plan Document or Summary Plan Document on file with BCI, BCI reserves the right to administer claims in accordance with BCI's most standard benefit plan language.
2. Send Explanation of Benefits (EOB) to Participants when the claim is processed. EOB's may be delivered electronically unless the Participant has requested paper copies.
3. Conduct necessary investigation and make the initial determination of the validity of each request for benefits in accordance with determination guidelines provided by GemPlan.
4. Provide written notice to Participants of the initial denial of a Benefit Claim.
5. Provide GemPlan with assistance and information in connection with disputed Benefit Claims, which are appealed to GemPlan for final resolution; provided, however, that GemPlan acknowledges and agrees that it shall act as the claims fiduciary and any assistance or information provided by BCI as part of the final claims determination process will be reviewed independently by GemPlan and used solely by GemPlan to assist it in making its final determination on the claim.

6. BCI deems a Summary Plan Document to be properly executed when a copy of the Summary Plan Document has been approved and signed by GemPlan. BCI shall administer all claims and appeals in accordance with the last properly executed Summary Plan Document on file with BCI. In the event there is no properly executed Summary Plan Document on file with BCI, BCI reserves the right to administer the claims and appeals in accordance with BCI's most standard benefit plan language or the most recent properly executed Summary Plan Document on file with BCI.
7. In the event there are no Plan Governing Instrument(s) on file with BCI or the Plan Governing Instruments are incomplete, the GemPlan directs BCI to administer claims and appeals in accordance with BCI's most standard benefit plan language, which shall constitute the Plan Governing Instrument(s) for purposes of this Agreement until the GemPlan provides BCI in writing complete Plan Governing Instrument(s) in accordance with the requirements of this paragraph. GemPlan shall provide BCI with no less than ninety (90) calendar days advance notice of any change to the Plan Governing Instrument(s) with respect to a Plan. If GemPlan provides BCI with less than ninety (90) calendar days advance notice of a change to the Plan Governing Instrument(s), BCI will begin administering the Plan in accordance with the new Plan Governing Instrument(s) as soon as reasonably practicable; provided that BCI shall have no obligation under the Agreement to reprocess claims in accordance with the new Plan Governing Instrument(s) until ninety (90) calendar days after the GemPlan certified to BCI in writing the change to the Plan Governing Instrument(s), BCI reserves the right to review and approve any written description of changes to the Plan Governing Instrument(s) if BCI does not believe the schedule of changes provides adequate direction to BCI to administer claims under this Agreement.

C. Pre-Service and Urgent Appeals. GemPlan expressly delegates authority to BCI to decide all pre-service and urgent appeals. BCI shall receive, review and resolve all pre-service and urgent appeals that exhaust all of the Participant's internal appeal rights under the Plan.

D. Administration of Post-Service Appeals. BCI shall receive, review and resolve any first level post-service appeals by Participants of a denied Benefit Claim. In the event BCI receives a second level post-service appeal, BCI shall notify GemPlan in writing and provide GemPlan a complete copy of the administrative record, all appeal correspondence and any additional information GemPlan requests in writing that is relevant to the appeal. Following the GemPlan's written notification of its final benefits determination and decision regarding the post-service appeal to BCI, BCI shall communicate GemPlan's final benefits determination and decision regarding the second level post-service appeal to the Participant.

E. Run-out of Claims Services.

1. If this Agreement is terminated by mutual agreement or without cause pursuant to Article IV, BCI shall, for a period of twelve (12) months after termination ("Run-out Period"), process Benefit Claims for Benefit Payment Services under the Plan(s) which are received by BCI during the Run-out Period but are for Covered Services rendered prior to the date of termination. Except for the run-out of claims services described in this paragraph or except as expressly provided otherwise in this Agreement, all other obligations of BCI under this Agreement shall cease upon termination of this Agreement.
2. If this Agreement is terminated by BCI for cause pursuant to Article IV, BCI shall cease the processing of Benefit Claims as of the termination date, and GemPlan shall thereafter be responsible for the processing and for the payment of Benefit Claims, including any claims received by BCI but not yet processed by BCI and not yet paid for by GemPlan. If this Agreement is terminated by GemPlan for cause pursuant to Article IV, GemPlan may require BCI, for a period of twelve (12) months after termination ("Run-out Period"), to process Benefit Claims for Benefit Payment Services under the Plan(s) which are received by BCI during the Run-out Period but are for Covered Services rendered prior to the date of termination

Upon termination of the Agreement and provided all Fees have been paid, BCI will release to GemPlan or to a successor administrator, in BCI's standard format, all claims data, records and files within a reasonable time period following the termination date.

F. Prescription Drug Benefits Management Program.

1. This disclosure describes how Claims for Prescription Drug benefits are administered under BCI's Prescription Drug Benefits Management Program (the "PDBM Program") and what compensation is paid for BCI's operation of the Program.
2. BCI's designated prescription drug benefits manager ("PBM") is responsible for, among other things, pharmacy network development and management, Claims processing, retail, mail order and specialty pharmacy service, and rebate contracting and administration in connection with the PDBM Program. In carrying out those responsibilities, BCI's designated PBM contracts with pharmacies to be Participating Pharmacies under the PDBM Program and handles all interactions with those Participating Pharmacies.
3. The calculation of Participant liability on a Claim for a Prescription Drug that is a Covered Service dispensed by a Participating Pharmacy is based on the lesser of: (i) the Allowed Charge; (ii) the Participating Pharmacy's Usual and Customary charge; or (iii) any applicable designated dollar Copayment.
4. The calculation of GemPlan liability on a Claim for a Prescription Drug that is a Covered Service dispensed by a Participating Pharmacy is based on subtracting the Participant liability from the lesser of: (i) the Allowed Charge; or (ii) the Participating Pharmacy's Usual and Customary charge. The Allowed Charge may be higher than the negotiated price BCI's designated PBM makes available to BCI for the dispensed Prescription Drug. BCI will retain any amount by which GemPlan liability based on Allowed Charge that BCI receives from GemPlan exceeds the negotiated price BCI pays its designated PBM for the dispensed Prescription Drug. Such excess amounts retained by BCI are part of BCI's total compensation for BCI's operation of the PDBM Program, which includes pharmacy network development and maintenance and Claims processing with respect to the Prescription Drug benefits under the Plan(s).
5. BCI and/or its designated PBM has arrangements directly or indirectly with pharmaceutical manufacturers with respect to Brand Name Prescription Drugs covered under Prescription Drug benefits insured or administered by BCI. These arrangements allow BCI to receive rebates or other price concessions and/or administrative fees attributable to the utilization, effectiveness or other parameter(s) of those pharmaceutical manufacturers' Brand Name Prescription Drugs in connection with the PDBM Program (collectively, "Pharmacy Rebates"). BCI will remit to GemPlan on a quarterly basis the fixed percentage or dollar amount of each Pharmacy Rebate, as indicated in Appendix A, that BCI receives attributable to pharmaceutical manufacturers' Brand Name Prescription Drugs dispensed as Covered Services to Participants during the Agreement Period. BCI will retain the amount by which the Pharmacy Rebates BCI receives exceed the Pharmacy Rebates BCI remits to GemPlan in accordance with Appendix A that are attributable to pharmaceutical manufacturers' Brand Name Prescription Drugs dispensed as Covered Services to Participants during the Agreement Period, as well as any interest earned on Pharmacy Rebates following receipt and prior to transmission of any Pharmacy Rebate amounts to GemPlan. Excess Pharmacy Rebate amounts retained by BCI are part of BCI's total compensation for BCI's operation of the PDBM Program, which includes rebate contracting and administration with respect to the Prescription Drug benefits under the Plan(s).
6. All Pharmacy Rebates, attributable to pharmaceutical manufacturers' Brand Name Prescription Drugs dispensed as Covered Services to Participants during the Agreement Period, that BCI receives more than twelve (12) months after this Agreement terminates will be retained by BCI, unless the amount of such Pharmacy Rebates in a calendar quarter exceeds \$2,500.00 ("Pharmacy Rebate Compensation Limit"). In that case, BCI will remit to GemPlan, the amount of such Pharmacy Rebates that exceeds the Pharmacy Rebate Compensation Limit following receipt and reconciliation of the rebates for such quarter. Pharmacy Rebates retained by BCI under this paragraph are part of BCI's total compensation for BCI's operation of the PDBM Program in which GemPlan participated with respect to the Prescription Drug benefits under GemPlan's Plan(s).

G. Medical Drug Benefits Management Program.

1. This disclosure describes compensation paid for BCI's operation of its Medical Drug Benefits Management Program (the "MDBM Program").
2. BCI and/or its designated medical drug benefits manager ("MDBM Manager") is responsible for, rebate contracting and administration in connection with the MDBM Program.
3. BCI and/or its designated MDBM Manager has arrangements directly or indirectly with pharmaceutical manufacturers with respect to Brand Name Prescription Drugs covered by medical drug benefits insured or administered by BCI. Those arrangements allow BCI to receive rebates or

other price concessions attributable to the utilization, effectiveness or other parameter(s) of those pharmaceutical manufacturers' Brand Name Prescription Drugs in connection with the MDBM Program (collectively, "Medical Rebates"). BCI will remit to GemPlan on a quarterly basis the fixed percentage or dollar amount, as indicated in Appendix A, of each Medical Rebate that BCI receives for a paid Claim for a Brand Name Prescription Drug administered to a Participant during the Agreement Period. BCI will retain the amount by which the Medical Rebates BCI receives exceed the Medical Rebate amounts BCI remits to GemPlan in accordance with Appendix A for paid Claims for Brand Name Prescription Drugs administered to Participants during the Agreement Period. Excess Medical Rebates retained by BCI are part of BCI's total compensation for BCI's operation of the MDBM Program, which includes rebate contracting and administration with respect to the medical drug benefits under GemPlan's Plan(s).

4. All Medical Rebates for paid Claims for Brand Name Prescription Drugs administered to Participants during the Agreement Period that BCI receives more than twelve (12) months after this Agreement terminates will be retained by BCI, unless the amount of such Medical Rebates in a calendar year quarter exceeds \$2,500.00 ("Medical Rebate Compensation Limit"). In that case, BCI will remit to GemPlan the amount of such Medical Rebates that exceeds the Medical Rebate Compensation Limit following receipt and reconciliation of the rebates for such quarter. Medical Rebates retained by BCI under this paragraph are part of BCI's total compensation for BCI's operation of the MDBM Program in which GemPlan participated with respect to the medical drug benefits under GemPlan's Plan(s).

- H. Network Access/Administration.** Provide access to the negotiated contractual discounts with Idaho physicians and health care professionals with BCI's proprietary statewide network, and access to out-of-state providers through the BlueCard system. BCI, as part of its network access administration, will communicate to Participants who qualify as continuing care patients, as defined in the federal No Surprises Act (H.R. 133, Public Law 116-260) (the "No Surprises Act"), the opportunity to continue their care if their Provider or facility is no longer In-Network in accordance with the No Surprises Act. Participants must respond and elect to continue to have benefits under the Plan provided under the same terms and conditions as they would have been covered had no change in the Provider's contracting status occurred. The Participant's right to elect a continuation of care begins the date of the notice and ends either ninety (90) days later or the date on which the Participant is no longer undergoing continuing care by the provider or facility. BCI is not responsible for the performance of any continuing care obligations if this Agreement is terminated in accordance with Article IV, unless the Parties negotiate an amendment to this Agreement to add a statement of work (SOW) for such services. The services and pricing for such services shall be set forth in the SOW.

Blue Cross of Idaho will host all public disclosure of In-Network and Out-of-Network provider reimbursement rates on a public Blue Cross of Idaho web page in the required machine-readable format as required under the No Surprises Act.

- I. Open Negotiation and Independent Dispute Resolution (IDR).** GemPlan expressly requests and BCI has agreed to act as its representative for the thirty (30) day open negotiation process and IDR process established under the No Surprises Act. When Participants access Covered Services within a geographic area served by a Host Blue, outside the geographic area BCI serves, the Host Blue will be responsible for contracting and handling all open negotiation and IDR processes with its providers unless otherwise delegated to BCI by the Host Blue. BCI agrees to provide the end-to-end process for negotiating surprise medical bills with Out-of-Network Providers and administering the open negotiation and IDR process for the Plan. As part of this function, BCI will determine if the dispute is eligible for IDR based on applicable law, engage the Out-of-Network Provider in a formal negotiation process, and monitor and administer the negotiation process in accordance with the required timelines, and support any formal arbitration if invoked by the Out-of-Network Provider. GemPlan is responsible for funding required claim payments based on the open negotiation or IDR decision. GemPlan agrees that any payment of arbitration fees and any fees owed to the IDR decision maker will be invoiced via the monthly miscellaneous billing and subject to timely payment. BCI agrees to notify GemPlan as soon as reasonably practicable of any IDR claims BCI directly handles for Idaho Providers.

