



**Nolan M. Fields IV**  
Assistant District Attorney | Civil Division  
Tulsa County District Attorney's Office  
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(918) 596 - 4900 | [nfields@tulsacounty.org](mailto:nfields@tulsacounty.org)

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**TO:** Board of County Commissioners  
Karen Keith, Chairman  
Stan Sallee  
Ron Peters

**DATE:** April 11, 2019

**REFERENCE:** Employer Group Service Agreement Summary with CommunityCare  
HMO and CommunityCare Life & Health Insurance Company

Please place this item on the agenda for the next meeting of the Board of County Commissioners. It will not be necessary to review this matter in executive session. The Agent/Producer has already executed this Agreement and it is being presented for your review and approval. Please let me know if you have any questions.

Respectfully,

A handwritten signature in blue ink that reads "Nolan M. Fields IV".

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**Nolan M. Fields IV**  
Assistant District Attorney

CC:  
Kathy Burrows, HR Director



**CommunityCare HMO and CommunityCare  
Life & Health Insurance Company  
Employer Group Service Agreement Summary**

Renewal Date	July 1, 2019
Tax ID Number	73-6006419

1. Name of Group Tulsa County				
2. a. Location Street Address 500 South Denver	2. b. City Tulsa	2. c. County Tulsa	2. d. State OK	2. e. ZIP 74103
3. a. Billing Address 500 South Denver	3. b. City Tulsa		3. c. State OK	3. d. ZIP 74103
4. DBA and/or Divisional Names, Subsidiaries, Affiliated Companies or Other Locations to be included See 11. d.			5. Workers' Compensation Carrier	
6. Administrative Contact Deepa Pollard  6.a. Email address: dpollard@tulsacounty.org		7. Management Contact Kathy Burrows  7. a. Registered Agent for Service of Legal Process: Oklahoma Secretary of State unless indicated below <u>Tulsa County District Attorney's Office</u>		
8. a. MULTI-LOCATION <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO 8. b. Multi-location Phone # _____ 8. c. Multi-location Fax # _____		9. d. Multi-locations Listing: Juvenile Bureau, Court Fund (Public Defenders Office), Tulsa County Public Facilities Authority, County Health Department, Fairgrounds, Tulsa County Drainage Districts, Law Library, Early Retirees, Tulsa Emergency Management Association, COBRA Participants		
10. a. Is this coverage part of a union negotiated agreement? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO      10. b. Date of Expiration _____				

**11. MEDICAL BENEFIT PLAN OPTIONS** (Please check the appropriate boxes to indicate the benefit plan you have selected)

**Tier Structure:**                      4 Tier ☒              3 Tier ☐              2 Tier ☐              Other \_\_\_\_\_

**H M O**    *If electing HMO coverage, please indicate the networks selected:*

☒ **Standard Network and CommunityCare Select Network**

IDEAIP1C ☒ \$750 deductible  
\$25/\$50  
Partially Self-Funded Deductible  
Plan (\$3,000/\$6,000). Employer  
Risk is \$2,250 per employee and  
\$4,500 maximum per family.

**Early Retiree Plan:**

☒ **Select Network**

☒ **IDEA Plus 5 CR17**  
\$2,000 Deductible  
Fully Insured

**P P O**    N/A

**12. PRESCRIPTION DRUGS**

(Please check the appropriate boxes to indicate the benefit plan you have selected)

HMO Plans Prescription Drug benefits:

☒ \$0/\$15/\$40/\$85/\$260 copay ☒ \$100 Rx Deductible (max of \$200 per family)**Mail Order**☒ 2x copay for 90-day supply**13. PREMIUM RATES** (For each benefit plan you have selected, please complete the following):

Premium tier	IP1C 750 Select Plan	IP1C 750 Std Plan	IP5 CR17 Select Plan
Employee Only	<u>\$ 543.98</u>	<u>\$ 574.23</u>	<u>\$ 588.55</u>
Employee/Spouse	<u>\$1,183.37</u>	<u>\$1,249.11</u>	<u>\$1,282.81</u>
Employee/Children	<u>\$ 908.05</u>	<u>\$ 958.49</u>	<u>\$ 984.36</u>
Family	<u>\$1,647.34</u>	<u>\$1,738.84</u>	<u>\$1,653.64</u>

14. YOU, the participating Employer, Policyholder or Contract holder intend to establish, sponsor, and endorse an Employee Benefit Plan that will be governed by the Employee Retirement Income Security Act of 1974 (ERISA). YOU are the ERISA Plan Administrator, if applicable. That means, among other things, that You are responsible for administering COBRA on behalf of the Group and its Plan Participants. CommunityCare assumes none of the obligations of the Plan Administrator with respect to administering COBRA.

**Amendment to ERISA language 2007-1: It is the responsibility of the Plan Sponsor to determine which parts of ERISA their plan needs to comply with when the Plan Sponsor is sponsored by a state governmental entity. Community Care acknowledges that Tulsa County has elected not to be subject to ERISA.**

YOU, the participating Employer, are electing to renew in the plan for insurance coverage, which may be modified from time to time, as underwritten by the insurer (WE, US and OUR); CommunityCare Life & Health Insurance Company or CommunityCare HMO.

YOU agree to make available YOUR records, which we determine are relevant to the renewal of insurance coverage for inspection by the Insurance Company, Administrator, US or OUR representative during YOUR normal business hours. With respect to paying claims for benefits or determining eligibility for coverage under this Policy, WE as administrator for claims determinations and as ERISA claims review fiduciary as described in 29 C.F.R. 2560-503-1(g) (2), shall have full and exclusive discretionary authority to 1) interpret policy provisions, 2) make decisions regarding eligibility for coverage and benefits, and 3) resolve factual questions relating to coverage and benefits.