- J. Provider Directories.** BCI agrees to make available an In-Network Provider directory on BCI's public facing website for all standard provider networks and to have response procedures in place for when a Participant asks by telephone or internet whether a

particular Provider or facility is In-Network, as required by the No Surprises Act. GemPlan acknowledges that claim adjustments may occur if the Provider directory information is incorrect in accordance with the No Surprises Act. At the end of the Agreement Period or Subsequent Agreement Period, BCI will review all appeals overturned for provider directory errors and reconcile any amount owed to GemPlan on the weekly claims report. Upon written request by GemPlan, the Parties agree to negotiate an amendment to this Agreement to add a statement of work (SOW) for custom provider directories and custom network arrangements on BCI's public facing website. Any fees associated with the creation and maintenance of such custom provider directories or network arrangements will be outlined in the SOW and billed to GemPlan on its monthly administrative billing.

- K. Prescription Drug Data Collection (RxDC) Reporting.** Limited to the benefits and time periods for which BCI was acting as the benefits administrator for the Plan, and in accordance with the terms of this Agreement, the GemPlan expressly delegates authority to BCI to submit the following RxDC reports and narratives, in accordance with Section 204 of the Consolidated Appropriations Act, 2021 (CAA-21), with the information in the BCI claims processing system. BCI will report the data in aggregate as supported by CMS aggregation instructions. RxDC reports and narratives not listed below that are required under the CAA-21 are the responsibility of the GemPlan. BCI is not responsible for any reporting associated with any Plans, benefits, and time periods for which BCI was not acting as the benefits administrator.
- P2 – Group Health Plan List
 - D1 – Premium and Life-Years
 - D2 – Spending by Category
 - D3 – Top 50 Most Frequent Brand Drugs
 - D4 – Top 50 Most Costly Drugs
 - D5 – Top 50 Drugs by Spending Increase
 - D6 – Rx Totals
 - D7- Rx Rebates by Therapeutic Class
 - D8 – Rx Rebates for the Top 25 Drugs
- L. No Surprises Act Reporting.** Limited to the benefits and time periods for which BCI was acting as the benefits administrator for the Plan, and in accordance with the terms of this Agreement, the GemPlan expressly delegates authority to BCI to submit the Air Ambulance Data Collection (AADC) reporting and the Gag Clause Prohibition Compliance Attestation (GCPCA) in accordance with the No Surprises Act. BCI is not responsible for any reporting associated with any Plans, benefits, and time periods for which BCI was not acting as the benefits administrator.

ARTICLE III Responsibilities of GemPlan

- A. Modifications to Plans.** GemPlan shall provide BCI with at least ninety (90) calendar days prior written notification and detailed documentation of any modifications to the Plan(s) prior to their effective dates. Any changes to the Plans shall not have an effective date that precludes or hinders required notice to Participants under any applicable state or federal law.
- B. Plan Instruments.** Be responsible for the creation and maintenance of the Plan Document, all notices and communications required to be distributed by GemPlan and/or the Plan(s) to Participants, including determinations, drafting and distribution requirements to Participants, and all required regulatory reports and filings.
- C. SBC and Uniform Glossary.** Be responsible for (i) providing at least ninety (90) days advanced written notice to BCI prior to the effective date, with any information necessary for BCI to create and prepare the SBC and Uniform Glossary that is not otherwise maintained by BCI or based on BCI's standard plan provisions and (ii) timely and properly distributing the SBC and Uniform Glossary to Participants in accordance with the requirements of any applicable state and federal law.
- D. Eligibility.** GemPlan is responsible for determining eligibility and notifying BCI of changes in eligibility or enrollment at least monthly in BCI's standard file format, or on BCI approved forms. GemPlan agrees to provide BCI with notification of all employees and dependents who are eligible for coverage under the Plan(s) and those

who have terminated or ceased to be eligible for coverage. Unless otherwise specifically agreed to in writing by the parties, such notification shall be provided at least monthly on BCI approved forms.

1. Members may designate a Waiting Period before individuals are eligible for coverage under the Plan. Any such Waiting Period will be specified in the Plan and will comply with the requirements of any applicable state and federal laws.
 2. Eligible individuals may be enrolled in accordance with the annual Open Enrollment period or other enrollment periods specified in the Plan and permitted by the Internal Revenue Code and other applicable law. Any deviation from the eligibility requirements of the Plan must be agreed to by BCI prior to enrollment of an individual.
 3. GemPlan represents and warrants that any eligibility determinations and dis-enrollment directions it provides BCI will be compliant with and permissible under applicable state and federal law. GemPlan is responsible for compliance with, and will comply with, applicable state and federal law and requirements related to rescission or retroactive termination of a Participant's coverage under the Plan, including but not limited to timely requests to BCI for rescission or retroactive termination of Participant's coverage under the Plan.
- E. Post-Service Appeals.** GemPlan (or, if applicable, an employee or committee of GemPlan designated by GemPlan as the appropriate fiduciary of the Plan) is the sole designated claims fiduciary for the Plan and retains the discretion to interpret Plan terms and the authority to make all second level post-service appeals of benefits determinations that exhaust the Participant's internal appeal rights under the Plan. GemPlan shall review each such appeal and communicate its final benefits determination and decision regarding the post-service appeal to BCI in writing at least three (3) business days prior to the applicable deadline for responding to the appeal. GemPlan is responsible for compliance with all time periods for notifications of benefit determines as set forth in the Plan Document.
- F. External Review.** GemPlan will adopt the State of Idaho independent review process established by the Idaho Health Carrier External Review Act, Title 41 Idaho Code, Chapter 59 and its regulations and rules ("State Reviewer") to administer the review of Adverse Benefit Determination or a Final Internal Adverse Benefit Determination as defined in 45 CFR § 147.136(a). GemPlan understands that if the State Reviewer determines that the service subject to the appeal is a Covered Service, GemPlan will be required to pay for it.
- G. Financial Liability.** GemPlan shall have sole financial liability to pay for claims for benefits described in the Plan(s), or as otherwise authorized by GemPlan in accordance with the terms of this Agreement.
- H. Timely Payment.** Contemporaneously pay or timely reimburse BCI for Benefit Claims paid using BCI's own funds, if any, and otherwise make timely payments for claims costs and administrative fee(s) to BCI as required by this Agreement. Failure of GemPlan to timely pay the foregoing amounts terminates any performance guarantees agreed to between the Parties. BCI retains the right to suspend performance of its obligations under this Agreement if full payment is not made timely. Payment shall be considered timely if made within two (2) business days of the invoice due date or within two (2) business days after BCI paid claims using its own funds, whichever date is later.
- I. Cure Untimely Payment.** GemPlan has fourteen (14) calendar days to cure any untimely payment. If GemPlan fails to cure untimely payment within fourteen (14) calendar days, BCI may terminate this agreement without further notice or action.
- J. Account for Payment of Claims.** Establish and maintain an account in GemPlan's name at a qualified financial institution for the purpose of reimbursing BCI for claims paid under the Plan(s). GemPlan shall execute an Authorization Agreement for Prearrangement Payments (Debits) expressly authorizing BCI to make a weekly withdrawal from the account by means of an Intermountain Automated Clearing House Association ("IMACHA") draft tape or other means for the amount of paid claims. BCI shall contact GemPlan in an electronic format at least two (2) business days prior to the settlement date indicated on the weekly draft tape submitted to the financial

institution for payment and inform GemPlan of the amount BCI shall withdraw from GemPlan's account. GemPlan guarantees the account shall contain sufficient funds to cover each withdrawal by BCI.

- K. Surcharges or Other Assessments.** Reimburse BCI, as a claims cost, any surcharges or other assessments imposed by state or federal law on GemPlan's Benefit Claims.
- L. Other Duties and Responsibilities.** Perform all other duties and responsibilities required by this Agreement.
- M. Run-out of Claims Services.** For the Run-out of Claims Services provided under Article II, Paragraph D, pay BCI the Run-out of Claims Administrative Fee set forth in Appendix A and the cost of all claims for Covered Services that are rendered prior to termination of this Agreement, except for any claims for Covered Services paid by BCI before termination that BCI has financial responsibility to pay for under the excess loss coverage, if provided by BCI. GemPlan shall pay BCI the administrative fee and cost of claims within seven (7) calendar days after receipt of the statement therefor.
- N. Annualized Interest.** BCI reserves the right to apply a twelve percent (12%) annualized interest fee on any portion of the balance owed by GemPlan to BCI that remains unpaid thirty (30) calendar days or more beyond the original due date or the date that BCI paid any Benefit Claims using its own funds.
- O. COBRA Administration.** Except as expressly provided in Appendix D to the contrary, GemPlan shall be solely responsible and liable for compliance with all aspects of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA), with respect to any individual who experiences or experienced a COBRA "qualifying event" under the Plan(s), including all notifications and disclosures, elections, contribution billings, recordkeeping and other obligations required by COBRA or other applicable law.
- P. Portal Access.** Grant and terminate employer portal access to authorized employees that require access to Enrollee information, including claims and other "protected health information", as defined by HIPAA ("PHI"). GemPlan acknowledges they are responsible for ensuring that the employees granted with portal access only use the portal to support the administration of the Plan and only as permitted under the HIPAA Privacy and Security Regulations, and any other applicable state and federal laws. GemPlan is responsible for terminating employee access to the portal when appropriate. To the extent permitted by Idaho law, GemPlan agrees to indemnify BCI from and against any and all claims that may result from GemPlans failure to appropriately grant or terminate access.

ARTICLE IV

Effective Date; Agreement Period; Termination

- A. Effective Date; Agreement Period.** This Agreement shall be effective from **October 1, 2024** ("Effective Date"), through **September 30, 2025**; such twelve (12) month period being the ("Agreement Period"). This Agreement shall automatically renew for successive twelve (12) month periods (subsequent Agreement Periods) unless GemPlan or BCI gives the other Party notice of termination as specified in this Agreement.
- B. Termination.** This Agreement may be terminated in accordance with the following:
 - 1. Termination by Either Party Without Cause - Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days prior written notice to the other Party, at the end of the Agreement Period.
 - 2. Mutual Termination ~ Both Parties may terminate this Agreement on any date mutually agreed to in writing.
 - 3. Termination by BCI for Cause - BCI may terminate this Agreement, for cause, upon any of the following conditions, and effective immediately unless otherwise specified herein:
 - a. Bankruptcy, receivership, insolvency or inability of GemPlan to pay debts as they become due; or
 - b. Dissolution of GemPlan; or

- c. A dispositive adjudication by a court of law of invalidity or unenforceability of any provision of this Agreement, which has the effect of materially altering the obligations of BCI in such manner as (i) will cause serious financial hardship to BCI; or (ii) will cause BCI to act in violation of its organizational or governing documents or legal authority. Notwithstanding anything set forth herein to the contrary, BCI shall give GemPlan written notice of its intention to terminate this Agreement due to a dispositive adjudication by a court of law of invalidity or unenforceability of any provision of this Agreement, and such written notice shall be effective thirty (30) calendar days after the last day of the month in which it was received by GemPlan; or
 - d. GemPlan's failure to cure a material breach of this agreement within fourteen (14) calendar days of receipt of written notice of the breach from BCI.
 - e. Notwithstanding any other provision of this Article, BCI may terminate this Agreement, without further notice or action, if GemPlan fails to cure any untimely payment within fourteen (14) calendar days of payment due date. Such termination shall be effective as of the last period for which full payment was made.
4. Termination by GemPlan for Cause – GemPlan may terminate this Agreement, for cause, upon any of the following conditions, and effective immediately unless otherwise specified herein:
- a. Bankruptcy of BCI, insolvency of BCI, or revocation of BCI's certificate of authority by the Department of Insurance of the state of Idaho; or
 - b. A dispositive adjudication by a court of law of invalidity or unenforceability of any provision of this Agreement which has the effect of materially altering the obligations of GemPlan in such manner as (i) will cause serious financial hardship to GemPlan; or (ii) will cause GemPlan to act in violation of its organizational or governing documents or legal authority. Notwithstanding anything set forth herein to the contrary, GemPlan shall give BCI written notice of its intention to terminate this Agreement due to a dispositive adjudication by a court of law of invalidity or unenforceability of any provision of this Agreement, and such written notice shall be effective thirty (30) calendar days after the last day of the month in which it was received by BCI; or
 - c. BCI's failure to cure a material breach of this Agreement within fourteen (14) calendar days of receipt of written notice of the breach from GemPlan.

ARTICLE V

Subrogation Recoveries; Other Plan-Related Claims and Recoveries

A. Subrogation Recoveries.

Except as expressly provided in Appendix D to the contrary, GemPlan and the Plan have voluntarily chosen to decline BCI's subrogation and other party liability services which include processes for the detection, investigation, pursuit, administration and recovery of claims, liens and other reimbursement interests or opportunities. Accordingly, BCI will exclude the Plan and GemPlan from all such services and processes, including the issuance of an Accidental Injury Questionnaire or other inquiry. BCI shall have no obligation under the Agreement or otherwise to take any action related to the detection, investigation, pursuit, administration, or recovery of any potential or actual subrogation or other party liability claim, lien or other reimbursement interests or opportunities that may apply to the Plan or GemPlan, or to otherwise communicate or report to GemPlan or the Plan regarding such matters.

- B. Other Plan-Related Claims and Recoveries.** The GemPlan expressly delegates authority to BCI to pursue claims of GemPlan at BCI's election, which are related to any claims that BCI pursues on its own behalf, including in class action litigation or federal multi-district litigation. The grant of authority by GemPlan permits BCI to exercise its discretion in negotiating or approving settlement terms, and determining whether GemPlan will participate in a settlement, whether to exclude GemPlan from any such settlement and/or whether to also represent the interests of GemPlan outside the scope of the settlement. In this context, BCI may include the interests of GemPlan in litigation or settlement discussions, and/or in other proceedings undertaken by BCI to protect BCI's own interests.

In such circumstances, GemPlan shall be responsible only for a share of fees and costs in proportion to its share in any recovery, except in such instances where the recovery for GemPlan is de minimis, as determined by BCI, in which case no recovery amount will be provided to GemPlan. GemPlan hereby authorizes BCI to communicate with GemPlan concerning issues pertaining to class actions or federal multi-district litigation and specifically declines representation by class counsel in class actions brought against third parties. If GemPlan should desire to participate in a class or multi-district settlement rather than defer to BCI, GemPlan may revoke the grant of authority hereunder by affirmatively opting into a class settlement and by notifying BCI, in writing, of its decision to do so. As used in this section "GemPlan" includes the Plan(s).

ARTICLE VI Dispute Resolution Process

- A. It is hereby understood and agreed that all disputes which may arise under or in connection with this Agreement, whether arising before or after expiration of this Agreement, shall be submitted to the alternate dispute resolution process ("ADR") set forth in this Article; provided, however, nothing herein shall be construed to include any litigation or other proceeding filed by BCI in any bankruptcy court seeking to lift the automatic stay or seeking a declaration regarding its right to terminate this Agreement.
- B. The Parties agree that there shall be two types of ADR. The Parties agree that they shall first proceed to try in good faith to settle any disputes through non-binding mediation administered by JAMS with a disinterested neutral mediator from the JAMS panel of neutrals, or other disinterested neutral individual, as mutually agreed upon. Either Party shall have the right to commence arbitration if the Parties have not been successful in resolving their disputes and at least thirty (30) calendar days shall have elapsed from the date either Party informs the other Party in writing that it has terminated the mediation proceedings. If either Party demands arbitration, all disputes shall be resolved by binding arbitration submitted to JAMS under or in accordance with its then-prevailing Comprehensive Arbitration Rules, in which case the arbitration panel shall consist of three disinterested neutral arbitrators, whereby BCI selects one neutral arbitrator, GemPlan selects one neutral arbitrator, and those two arbitrators select a third neutral arbitrator. If the two arbitrators and/or the Parties cannot agree on a third arbitrator within sixty (60) calendar days, then either Party may request a district court judge of the federal district court encompassing Boise, Idaho to select a third neutral arbitrator from a list of six individuals, three named by each neutral arbitrator selected by each Party. The Parties may mutually agree to waive the right to a panel of three arbitrators and select a single mutually acceptable neutral disinterested arbitrator to preside over the arbitration.
- C. In mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, administrative services, health benefits or other issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided in writing to both Parties.
- D. In all events, each Party shall bear jointly and equally in the common costs and expenses of any mediation and the cost and expense of the third arbitrator in any arbitration (or sole arbitrator as applicable), except that each Party shall bear the costs and expenses of the neutral arbitrator that they select. Either choice of ADR shall be commenced in Boise, Idaho or other location to be mutually agreed upon. The "Governing Law" provisions of this Agreement shall be applicable in any arbitration. Any arbitration and all disputes that may arise under or in connection with this Agreement shall be governed by, and this Agreement shall be interpreted and construed in accordance with, Idaho law without regard to its conflict of law rules. Any arbitration award shall be enforced in the state or federal courts located in Ada, County, Idaho. GemPlan consents to exclusive jurisdiction and venue of the state and federal courts located in Ada, County, Idaho for purposes on enforcement of any arbitration award.

ARTICLE VII General Provisions

- A. **Final Authority and Responsibility.** Unless expressly articulated in this Agreement, GemPlan retains all final authority and responsibility for all matters relating to the Plan(s). GemPlan retains any and all financial liability to Participants for the benefits described in the Plan(s). BCI is empowered to act on behalf of GemPlan in connection with the Plan(s) only as expressly stated in this Agreement, which shall include all attachments and enclosures.

For the purposes of applicable law, the GemPlan shall be deemed the administrator of the Plan(s) as defined in Idaho Code §41-4102(1).

BCI shall have no responsibility for the compliance of GemPlan with applicable laws governing employee benefit plans, and GemPlan shall have the sole responsibility for and shall bear the entire cost of compliance with all federal, state and local rules, regulations and laws, including but not limited to, any licensing, filing, reporting and disclosure requirements as may apply to GemPlan and all costs, taxes, expenses and fees relating thereto. BCI does not provide legal or tax advice to GemPlan. BCI is not responsible for compliance with applicable tax laws, including tax laws governing high deductible health plans. Except as expressly stipulated elsewhere in this Agreement, BCI shall not be responsible for reporting any information to any governmental agencies or withholding from any benefit amounts necessary to cover income or employment tax, unless required by court order or direct request from a government agency. BCI is not responsible for making any determination regarding whether any funds constitute plan assets under any applicable law or have been handled or managed in accordance with the requirements of the Plan or applicable law. BCI shall not be responsible for any disclosure or reporting of direct or indirect compensation in connection with any brokerage or consulting services provided to the Plan, unless BCI is the service provider for such brokerage or consulting services.

Except as expressly provided in Article II, GemPlan will be solely responsible for ensuring the Plan's compliance with MHPAEA, NQTL reporting, the determination of what constitutes essential health benefits and the Plan's status as grandfathered under PPACA, as may be applicable. GemPlan assumes sole responsibility for maintaining all necessary documentation in support of any claimed grandfathered status.

B. Indemnification. BCI shall, promptly advise and cooperate with GemPlan concerning administrative or regulatory body, arbitral, mediative, legal, court or similar actions or of any claims, demands, expenses, costs, losses, damages, judgments, liabilities, penalties, attorneys' fees or other fees involving the Plan(s) or GemPlan where BCI received notice. Irrespective of any excess loss coverage or other provision of this Agreement, GemPlan, to the extent permitted by Idaho law, shall be liable to defend, indemnify, and hold BCI, its officers, directors and employees harmless against any claims, demands, expenses, costs, actions, losses, damages, judgments, liabilities, penalties, attorneys' fees or other fee(s) ("Claims") that BCI may receive, incur, sustain or suffer resulting from or arising out of BCI's reasonable care of the administration of the Plan(s) and/or the services provided under this Agreement, including but not limited to Claims resulting from or arising out of any act or omission with respect to eligibility and enrollment data, claims determinations, adjustment and payment of claims, administration of internal or final appeals, preparation and distribution of SBCs, rescissions or retroactive terminations of coverage, and any action or inaction pursuant to the direction of GemPlan, as well as Claims under or due to:

1. the release or disclosure of any drug, alcohol or substance abuse or any other data, records, or information to GemPlan or GemPlan's agent regarding any Employee or dependent covered under the Plan(s); or
2. any action brought by the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services ("CMS") or its successor, or any organization under contract to pay Medicare claims, including without limitation, Medicare carriers, intermediaries or contractors, or the Department of Justice or any other organization or agency acting on behalf of CMS pursuing payment for Medicare claims from BCI based on BCI's payment, denial to pay Medicare claims as the primary payer, or payment of Medicare claims in error for health care claims incurred prior to termination of this Agreement and paid by BCI before or after termination of this Agreement; or
3. any action brought by a Provider of services for the nonpayment of a claim in accordance with the terms of the Plan.

unless it is judicially determined by a court of competent jurisdiction that the liability therefore under this Paragraph B was the direct consequence of the negligence and/or gross negligence on the part of BCI or any of its officers, directors or employees. For purposes of this Paragraph B, BCI shall have the right, at its sole option and discretion, to select and employ attorneys to defend it in any such action.

Except to the extent that GemPlan has a duty to indemnify as described above, BCI shall be liable to defend, indemnify, and hold GemPlan, its officers, directors and employees harmless against any claims,

demands, expenses, costs, actions, losses, damages, judgments, liabilities, penalties, attorneys' fees or other fee(s) ("Claims") that GemPlan may receive, incur, sustain or suffer resulting from or arising out of BCI's negligence in the administration of the Plan(s) or services provided under this Agreement, as judicially determined by a court of competent jurisdiction, and/or gross negligence in the administration of the Plan(s) or the services provided under this Agreement, including but not limited to Claims resulting from or arising out of any act or omission with respect to eligibility and enrollment data, claims determinations, adjustment and payment of claims, administration of internal or final appeals, preparation and distribution of SBCs, rescissions or retroactive terminations of coverage, and any action or inaction pursuant to the direction of GemPlan, unless such direction is contrary to applicable law.

- C. Not an Insurer or Underwriter.** BCI is not an insurer or underwriter of the Plan(s) with respect to Participants.
- D. Audits.** During the Agreement Period and any subsequent Agreement Periods, and upon sixty (60) days calendar advance written notice to BCI's Internal Audit Department, GemPlan has the right to audit the books, accounts and records reasonably necessary to verify BCI's performance under this Agreement, subject to the following terms and conditions:
1. GemPlan may delegate audit rights to its own Consultants, Certified Public Accountants, a reputable and recognized firm of Certified Public Accountants or other professionals normally engaged in the audit of third party administrators ("Auditor"), provided such Auditors sign an appropriate nondisclosure agreement and a copy of the engagement letter between the GemPlan and the Auditor is provided to BCI.
 2. The cost of the audit and any other expenses related thereto, shall be borne by GemPlan.
 3. A copy of the audit shall be forwarded to BCI within thirty (30) calendar days of said audit.
 4. Audits shall be conducted during normal business hours and coordinated with BCI's internal audit department. Audits shall be limited to not more than once each Agreement Period. Sample sizes for audits requested by GemPlan will be determined by GemPlan but shall not exceed the parameters of a statistically valid sample.
 5. The Parties stipulate that all data and information arising from the Auditor's employment by GemPlan including but not limited to trade secret, market sensitive and confidential material, affect the successful conduct of the business of BCI, and GemPlan agrees for itself and the Auditor, that they shall not at any time, either directly or indirectly, communicate to any other person, firm, corporation, in any manner whatsoever, any information concerning matters relating to the business, records, or other business data of BCI or GemPlan that the Auditor may acquire in the performance of the audit.
 6. Unless mutually agreed to by both Parties, the Auditor employed or engaged shall not directly or indirectly have a financial, beneficial or contractual or other similar interest in any form or manner as an officer, director, stockholder, or employee in any insurance company, insurance brokerage, managed care organization, hospital or professional service corporation, or third party administrator that is a part of or administrator of any group medical, disability or insurance contractor or self-funded health plan that directly competes with BCI or any BCI subsidiary companies.
- E. Changes to Administrative Fee(s).** Either Party may request a change to the administrative fee(s) set forth in Appendix A if the number of Participants is reduced or increased by ten percent (10%) or more. An increase or reduction in the number of Participants covered by the Plan by ten percent (10%) or more shall constitute a material enrollment change.

No amendment to the administrative fee(s) due to a material enrollment change shall be executed unless all Parties are provided at least thirty (30) calendar days advance written notice prior to the effective date of the relevant amendment. Amendments due to a change in material enrollment may occur no more frequently than once per fiscal quarter during the Plan Year.

Either Party may request a change to the administrative fee(s) due to a material change in the risk associated with administering services under this Agreement. For purposes of this provision only, a risk shall be deemed material if the Per Enrollee Per Month medical administration fee, as identified in Appendix A, increases or decreases by ten percent (10%) or more due to the adoption, modification or the interpretation of governmental laws, rules, or regulations.

No amendment to the administrative fees due to a material change in risk shall be executed unless all Parties are provided at least thirty (30) calendar days advance written notice prior to the effective date of the relevant amendment. An amendment due to a material change in risk shall be executed no more than once per Agreement Period.

F. Out-of-Area Services.

Overview

BCI has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever Participants access healthcare services outside the geographic area BCI serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area BCI serves, Participants obtain care from healthcare Providers that have a contractual agreement ("participating Providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, Participants may obtain care from healthcare Providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating Providers") with the Host Blue. BCI remains responsible for fulfilling its contractual obligations to GemPlan. BCI payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. Note that Dental Care Benefits, except when not paid as medical claims/benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by BCI to provide the specific service or services are not processed through Inter-Plan Arrangements.

A. BlueCard® Program

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Participants access Covered Services within the geographic area served by a Host Blue/outside the geographic area BCI serve, the Host Blue will be responsible for contracting and handling all interactions with its participating healthcare Providers. The financial terms of the BlueCard Program are described generally below.

1. Liability Calculation Method Per Claim -- In General

a. Participant Liability Calculation

Unless subject to a fixed dollar copayment, the calculation of the Participant liability on claims for Covered Services will be based on the lower of the participating Provider's billed charges for Covered Services or the negotiated price made available to BCI by the Host Blue.

b. GemPlan Liability Calculation

The calculation of GemPlan liability on claims for Covered Services processed through the BlueCard Program will be based on the negotiated price made available to BCI by the Host Blue under the contract between the Host Blue and the Provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating healthcare Provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, GemPlan may be liable for the excess

amount even when the Participant's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the Provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the Provider, even when the contracted price is greater than the billed charge.

2. **Claims Pricing**

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's Provider contracts. The negotiated price made available to BCI by the Host Blue may be represented by one of the following:

- (i) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
- (ii) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the Provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, Provider refunds not applied on a claim-specific basis, retrospective settlements and performance-related bonuses or incentives; or
- (iii) An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its healthcare Providers or a similar classification of its Providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price GemPlan pay on a specific claim and the actual amount the Host Blue pays to the Provider. However, the BlueCard Program requires that the amount paid by the Participant and GemPlan is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts charged to GemPlan will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from GemPlan. If GemPlan terminate, you will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

3. **BlueCard Program Fees and Compensation**

GemPlan understands and agrees to reimburse BCI for certain fees and compensation which BCI are obligated under the BlueCard Program to pay to the Host Blues, to the Association and/or to vendors of BlueCard Program-related services. The specific BlueCard Program fees and compensation that are charged to GemPlan t are set forth in Appendix A. BlueCard Program Fees and compensation may be revised from time to

time as described in section G, below.

B. Special Cases: Value-Based Programs

1. Value-Based Program Definitions:

Accountable Care Organization (ACO) means a group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their Participant populations.

Care Coordination means organized, information-driven patient care activities intended to facilitate the appropriate responses to a Participant's healthcare needs across the continuum of care.

Care Coordinator means an individual within a provider organization who facilitates Care Coordination for patients.

Care Coordinator Fee means a fixed amount paid by a Blue Cross and/or Blue Shield Licensee to providers periodically for Care Coordination under a Value-Based Program.

Global Payment/Total Cost of Care means a payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

Negotiated Arrangement [a.k.a., Negotiated National Account Arrangement] means an agreement negotiated between a Control/Home Licensee and one or more Par/Host Licensees for any National Account that is not delivered through the BlueCard Program.

Patient-Centered Medical Home (PCMH) means a model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

Provider Incentive means an additional amount of compensation paid to a healthcare provider by a Blue Cross and/or Blue Shield Licensee, based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular group of covered persons.

Shared Savings means a payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

Value-Based Program (VBP), also known as Patient-Focused Care, means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in the provider payment.

2. Value-Based Programs Overview

GemPlan's Participants may access Covered Services from Providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

3. Value-Based Programs under the BlueCard Program

Value-Based Program Administration

Under Value-Based Programs, a Host Blue may pay Providers for reaching agreed-upon cost/quality goals in the following ways:

The Host Blue may pass these Provider payments to BCI, which BCI will pass directly on to GemPlan as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- (i) **Actual Pricing:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to GemPlan via an enhanced Provider fee schedule.
- (ii) **Supplemental Factor:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

- **Per Member Per Month (PMPM) Billings:** Per Member Per Month billings for Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. BCI will pass these Host Blue charges directly through to GemPlan as a separately identified amount on the group billings.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If GemPlan terminates, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Plan.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated/drawn down over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed

and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

Note: Participants will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay Providers under Value-Based Programs.

4. Care Coordinator Fees

Host Blues may also bill BCI for Care Coordinator Fees for Provider services which we will pass on to GemPlan as follows:

1. PMPM billings; or
2. Individual claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this Plan, BCI and GemPlan will not impose Participant cost sharing for Care Coordinator Fees.

Value-Based Programs under Negotiated Arrangements

If BCI has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to GemPlan's Participants, BCI will follow the same procedures for Value-Based Programs administration and Care Coordination Fees as noted in the BlueCard Program section.

For negotiated arrangements, when Control/Home Licensees have negotiated with accounts to waive member cost sharing for care coordinator fees, the following provision will apply: As part of this Plan, BCI and GemPlan have agreed to waive Participant cost sharing for care coordinator fees.

C. Prepayment Review and Return of Overpayments

If a Host Blue conducts prepayment review activities including, but not limited to, data mining, itemized bill reviews, secondary claim code editing, and DRG audits, the Host Blue may bill BCI up to a maximum of 16 percent of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BCI and the Host Blue, and these fees may be charged to GemPlan. If a Host Blue engages a third party to perform these activities on its behalf, the Host Blue may bill BCI the lesser of the full amount of the third-party fees or up to 16 percent of the savings identified, unless an alternative reimbursement arrangement is agreed upon by BCI and the Host Blue, and these fees may be charged to the GemPlan.

Recoveries from a Host Blue or its participating and nonparticipating Providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, audits/healthcare Provider/hospital bill audits, credit balance audits, utilization review refunds and unsolicited refunds. Recoveries will be applied so that corrections will be made, in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to BCI they will be credited to GemPlan account. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. The fees of such a third party may be charged to GemPlan as a percentage of the recovery.

Unless otherwise agreed to by the Host Blue, for retroactive cancellations of membership, BCI will request the Host Blue to provide full refunds from participating healthcare Providers for a period of only one year after the date of the Inter-Plan financial settlement process for the original claim. For Care Coordinator Fees associated with Value-Based Programs, BCI will request such refunds for a period of only up to ninety (90) days from the termination notice transaction on the payment innovations delivery platform. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery (a) conflicts with the Host Blue's state law or healthcare

Provider contracts, (b) would result from Shared Savings and/or Provider Incentive arrangements or (c) would jeopardize the Host Blue's relationship with its participating healthcare Providers, notwithstanding to the contrary any other provision of this Plan.

D. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, BCI will disclose any such surcharge, tax or other fee to GemPlan, which will be GemPlan liability.

E. Nonparticipating Providers Outside BCI Service Area

A. For Major Medical Covered Services furnished outside the state of Idaho by a Provider, Blue Cross of Idaho shall provide the benefit payment levels specified in this section according to the following:

1. If the Provider has a PPO agreement for claims payment with the Blue Cross and/or Blue Shield plan in the area where the Covered Services were rendered, BCI will base the payment on the local plan's Preferred Provider Organization payment arrangement and allow In-Network benefits. The Provider shall not make an additional charge to a Participant for amounts in excess of BCI's payment except for Deductibles, Cost Sharing, Copayments, and noncovered services.
2. If the Provider does not have a PPO agreement for claims payment with the Blue Cross and/or Blue Shield plan in the area where the Covered Services are rendered, BCI will base payment on the Maximum Allowance and allow Out-of-Network benefits. The Provider is not obligated to accept BCI's payment as payment in full. Neither BCI nor the Plan Administrator are responsible for the difference, if any, between BCI's payment and the actual charge.

B. A Contracting Provider rendering Covered Services shall not make an additional charge to a Participant for amounts in excess of BCI's payment except for Deductibles, Cost Sharing, Copayments, and noncovered services.

C. A Noncontracting Provider inside or outside the state of Idaho is not obligated to accept BCI's payment as payment in full. Neither BCI nor the Plan Administrator are responsible for the difference, if any, between BCI's payment and the actual charge, unless otherwise specified. Participants are responsible for any such difference, including Deductibles, Cost Sharing, Copayments, charges for noncovered services and the amount charged by the Noncontracting Provider that is in excess of the Maximum Allowance.

F. Blue Cross Blue Shield Global[®] Core

1. General Information

If Participants are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands (hereinafter: "BlueCard service area"), they may be able to take advantage of BCBS Global Core when accessing Covered Services. BCBS Global Core is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although BCBS Global Core assists Participants with accessing a network of Inpatient, outpatient and professional Providers, the network is not served by a Host Blue. As such, when Participants receive care from Providers outside the BlueCard service area, the Participants will typically have to pay the Providers and submit the claims themselves to obtain reimbursement for these services.

• Inpatient Services

In most cases, if Participants contact the BCBS Global Core Service Center for assistance, hospitals will not require Participants to pay for covered Inpatient services, except for their deductibles, Cost Sharing, etc. In such cases, the hospital will submit Participant claims to the BCBS Global Core service center to initiate claims processing. However, if the Participant paid in full at the time of service, the Participant must submit a claim to obtain reimbursement for Covered

Services. Participants must contact Blue Cross of Idaho to obtain precertification for non-emergency Inpatient services.

- **Outpatient Services**

Physicians, urgent care centers and other outpatient Providers located outside the BlueCard service area will typically require Participants to pay in full at the time of service. Participants must submit a claim to obtain reimbursement for Covered Services.

- **Submitting a BCBS Global Core Claim**

When Participants pay for Covered Services outside the BlueCard service area, they must submit a claim to obtain reimbursement. For institutional and professional claims, Participants should complete a BCBS Global Core claim form and send the claim form with the Provider's itemized bill(s) to the BCBS Global Core service center address on the form to initiate claims processing. The claim form is available from Blue Cross of Idaho, the BCBS Global Core service center, or online at www.bcbsglobalcore.com. If Participants need assistance with their claim submissions, they should call the BCBS Global Core service center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

2. **Blue Cross Blue Shield Global Core-Related Fees**

The Group understands and agrees to reimburse Blue Cross of Idaho for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to the Group under BCBS Global Core are set forth in Appendix A. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time as provided for in section G. below.

G. **Modifications or Changes to Inter-Plan Arrangement Fees or Compensation**

Modifications or changes to Inter-Plan Arrangement fees are generally made effective Jan. 1 of the calendar year, but they may occur at any time during the year. In the case of any such modifications or changes, BCI shall provide GemPlan with at least thirty (30) days' advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and GemPlan right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If GemPlan fails to respond to the notice and does not terminate this Agreement during the notice period, GemPlan will be deemed to have approved the proposed changes, and BCI will then allow such modifications to become part of this Agreement.

- G. **Performance.** In performing its obligations under this Agreement, BCI shall not be liable for any mistake of judgment or other action or inaction taken in good faith unless it is due to the gross negligence of BCI. BCI shall not be responsible for any delay in its performance under this Agreement or for any nonperformance by BCI under this Agreement that is caused by or contributed to in whole or in part by the failure of GemPlan to perform its obligations under this Agreement.
- H. **Recovery of Incorrect Payments.** If BCI pays benefits to an ineligible person or pays more than the correct amount of benefits to a covered employee or dependent, BCI shall make a reasonable attempt to recover such incorrect payments. However, BCI shall have no obligation to initiate court proceedings or other proceedings to recover such payments. If BCI is unsuccessful in recovering such payments, BCI will notify GemPlan so that GemPlan may take whatever action it deems necessary to collect or obtain any such recovery.
- I. **Governing Law.** To the extent not preempted by federal law, this Agreement shall be governed by the laws of the state of Idaho without reference to conflicts of law principles.
- J. **Independent Blue Cross and Blue Shield Plan.** GemPlan, on behalf of itself and its participants, hereby expressly acknowledges its understanding this Agreement constitutes a contract solely between GemPlan and BCI, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting BCI to use the Blue

Cross Service Marks in the state of Idaho, and that BCI is not contracting as the agent of the Association. GemPlan, on behalf of itself and its participants, further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person, entity or organization other than BCI and that no person, entity or organization other than BCI shall be held accountable or liable to GemPlan for any of BCI's obligations to GemPlan created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCI other than those obligations created under other provisions of this Agreement.

- K. Entire Agreement.** This Agreement and all its endorsements, appendices, exhibits and amendments that are incorporated by reference herein, contain all the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement. This Agreement constitutes the complete and exclusive contract between the parties and supersedes any and all prior or contemporaneous oral or written communications or proposals not expressly included herein. By executing this Agreement, GemPlan acknowledges and agrees that it has reviewed all terms and conditions incorporated into this Agreement and intends to be legally bound by the same. In the absence of a signed Agreement, by making sequential payments of Benefit Claims and administrative fees, GemPlan accepts the continuation of the terms and conditions of this Agreement until a new agreement is executed.
- L. Notice.** Any notice required hereunder shall be in writing and shall be deemed given when personally delivered to the other Party or, in the alternative, three (3) calendar days after depositing written notice in the United States mail, postage prepaid, return receipt, addressed to the other Party at the address indicated on the signature page of this Agreement, or such other address as either Party may hereafter provide to the other in writing.
- M. Severability.**
If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the services and transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- N. Remedies and Waiver.** If either Party breaches this Agreement, the nonbreaching Party shall have all remedies available at law or in equity. Such remedies shall be cumulative and not exclusive. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No waiver by any Party of a breach of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No such waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- O. Attorneys Fees.** If either Party utilizes the services of an attorney or attorneys to enforce the provisions of this Agreement, the prevailing Party in any corresponding action is entitled to recover and be reimbursed for its reasonable associated fees and costs, including without limitation, attorneys' fees. This paragraph shall survive termination of this Agreement.
- P. No Third Party Benefits; Enforcement.** This Agreement is solely between BCI and GemPlan, and neither BCI nor GemPlan intend to create in any third party a right to enforce this Agreement or any provisions hereof or to claim losses or damages under this Agreement. This Agreement may be enforced only by BCI or GemPlan.
- Q. Assignment.** This Agreement may not be transferred or assigned by either Party without the prior written consent of the other Party.
- R. Consequential Damages.** Neither Party hereto will be liable for consequential, punitive or special damages, including lost profits, loss of goodwill, or loss of employees.

- S. **Maximum Liability.** In no event shall BCI's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed five hundred thousand dollars (\$500,000) or one (1) times the total of the General Administrative Fees paid to BCI pursuant to this Agreement in the twelve (12) month period preceding the event giving rise to the claim, whichever is less.
- T. **Modification.** Except as provided otherwise in this Agreement, this Agreement may be modified only by the mutual written agreement of both Parties.
- U. **Headings.** The headings used in this Agreement are for convenience in reference and shall not affect the interpretation of this Agreement.
- V. **Confidentiality.** From time to time during the term of this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") non-public, proprietary, and/or confidential information of Disclosing Party ("Confidential Information"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, that are not known by and not available to the public at large in accordance with Idaho Code Title 74, Chapter 1 ("Public Records Law"), whether or not marked, designated, or otherwise identified as "confidential" or "proprietary", and whether or not patented, patentable, or protected as an unpublished or published work under copyright, including: (i) information or intellectual property that is proprietary to BCI, including any administrative, network, pricing, discounts, claims processing, and/or other information; (ii) information relating to BCI's business practices, plans, and operations; (iii) any data or classes of data disclosed pursuant to the direction of the Plan or GemPlan including any "individually identifiable health information" or "Protected Health Information" (or "PHI") as such terms are defined at 45 C.F.R. § 160.103, and any data received in confidence by BCI from third parties; (iv) any information that would reasonably be considered non-public, confidential, or proprietary given the nature of the information and BCI's business; and (v) all subsets, collections, derivatives, adaptations, translations, de-identified data, or aggregated data involving the data referenced in subsections (i), (ii), or (iii), or (iv), above. For purposes of this provision, any such Confidential Information shared with a vendor or delegate of a party, shall be treated as if it were provided to the party itself. The parties are responsible for the actions of their vendors and delegates with respect to their use of such Confidential Information, and each party shall ensure their vendors and delegates handle all Confidential Information in accordance with the terms of this Agreement. BCI and GemPlan agree that any Confidential Information disclosed by either Party to the other prior to the Effective Date of this Agreement shall be subject to this.

To be exempt from disclosure in response to a public records request, the Parties acknowledge and agree that all Confidential Information of BCI must meet one of the exemptions provided in the Public Records Law, including without limitation, trade secrets that are exempt from disclosure to the public under Section 74-107 or HIPAA protected information under Section 74-104. The GemPlan shall not voluntarily disclose BCI Confidential Information that qualifies for an exemption under the Public Records Law in response to a request submitted under the Public Records Law without BCI's prior written consent or a court order. The Parties agree that they will consult with their respective legal counsel regarding applicable public records requests. If BCI desires to claim a public record (or a portion of the record) that contains BCI's Confidential Information is exempt from disclosure under the Public Records Law and determines that the record or portion thereof should be withheld, then BCI shall hold harmless and indemnify GemPlan and the counties and its trustees, officers, directors, staff and employees from any and all claims, costs, damages, penalties, losses, fees (including reasonable attorney's fees incurred by or awarded against them), and expenses that GemPlan, and said persons incur related to withholding the record(s) and any related proceedings, including without limitation, those pursued under Title 74, Chapter 1, Idaho Code, including without limitation, Sections 74-115, 74-116 and 74-117, due to GemPlan's denial of request for disclosure of BCI's Confidential Information hereunder. The GemPlan may use legal counsel of their choosing to defend and/or advise them in any of the actions described above in this paragraph. The GemPlan may also request that BCI defend the action and will work cooperatively with BCI in regard to said proceedings. BCI's obligation to indemnify the GemPlan includes, without limitation, all related legal costs, expenses and fees incurred by the GemPlan. The above noted obligations of BCI to indemnify and hold harmless the named entities apply to any appeals related to above

proceedings and no matter the decision or outcome of the applicable court whether it be favorable or unfavorable. Further, GemPlan agrees that if GemPlan elects to defend itself in the above proceedings, GemPlan will provide BCI with an opportunity to participate and consult in the defense of the same. Subject to the Public Records Law, the Parties agree they will not, except as set forth in this Agreement, at any time, make any use whatsoever of any portion of the other's Confidential Information with or on behalf of any other entity. BCI and the GemPlan each agrees this paragraph shall survive termination of this Agreement for a period of sixty (60) months thereafter.

BCI and GemPlan each agrees that during its business dealings with the other and for a period of sixty (60) months thereafter (a) it will protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care and it will not, except as set forth in this Agreement, copy or disclose any portion thereof to any third party without the written consent of the other; (b) it will not, except as set forth in this Agreement, at any time, make any use whatever of any portion of the Confidential Information on its own behalf or with or on behalf of any other entity. The Parties are willing to exchange such information with each other and hereby agree on behalf of themselves, their directors, officers, agents, representatives, employees, subcontractors and any advisers who may be appointed by either party, on the following basis:

- (a) Except as set forth in this Agreement, the Receiving Party shall not disclose to any person who is not a party to this Agreement, and shall not use or disclose, other than to exercise its rights or perform its obligations under this Agreement, any of the Confidential Information received. Except as set forth in this Agreement, the receiving party may only disclose Confidential Information to those of its directors, officers, agents, representatives, employees, subcontractors and advisers who have a need to know the Confidential Information and who agree to the disclosure and use restrictions in this Agreement.
- (b) The obligations and limitations set forth in paragraph (a) shall have no application when and to the extent the Receiving Party can establish by competent evidence that:
 - (1) such Confidential Information was generally known or available to the public, through no improper act or omission on the part of the Receiving Party;
 - (2) such Confidential Information was known to the Receiving Party prior to disclosure under this agreement;
 - (3) such Confidential Information was independently developed by personnel of the Receiving Party who have not had access to such Confidential Information received from the Disclosing Party;
 - (4) such Confidential Information was provided to the Receiving Party by a third party without any restriction on disclosure and without breach of any obligation of confidentiality to a party to this agreement; or
 - (5) such Confidential Information is disclosed pursuant to a judicial action, statutory obligation or government regulations, provided and subject to the terms of this Agreement, the Receiving Party notifies the Disclosing Party prior to such disclosure and cooperates with the Disclosing Party in the event the Disclosing Party elects to legally contest and avoid such disclosure; and further provided that the receiving party takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.
- (c) Notwithstanding the foregoing, to the extent necessary to prevent a violation of the gag clause prohibitions under CAA-21, the Plan(s) shall not be restricted from (i) furnishing provider-specific cost or quality of care information or data to referring providers, the GemPlan, Participants, or individuals who are eligible to become Participants in the Plan(s), (ii) electronically accessing de-identified claims and encounter information or data for each Participant on request and consistent with applicable privacy regulations, or (iii) sharing the information or data referenced in the preceding subsections (c)(i)-(ii) (or directing it to be shared) with HIPAA business associates of the Plan(s), consistent with applicable privacy regulations.

This Section V shall survive termination of this Agreement.

- W. Customer Feedback and Research Data.** As part of its general business operations, BCI may from time to time contact participants of the group health plan as part of a customer feedback survey or other auditing measurement to determine improvement of practices and benchmarking. These surveys will at times be conducted by third party vendors under contract with BCI that will keep all information obtained from the survey confidential. Any data, information or methodologies obtained or used to conduct these surveys and audits are confidential and proprietary and are the property of BCI and/or the third party vendor.
- X. Force Majeure.** No failure, delay, or default in performance of any obligation of BCI under this Agreement shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of BCI including, by way of illustration and not limitation, Acts of God, war (declared or undeclared), government regulation, acts or inaction of governmental agency, civil or military authority, unforeseen disruptions caused by suppliers, subcontractors, vendors, or carriers, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, fire, floods, blizzards, epidemics, pandemics and/or any other cause beyond the reasonable control of BCI (Force Majeure Event), making it impossible, illegal, or commercially impracticable for BCI to perform its obligations under this Agreement, in whole or in part.
- Y. Survival.** Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement; and (b) Article II.E, Article V. A and B. Article VII. B, D and U of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for the period specified therein. All other provisions of this Agreement will not survive the expiration or earlier termination of this Agreement.
- Z. Use of BCI Names and Marks.** Neither Trust nor the Plan (including any of their agents, representatives, or subcontractors) will use any brand name, trademark, trade name, service mark, or trade dress, logo, symbol, or other identifying marks owned by or licensed to BCI or any affiliate of BCI (collectively, "BCI Names and Marks") without BCI's prior written consent. BCI may revoke any such consent at any time and for any reason upon written notice to Trust. Upon such revocation, or upon the expiration or termination of this Agreement, Trust and Plan shall immediately cease all use of BCI Names and Marks.
- AA. Public Announcements.** Unless otherwise required by applicable law (based upon the reasonable advice of counsel), no Party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media, other than in response to a public records request and as provided in Article VII subsection V. above, without the prior written consent of the other Party, (which consent shall not be unreasonably withheld, conditioned, or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.
- AB. Further Assurances.** Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated hereby.
- AC. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- AD. GemPlan State Requirements.** GemPlan is prohibited under Idaho law from establishing, maintaining, providing, offering, or arranging for coverage or payments for gender dysphoria including surgical treatments or gender reassignment related services that may be deemed to be Medically Necessary under BCI medical policy, for all Employers. In accordance with Idaho law, GemPlan hereby notifies BCI that GemPlan must exclude any transgender or gender identity reassignment services from coverage under the Plans. GemPlan has not relied on any advice provided by BCI in making this direction.

AE. Privacy of Protected Health Information. The Parties acknowledge that each Plan is a “covered entity” and that BCI is a “business associate” of each Plan, as such terms are defined by HIPAA. In connection with its services as a business associate of the Plan under this Agreement with the Trust (acting on behalf of each Plan), BCI acknowledges that it will receive or be obliged to create PHI from or on behalf of a covered entity. With respect to such PHI, BCI will comply with such HIPAA requirements as are set forth in the Business Associate Addendum (BAA), which shall be incorporated into this Agreement by reference. In the event of a conflict between the Agreement and the BAA, the BAA shall supersede.

The Trust further represents and warrants the Trust and each Plan does and at all times shall comply with all applicable HIPAA Privacy and Security Regulations, including (i) responding to an individual’s request to inspect, copy, or amend PHI, (ii) providing individuals with a notice of each Plan’s privacy practices for PHI, and (iii) implementing privacy standards to protect the privacy of PHI (including the designation of a privacy official responsible for the development and implementation of privacy policies and procedures and a contact person or office for receiving complaints and providing additional information about the privacy notice, workforce training on privacy policies and procedures, and mitigating to the extent practicable any harmful effect that is known to the covered entity resulting from an improper use or disclosure of PHI). The Parties represent and warrant they have implemented and will maintain reasonable and appropriate safeguards to protect the security of electronic PHI that they create, receive, maintain, or transmit, up to the point of transmission, regardless of where the electronic PHI resides or how it is accessed, the Parties and each Plan are responsible for any consequences associated with their respective failure to comply with HIPAA.

The Parties have executed this Administrative Services Agreement on the dates written below.

**BLUE CROSS OF IDAHO
HEALTH SERVICE, INC.**

GEMPLAN

By: _____

Title: _____

Date: _____

Address: 3000 East Pine Avenue
Meridian, Idaho 83642

By: 

Title: CHAIR

Date: 4/23/25

Address: 1575 BARDY AVE.
POCATELLO, ID 83201

**APPENDIX A
TO**

ADMINISTRATIVE SERVICES AGREEMENT

For purposes of this Agreement Period, this Appendix shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Appendices, and this Appendix A, the terms of this Appendix A shall control.

Section 1. Administrative Services Fees

The Administrative Fees below may incorporate discounts in exchange for bundling of services, such as prescription drug administration and stop loss. Notwithstanding anything in the Agreement to the contrary, BCI has the unilateral right to increase the General Administrative Service Fee(s) and/or add an additional carveout fee for the termination of any prescription drug administration or stop loss policy separately issued by BCI.

A. General Administrative Services Fees

- The Administrative Fee(s) per Enrollee, per month are as follows:

Three Year Medical/Rx/Dental/Vision Guarantee			
Plan Year	Medical/Rx	Dental	Vision
Year 3 of 3 – (current) 10/1/24-9/30/25	\$41.07	\$4.90	\$2.56

Three Year Medical/Rx/Dental/Vision Guarantee		
Plan Year	Medical/Rx Dental Vision	Percent (%) of Change
Year 1 of 3 – 10/1/25-9/30/26	Medical/Rx: \$41.89 Dental: \$5.00 Vision \$2.61	2.00%
Year 2 of 3 – 10/1/26-9/30/27	Medical/Rx: \$42.73 Dental: \$5.10 Vision \$2.66	2.00%
Year 3 of 3 – 10/1/27-9/30/28	Medical/Rx: \$42.73 Dental: \$5.10 Vision \$2.66	0.00%

- The Commission is \$0.00 per Enrollee, per month.
- The Administrative Fee for additional reports referenced in Article II, A.7.e. is waived for the first forty (40) hours of development, programming, and report generation time. Fees for additional hours will be estimated and provided in advance as specified.

B. Prescription Drug Benefits Management Program Rebates

BCI will retain 15% of all Pharmacy Rebates BCI receives during the Agreement Period and for twelve (12) months thereafter for paid Claims for Brand Name Prescription Drugs dispensed to Participants during the Agreement Period as the Administrative Fee for the Prescription Drug Benefits Management Program.

For purposes of the Brand Rebates, the following claims are excluded: (A) hard copy Prescription Drug Claims, including Participant submitted Claims and non-Participating

Pharmacy claims; (B) Coordination of Benefits (COB) Claims; (C) Prescription Drug Claims for specialty product brand drugs dispensed under the federal 340B drug pricing program; (D) Prescription Drug Claims for Limited Distribution Drugs; and (E) Vaccines.

C. Medical Drug Benefits Management Program Fees

BCI will remit to GemPlan 50% of each Medical Rebate BCI receives during the Agreement Period and for twelve (12) months thereafter for a paid Claim for a Brand Name Prescription Drug dispensed to a Participant during the Agreement Period.

D. Other Fees, Retention and/or Credits

Financial Settlements. GemPlan acknowledges and agrees that BCI may, from time to time, enter into financial settlements and actuarially determined settlements for claims with providers for, among other reasons, routine claims adjustments, delayed rate adjustments, cost rate adjustments.) As such, the outcome of these settlements could result in an additional charge or credit being issued to GemPlan during or after the applicable Agreement Period. The Parties understand and agree that any such charge or credit shall not result in a corresponding adjustment to amounts paid or not paid by Participants in connection with claims relating to the settlement.

Early Termination Fee. In the event GemPlan terminates this Agreement pursuant to Article IV, prior to September 30, 2028, GemPlan will pay a pro-rated portion of two (2) months of administrative fees for terminating early.

Example:

For a three (3) year multi-year rate guarantee, if GemPlan terminates without cause after year two (2), GemPlan would pay one-third (1/3rd), (twenty-four (24) months completed out of thirty-six (36) month Agreement), of two (2) months of administrative fees.

Section 2. Claims Runout Services.

A. Claims Runout Period

Claims Runout Period shall be for the twelve (12) months following the date of termination of this Agreement.

B. Claims Runout Administrative Services Fees

The Administrative Fee for twelve (12) months Run-out of Claims Services processing is two (2) times the monthly administrative fee per Enrollee, per month, at the time of termination.

Section 3. Inter-Plan Fees.

A. Out-of-Area Services

Only the BlueCard Program Access Fee and the BlueCard Program Administrative Expense Allowance (AEA) fee may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in the Administrative Charges.

The Access Fee is charged by the Host Blue to BCI for making the applicable Host Blue's provider network available to GemPlan's Participants. The Access Fee will not apply if the provider does not participate in the applicable Host Blue's network. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential BCI receives from the applicable Host Blue subject to a maximum of \$2,000 per claim. When charged, BCI passes the Access Fee directly on to GemPlan.

BlueCard Program Access Fees: A BlueCard Program Access Fee may be charged only if the Host Blue's arrangement with its healthcare provider prohibits billing Participants for amounts in excess of the negotiated payment. However, a healthcare provider may bill Participants for non-covered healthcare services and for cost sharing (for example, deductibles, copayments and/or Cost Sharing) related to a particular claim.

How the Blue Card Program Access Fee Affects GemPlan: Sometimes the Access Fee is a negative amount, which is known as an Access Fee Credit. Any Access Fee Credits will be credited to BCI and BCI will pass the entire Access Fee Credit onto GemPlan.

Instances may occur in which the claim payment is zero or BCI pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or Cost Sharing). In these instances, BCI will pay the Host Blue's Access Fee and pass it along directly to GemPlan as stated above even though GemPlan paid little or had no claim liability.

The AEA Fee is a fixed per-claim dollar amount charged by the Host Blue to BCI for administrative services that the Host Blue provides in processing claims for GemPlan's Participants. The dollar amount is normally based on the type of claim (e.g. institutional, professional, international, etc.) and can also be based on the size of your group enrollment. When charged, BCI passes the AEA Fee directly on to GemPlan.

See the Fee Listing section of this Exhibit for the BlueCard Program Access Fee and AEA Fee and for BCI's General Administrative Fee. The General Administrative Fee includes all other fees relative to the BlueCard Program. These fees include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and BlueCard Worldwide Program Fees, if applicable.

A General Administrative Fee encompasses fees BCI charge to GemPlan for administering GemPlan's benefit plan. They may include both local BCI's service area and Inter-Plan fees. For purposes of this Plan, they include the following BlueCard Program-related fees other than the BlueCard Program Access Fee and AEA Fee: namely, Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and BlueCard Worldwide Program Fees, if applicable.

Purchaser Name: GemPlan

Purchaser Base Number(s): 3,607

Effective Date: 2024: October 1, 2024 through September 30, 2024

2024 Fees:

Inter-Plan Arrangements Fees:	
<i>BlueCard Program Fees</i>	
Access Fees:	3.64% for fewer than 1,000 PPO or traditional enrolled Blue contracts 1.93% for 1,000–9,999 Blue PPO enrolled contracts 1.79% for 10,000–49,999 Blue PPO enrolled contracts of network savings, capped at \$2,000.00 per claim.
Administrative Expense Allowances (AEAs):	\$5.00 per claim professional and \$11.00 per claim institutional (for fewer than 1,000 PPO or traditional enrolled Blue contracts). \$4.00 per claim professional and \$9.75 per claim institutional (for accounts with 1,000 or more Blue PPO enrolled Blue contracts).
General Administrative Fee:	Administrative fees are listed in this Appendix A.
Nonparticipating Provider Claims Processing Fee:	\$3.00 per claim for out-of-network claims.

**EXHIBIT C TO
ADMINISTRATIVE SERVICES AGREEMENT**

MEMBER SPECIFIC AMENDMENT TO THE ADMINISTRATIVE SERVICES AGREEMENT

THIS MEMBER SPECIFIC AMENDMENT (the "Amendment") is made by **BLUE CROSS OF IDAHO HEALTH SERVICE, INC.**, (hereinafter referred to as "Blue Cross of Idaho" or "BCI"), the **GEMPLAN**, a joint powers entity under Idaho Code Section 67-2328, (the "GemPlan" or "Plan Sponsor"), and **BANNOCK COUNTY** ("Bannock County"), a Self-Funded Member of the GemPlan. BCI, the GemPlan, and Bannock County may hereinafter be collectively referred to as the "Parties", and individually referred to as a "Party".

RECITAL

WHEREAS, effective October 1, 2024, Blue Cross of Idaho and the GemPlan, executed an Administrative Services Agreement and benefit plan pursuant to the terms of which Blue Cross of Idaho agreed to act as the administrator of the Plan Sponsor's benefit plan; and

WHEREAS, Blue Cross of Idaho and the GemPlan agree to certain exceptions and variations from the Administrative Services Agreement for Bannock County, as set forth in this Amendment; and

WHEREAS, by signing this Amendment, Blue Cross of Idaho, the GemPlan, and Bannock County, each agree to the following terms and conditions of this Amendment; and

NOW, THEREFORE, effective October 1, 2024, Blue Cross of Idaho, the GemPlan, and Bannock County, in consideration of the mutual terms and conditions of this Amendment, hereby agree as follows:

TERMS

The Administrative Services Agreement shall be amended, with respect to Services related to Bannock County only, as follows:

1. Article II.D shall be deleted and replaced with the following:
 - D. **Administration of Final Appeals.** BCI shall receive, review and resolve any first level post-service appeals by Participants of a denied Benefit Claim. In the event BCI receives a second level post-service appeal, BCI shall notify Bannock County in writing and provide Bannock County a complete copy of the administrative record, all appeal correspondence and any additional information Bannock County requests in writing that is relevant to the appeal. Following the Bannock County's written notification of its final benefits determination and decision regarding the post-service appeal to BCI, BCI shall communicate Bannock County's final benefits determination and decision regarding the second level post-service appeal to the Participant.

2. Article III.E, G, H, I, J, and K shall be deleted and replaced with the following:
 - E. **Post-Service Appeals.** Bannock County (or, if applicable, an employee or committee of Bannock County designated by Bannock County as the appropriate fiduciary of the Plan) is the sole designated claims fiduciary for the Plan and retains the discretion to interpret Plan terms and the authority to make all second level post-service appeals of benefits determinations that exhaust the Participant's internal appeal rights under the Plan. Bannock County shall review each such appeal and communicate its final benefits determination and decision regarding the post-service appeal to BCI in writing at least three (3) business days prior to the applicable deadline for responding to the appeal. Bannock County is responsible for compliance with all time periods for notifications of benefit determines as set forth in the Plan Document.

- G. Financial Liability.** Bannock County shall have sole financial liability to pay for claims for benefits described in the Plan(s), or as otherwise authorized by Bannock County in accordance with the terms of this Agreement.
- H. Timely Payment.** Bannock County agrees to contemporaneously pay or timely reimburse BCI for Benefit Claims paid using BCI's own funds, if any, and otherwise make timely payments for claims costs and administrative fee(s) to BCI as required by this Agreement. Failure of Bannock County to timely pay the foregoing amounts terminates any performance guarantees agreed to between the Parties. BCI retains the right to suspend performance of its obligations under this Agreement if full payment is not made timely. Payment shall be considered timely if made within two (2) business days of the invoice due date or within two (2) business days after BCI paid claims using its own funds, whichever date is later.
- I. Cure Untimely Payment.** Bannock County has fourteen (14) calendar days to cure any untimely payment. If Bannock County fails to cure untimely payment within fourteen (14) calendar days, BCI may terminate all Services to Bannock County without further notice or action. Termination of Services to Bannock County does not terminate the Agreement between BCI and the GemPlan with respect to other members.
- J. Account for Payment of Claims.** Establish and maintain an account in Bannock County's name at a qualified financial institution for the purpose of reimbursing BCI for claims paid under the Plan(s). Bannock County shall execute an Authorization Agreement for Prearrangement Payments (Debits) expressly authorizing BCI to make a weekly withdrawal from the account by means of an Intermountain Automated Clearing House Association ("IMACHA") draft tape or other means for the amount of paid claims. BCI shall contact Bannock County in an electronic format at least two (2) business days prior to the settlement date indicated on the weekly draft tape submitted to the financial institution for payment and inform Bannock County of the amount BCI shall withdraw from Bannock County's account. Bannock County guarantees the account shall contain sufficient funds to cover each withdrawal by BCI.
- K. Surcharges or Other Assessments.** Reimburse BCI, as a claims cost, any surcharges or other assessments imposed by state or federal law on Bannock County's Benefit Claims.

Except as stated here, the Administrative Services Agreement and all Appendices shall remain unchanged. In addition, since this Amendment is member-specific, this Amendment does not amend or change any terms of the Administrative Services Agreement, including all Appendices, applicable to any members other than Bannock County. With respect to such members, the Administrative Services Agreement will be read as if this Amendment had not been put into effect.

IN WITNESS WHEREOF, Blue Cross of Idaho and the Plan Sponsor have caused this Amendment to be executed by their duly authorized representatives as of the date set forth hereinabove.

**BLUE CROSS OF IDAHO
HEALTH SERVICE, INC.**

By: _____

Title: _____

Date: _____

Address: 3000 East Pine Avenue
Meridian, Idaho 83642

GEMPLAN

By: 

Title: CHAIR

Date: 5/7/25

Address: 1575 BALDY AVE.
POCAHONTO, ID 83201

BANNOCK COUNTY

By: _____ Jeff Hough

Title: Commissioner, Chairman

Date: July 30, 2025

EXHIBIT C TO
ADMINISTRATIVE SERVICES AGREEMENT

MEMBER SPECIFIC AMENDMENT TO THE ADMINISTRATIVE SERVICES AGREEMENT

THIS MEMBER SPECIFIC AMENDMENT (the "Amendment") is made by **BLUE CROSS OF IDAHO HEALTH SERVICE, INC.**, (hereinafter referred to as "Blue Cross of Idaho" or "BCI"), the **GEMPLAN**, a joint powers entity under Idaho Code Section 67-2328, (the "GemPlan" or "Plan Sponsor"), and **CANYON COUNTY** ("Canyon County"), a Self-Funded Member of the GemPlan. BCI, the GemPlan, and Canyon County may hereinafter be collectively referred to as the "Parties", and individually referred to as a "Party".

RECITAL

WHEREAS, effective October 1, 2024, Blue Cross of Idaho and the GemPlan, executed an Administrative Services Agreement and benefit plan pursuant to the terms of which Blue Cross of Idaho agreed to act as the administrator of the Plan Sponsor's benefit plan; and

WHEREAS, Blue Cross of Idaho and the GemPlan agree to certain exceptions and variations from the Administrative Services Agreement for Canyon County, as set forth in this Amendment; and

WHEREAS, by signing this Amendment, Blue Cross of Idaho, the GemPlan, and Canyon County, each agree to the following terms and conditions of this Amendment; and

NOW, THEREFORE, effective October 1, 2024, Blue Cross of Idaho, the GemPlan, and Canyon County, in consideration of the mutual terms and conditions of this Amendment, hereby agree as follows:

TERMS

The Administrative Services Agreement shall be amended, with respect to Services related to Canyon County only, as follows:

1. Article II.D shall be deleted and replaced with the following:
 - D. **Administration of Final Appeals.** BCI shall receive, review and resolve any first level post-service appeals by Participants of a denied Benefit Claim. In the event BCI receives a second level post-service appeal, BCI shall notify Canyon County in writing and provide Canyon County a complete copy of the administrative record, all appeal correspondence and any additional information Canyon County requests in writing that is relevant to the appeal. Following the Canyon County's written notification of its final benefits determination and decision regarding the post-service appeal to BCI, BCI shall communicate Canyon County's final benefits determination and decision regarding the second level post-service appeal to the Participant.

2. Article III.E, G, H, I, J, and K shall be deleted and replaced with the following:
 - E. **Post-Service Appeals.** Canyon County (or, if applicable, an employee or committee of Canyon County designated by Canyon County as the appropriate fiduciary of the Plan) is the sole designated claims fiduciary for the Plan and retains the discretion to interpret Plan terms and the authority to make all second level post-service appeals of benefits determinations that exhaust the Participant's internal appeal rights under the Plan. Canyon County shall review each such appeal and communicate its final benefits determination and decision regarding the post-service appeal to BCI in writing at least three (3) business days prior to the applicable deadline for responding to the appeal. Canyon County is responsible for compliance with all time periods for notifications of benefit determines as set forth in the Plan Document.

- G. Financial Liability.** Canyon County shall have sole financial liability to pay for claims for benefits described in the Plan(s), or as otherwise authorized by Canyon County in accordance with the terms of this Agreement.
- H. Timely Payment.** Canyon County agrees to contemporaneously pay or timely reimburse BCI for Benefit Claims paid using BCI's own funds, if any, and otherwise make timely payments for claims costs and administrative fee(s) to BCI as required by this Agreement. Failure of Canyon County to timely pay the foregoing amounts terminates any performance guarantees agreed to between the Parties. BCI retains the right to suspend performance of its obligations under this Agreement if full payment is not made timely. Payment shall be considered timely if made within two (2) business days of the invoice due date or within two (2) business days after BCI paid claims using its own funds, whichever date is later.
- I. Cure Untimely Payment.** Canyon County has fourteen (14) calendar days to cure any untimely payment. If Canyon County fails to cure untimely payment within fourteen (14) calendar days, BCI may terminate all Services to Canyon County without further notice or action. Termination of Services to Canyon County does not terminate the Agreement between BCI and the GemPlan with respect to other members.
- J. Account for Payment of Claim.** Canyon County shall remit the amount due via electronic payment to BCI within three (3) business days of receipt of a Statement of Paid Claims. BCI shall fax or email a Statement of Paid Claims to the Canyon County at least two (2) days prior to the settlement date to inform the Canyon County of the amount due to BCI for weekly claims.
- K. Surcharges or Other Assessments.** Reimburse BCI, as a claims cost, any surcharges or other assessments imposed by state or federal law on Canyon County's Benefit Claims.

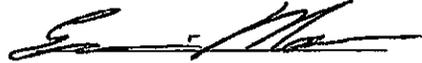
Except as stated here, the Administrative Services Agreement and all Appendices shall remain unchanged. In addition, since this Amendment is member-specific, this Amendment does not amend or change any terms of the Administrative Services Agreement, including all Appendices, applicable to any members other than Canyon County. With respect to such members, the Administrative Services Agreement will be read as if this Amendment had not been put into effect.

IN WITNESS WHEREOF, Blue Cross of Idaho and the Plan Sponsor have caused this Amendment to be executed by their duly authorized representatives as of the date set forth hereinabove.

**BLUE CROSS OF IDAHO
HEALTH SERVICE, INC.**

GEMPLAN

By: _____

By: 

Title: _____

Title: CHAIR

Date: _____

Date: 5/7/25

Address: 3000 East Pine Avenue
Meridian, Idaho 83642

Address: 1575 BALDY AVE.
POCATELLO, ID 83201

CANYON COUNTY

By: _____

Title: _____

Date: _____

September 24, 2024

Idaho PBM Law Takes Effect January 1, 2025

Effective January 1, 2025, Idaho HB 596 will place new requirements on pharmacy benefit managers (“PBM”) and the plans they service. Idaho joins the growing list of states that have passed laws targeting PBM practices and prescription benefits. Whether and to what extent the law may be subject to ERISA preemption will not likely be known until the law becomes effective.

Key requirements of the law include:

- requiring PBMs to register with the state;
- requiring PBMs to pass through 100% of rebates to the plan;
- prohibiting spread pricing, the practice of charging a plan more than the pharmacy is paid for prescriptions services;
- requiring increased reporting to the Department of Insurance (“DOI”);
- requiring increased reporting to plans related to costs for Rx services, fees charged, and rebates received related to the plans;
- requiring network adequacy standards that meet or exceed Medicare part D requirements; and
- continuity of care provisions related to mid-year formulary changes.

HB 596

Under HB 596, plans will be entitled to significant information related to how prescription services are provided by PBMs. This will include disclosure of:

- the cost, price, and reimbursement information of all prescription drugs;
- all fees, markups, and discounts charged or imposed on pharmacies with which the PBM has contracted; and
- the aggregate amount of all remuneration the PBM received from a drug manufacturer for a prescription drug including any rebate, discount, admin fee or any other payment or credit.

In addition to the increased disclosure requirements, PBM contracts will need to include the following:

- require pass through pricing where the PBM must charge the plan no more than the amount that they pay a pharmacy for prescription drugs;
- prohibit spread pricing where the PBM charges the plan more than a pharmacy is reimbursed for prescription drugs; and
- require 100% of manufacturer rebates to be provided to offset plan cost-sharing and reducing premiums with any remaining rebates to be used to reduce participant copayments in contracts that allow the PBM to negotiate rebates.

Network adequacy requirements are meant to expand pharmacy networks and increase options for covered members to obtain services at pharmacies of their choice. Additionally, network adequacy requirements often serve to counter a PBM from disfavoring unaffiliated or independent pharmacies that are often critical in providing services in rural areas. These requirements include:

- prohibiting a PBM from limiting a network to an affiliated pharmacy;
- prohibiting a PBM from limiting coverage to mail-order only;
- prohibiting the requirement that a covered member obtain services from an affiliated pharmacy; and
- prohibiting the participation in a network being conditioned on participation or non-participation in another network.

Additional requirements of HB596 include increased reporting to the DOI related to the difference in reimbursement rates, direct and indirect remuneration, fees or other price concessions, and clawbacks between an affiliated and unaffiliated pharmacy. Additionally, PBMs will be required to report an explanation of the reason why any drug was moved or reassigned to a formulary tier that has a higher cost, copayment, coinsurance, deductible for a covered individual or a lower reimbursement to a pharmacy.

Continuity of care provisions will require a PBM that implements mid-year formulary changes to allow a covered individual to continue to have access to the medication at the same cost for up to 60 days after the covered individual is notified of the change.

STATE PBM LAWS AND ERISA PREEMPTION

ERISA preemption exempts self-funded ERISA-covered plans from the applicability of state law. As medical and prescription service costs continue to rise, there has been increased focus on PBMs at the state level. Various laws have been passed in different states that have placed requirements on PBM networks, contract provisions related to pricing and rebates, as well as setting rules and limits for how PBMs structure their pharmacy networks. Litigation has produced varied results related to ERISA preemption.

The U.S. Supreme Court held that an Arkansas statute that mostly regulated rate setting by PBMs was not preempted by ERISA. However, an Oklahoma law that included requirements directly affecting plan design and administration, as well as mail order pharmacy benefits, was found to be partially preempted by ERISA by the 10th Circuit Court of Appeals. The state has appealed the decision to the U.S. Supreme Court. It's uncertain whether the Court will accept the case and further weigh in on ERISA preemption.

EMPLOYER NEXT STEPS

Employers with self-funded plans in Idaho will want to confirm their PBM's compliance with the new requirements.

- The provisions of the law related to contract requirements and network adequacy appear to be effective for any contract executed, amended, adjusted, or renewed on or after January 1, 2025.
- The disclosure requirements may be effective January 1, 2025, without any delay. Self-funded plan sponsors should confirm with their TPAs or PBMs whether and when those service providers intend to provide the required disclosures.

While ERISA preemption for some of the provisions of the law may be possible, self-funded plan sponsors should review PBM contracts to determine what changes may be needed to comply with the new requirements. The law allows for penalties against the PBM for any violation, enforceable by the DOI.

USI will continue to monitor this issue for guidance related to implementation.

RESOURCES

- For text of HB 596: <https://legislature.idaho.gov/wp-content/uploads/sessioninfo/2024/legislation/H0596.pdf>

USI [usi.com/locations](https://www.usi.com/locations)

This summary is intended to convey general information and is not an exhaustive analysis. This information is subject to change as guidance develops. USI does not provide legal or tax advice. For advice specific to your situation, please consult an attorney or other professional.

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BANNOCK COUNTY COMMISSIONERS
624 E. Center, Pocatello, ID 83201
Phone: (208) 236-7210 • Fax: (208) 232-7363

ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCK
Commissioner
3rd District

AGENDA REQUEST FORM

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:00 AM** in the Commissioners' Chambers in the Bannock County Courthouse, 624 E. Center, Room 212, Pocatello, Idaho, or as noticed **48 hours** prior to the meeting at <https://www.bannockcounty.us/commissioners/>. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special meetings should contact the Commissioner's Office at [208-236-7210](tel:208-236-7210), three to five working days before the meeting.

E-mail this completed form and any supporting documents to agendarequest@bannockcounty.us by NOON on the Thursday prior to the scheduled meeting.

Name/Department:

Shanda Crystal/Chief Procurement Officer

Item to be considered/background:

Request to discuss 1) potential signature on a contract with Booth Architecture LLC for design services and 2) a procurement update.

How much time will be needed? Meeting date requested:

5 minutes

7/3/25

Does this item involve a contract, agreement, external funding application or award acceptance?

YES NO

Have all supporting documents been included with this form?

YES NO

List of attendees:

Please include any supporting documents with your Agenda Session Request Form.

Commissioner Office Only:

Date: 7/3/25 Time: _____



Independent Contactor Agreement

Procurement Contract Number 2025.011

Project Name: Road & Bridge Roof

Architect: Booth Architecture PLLC

AGREEMENT made between Bannock County (herein "COUNTY"), a political subdivision of the state of Idaho, and Booth Architecture PLLC (herein "ARCHITECT"), duly authorized to do business in the State of Idaho.

THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** COUNTY engages ARCHITECT to perform the work associated with the Road & Bridge Roof proposal as set forth in Exhibit "A" attached hereto.

2. **EFFECTIVE DATE:** Contract for said services rendered from date contract is fully executed through September 30, 2025.

3. **COMPENSATION:** COUNTY agrees to pay ARCHITECT for their services rendered under this Agreement an amount not to exceed the total sum of \$49,000.00. The parties agree that ARCHITECT will invoice COUNTY for payment under this Agreement for services rendered herein. ARCHITECT verifies that it has reviewed the scope of work to be performed under this Agreement and agrees that in ARCHITECT's professional judgement, the work can and shall be completed for costs within the maximum amount set forth in this Agreement.

4. **NOTICES:** Any and all notices required or permitted to be given by either party hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

Bannock County
Commissioner's Office
624 East Center, Room 101
Pocatello, Idaho 83201

Booth Architecture PLLC
Ted Booth
340 East Clark Street, Suite A
Pocatello, Idaho 83201

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner provide by Section 4 (Notices) herein.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties agree that ARCHITECT is the independent contractor of COUNTY and in no way an employee or agent of COUNTY and is not entitled to workers compensation or any benefit of employment with the COUNTY. COUNTY shall have no control over the performance of this Agreement by ARCHITECT or its employees, except to specify the time and place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of ARCHITECT'S supplies or equipment. ARCHITECT agrees to pay and be responsible for all taxes due from the compensation received under this contract.

6. **BEST EFFORTS:** ARCHITECT represents that ARCHITECT will at all times faithfully, industriously, and to the best of its ability, experience and talent, perform to COUNTY'S reasonable satisfaction.

7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of ARCHITECT or the employees of ARCHITECT. ARCHITECT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. ARCHITECT understands that ARCHITECT is responsible



Independent Contactor Agreement

Procurement Contract Number 2025.011

to pay, according to law, *ARCHITECT*'s income tax. *ARCHITECT* further understands that *ARCHITECT* may be liable for self-employment (Social Security) tax to be paid by *ARCHITECT* according to law.

8. **FRINGE BENEFITS:** Because *ARCHITECT* is engaged in its own independently established business, *ARCHITECT* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of *COUNTY*.

9. **WORKER'S COMPENSATION:** *ARCHITECT* shall maintain in full force and effect worker's compensation for *ARCHITECT* and any agents, employees, and staff that the *ARCHITECT* may employ, and provide proof to *COUNTY* of such coverage or that such worker's compensation insurance is not required under the circumstances.

10. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** *ARCHITECT* shall supply, at *ARCHITECT*'s sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

11. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto, that *ARCHITECT* shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of *COUNTY*.

12. **LICENSE AND LAW:** *ARCHITECT* represents that they possess the skill and experience necessary and all licenses required to perform the services under their agreement. *ARCHITECT* further agrees to comply with all applicable laws in the performance of the services hereunder and shall notify *COUNTY* ten (10) days prior to cancellation of said license. Violations of statute, unethical behavior, unprofessional conduct, or any actions which discredit or dishonor the *COUNTY* may be grounds to immediate termination of this contract.

13. **ANTI-BOYCOTT:** If this Agreement has a total potential value of \$100,000 or more and if *ARCHITECT* is a company with ten (10) or more employees, then pursuant to Idaho Code §67-2346, *ARCHITECT* affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Idaho Code §67-2346.

14. **CHANGES:** *COUNTY* may, from time to time, request changes in the services to be performed hereunder. Such changes, and any increase or decrease in *ARCHITECT*'S compensation, shall be effective only if they are in the form of mutually executed written amendment(s) to this Agreement.

The party desiring the revision shall request amendment(s) to the terms and conditions of this Agreement in writing. Any adjustment to this Agreement shall be effective only upon the parties' mutual execution of an amendment in writing.

No verbal agreements or conversations prior to execution of the Agreement or requested amendment shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing according to the applicable provisions of this Agreement.

15. **FORCE MAJEURE:** This Agreement is subject to force majeure, including without limitation, accidents, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, weather conditions, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, or other delays beyond the reasonable control of the parties. The *ARCHITECT* shall not be held responsible for reasonable delays caused by such events but shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance. Shortage of available labor shall not be considered excusable under this force majeure clause.

16. **NON-APPROPRIATION:** Expenditures not appropriated by *COUNTY* in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by *COUNTY* for performance under this Agreement, *COUNTY* shall notify the other party(ies) and this Agreement shall terminate. Payments under this agreement shall be completed to the date of notification, except that no



Independent Contactor Agreement

Procurement Contract Number 2025.011

payment shall be made or due under this Agreement beyond those amounts appropriated and budgeted by COUNTY to fund payments under this Agreement.

17. TERMINATION FOR CAUSE: If, through any cause, ARCHITECT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if ARCHITECT shall violate any of the covenants, agreements, or stipulations, of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to ARCHITECT of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination, If this Agreement is terminated for cause, ARCHITECT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, ARCHITECT shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by ARCHITECT, and COUNTY may withhold any payments to ARCHITECT for the purposes of set-off until such time as the exact amount of damages due COUNTY from ARCHITECT is determined. This provision shall survive the termination of this Agreement and shall not relieve ARCHITECT of its liability to COUNTY for damages.

18. TERMINATION FOR CONVENIENCE: Either COUNTY or ARCHITECT may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing. If the Agreement is terminated by COUNTY as provided herein, ARCHITECT will be paid an amount which bears the same ratio to the total compensation as the work actually performed bear to the total services of ARCHITECT covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of ARCHITECT, Section 17 (Termination for Cause) hereof relative to termination will apply.

19. INDEMNITY and INSURANCE PROVISIONS: As respects acts, errors or omissions in the performance of professional services, ARCHITECT agrees to indemnify and hold harmless COUNTY, its officers, employees, and COUNTY-designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of ARCHITECT's negligent acts, errors or omissions in the performance of its professional services under the terms of this contract.

As respects all acts or omissions which do not arise directly out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, ARCHITECT agrees to indemnify, defend (at COUNTY's option), and hold harmless COUNTY, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with ARCHITECT's (or ARCHITECT's subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which arise out of the sole negligence of COUNTY.

Without limiting COUNTY's right to indemnification, it is agreed that ARCHITECT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Worker's compensation and Employer's Liability insurance as required by Idaho statutes.
2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit, written on an occurrence form.
3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
4. Professional liability insurance coverage, including contractual liability, in an amount not less than One Million Dollars (\$1,000,000.00), and ARCHITECT shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four- year period, ARCHITECT shall use



Independent Contactor Agreement

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ARCHITECT's best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

COUNTY is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in COUNTY's best interest.

Each insurance policy required by this Agreement shall contain the following clauses:

1. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the Auditing Department of COUNTY.
2. It is agreed that any insurance maintained by COUNTY shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation and professional liability, shall contain the following clause:

COUNTY, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with COUNTY. Prior to commencing any work under this Agreement, ARCHITECT shall deliver to COUNTY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, ARCHITECT shall provide to COUNTY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by COUNTY, it shall be ARCHITECT's responsibility to see that COUNTY receives documentation acceptable to COUNTY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, COUNTY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies COUNTY may have if ARCHITECT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement.
2. Order ARCHITECT to stop work under this Agreement and/or withhold any payment(s) which become due to ARCHITECT hereunder until ARCHITECT demonstrates compliance with the requirements hereof.
3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies COUNTY may have and is not the exclusive remedy for ARCHITECT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which ARCHITECT may be held responsible for payments of damages to persons or property resulting from ARCHITECT's, or its subcontractor's, performance of the work covered under this Agreement.

If ARCHITECT maintains higher limits than the minimums shown above, COUNTY is entitled to coverage for the higher limits maintained by ARCHITECT. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the COUNTY. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the ARCHITECT under this Agreement.

20. NONWAIVER: Failure of either party to exercise any of the rights under their Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.



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21. CHOICE OF LAW: The parties have executed and delivered this Agreement in the County of Bannock, State of Idaho. The laws of the State of Idaho shall govern the validity, enforceability, or interpretation of the Agreement. Bannock County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

22. CONFLICTS IN THE AGREEMENT DOCUMENTS: The Agreement documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Agreement documents, the parties agree that the document providing the highest quality and level of services to the County shall supersede any inconsistent term in these documents.

23. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

24. ENTIRE AGREEMENT: This is the entire Agreement, including any exhibits referenced, between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by COUNTY or ARCHITECT other than those contained in it. Parties acknowledge this Agreement can only be modified or amended in writing by the parties.

25. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

26. SIGNATURE AUTHORITY: The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this agreement.

DATED this 30 day of June, 2025.

COUNTY:

ARCHITECT:

BANNOCK COUNTY COMMISSIONERS

Ernie Moser, Commissioner

By [Signature]
(Name)

Jeff Hough, Chairman

Its OWNER ARCHITECT
(Title or Office)

Ken Bullock, Commissioner

WITNESS:
[Signature]
(Signature of Witness or Notary Public)

ATTEST:

Clerk of Bannock County

Exhibit A



340 E. Clark St., Ste. A, Pocatello, Idaho 83201
P 208.233.4548 | C 208.251.5917 | F 208.233.0263
www.bootharchitecture.com

May 28, 2025

Shanda Crystal, Chief Procurement Officer
Bannock County Facilities
Bannock County, Idaho

Re; Road and Bridge Reroof.

Thank you for the opportunity to work with you on this project. Please find the fee proposal based the proposal on the following.

- Create existing and reroofing plans based on field observations.
- New reroofing documents to include roof plan of approximately 16,500 square foot building as well as roofing details and notes.
- Structural engineering has been omitted as it does not appear necessary. This can be added if necessary.

For these services, I propose a fixed fee of 5% reroofing construction cost not to exceed \$49,000. Documents will be delivered in electronic format for email distribution.

We look forward to working with you on this project. Please contact me with any questions of concerns.

Thank You

Ted Booth, Architect, AIA
Booth Architecture PLLC

Accepted by;

Architect

Name: Ted Booth

Signature: 

Date: 6/30/25

Owner

Name: _____

Signature: _____

Date: _____

BANNOCK COUNTY COMMISSIONERS

624 E. Center, Pocatello, ID 83201
Phone: (208) 236-7210 • Fax: (208) 232-7363



ERNIE MOSER
Commissioner
1st District

JEFF HOUGH
Commissioner
2nd District

KEN BULLOCK
Commissioner
3rd District

Business Meeting Agenda Request Form

The Board of Bannock County Commissioners business meetings are generally held on **Tuesday at 9:15 a.m.** in the Commissioners' Chambers in the Bannock County Courthouse, Room 212; 624 E Center Pocatello, Idaho or as noticed **48 hours** prior to the meeting at <https://bannockcounty.us/commissioners/>. The Commissioners also hold meetings throughout the week as coordinated with the Commissioners' staff. Agenda times are subject to change within **15 minutes** of scheduled time. Any person(s) needing special accommodations to participate in public meetings should contact the Commissioners' Office at 208-236-7210, three to five working days before the meeting.

Requestor Name:

Kristi Klauser

Department:

Auditing

Requestor Email:

kristik@bannockcounty.gov

Item(s) to be considered:

Fiscal Year 2026 Budget Recap

Date of meeting being requested:

07/03/2025

Time requested:

5 Minutes

Does the request involve a contract, agreement, external funding, or award acceptance?

No

Contract/Agreement Begin Date:

Contract/Agreement End Date:

List of additional attendees: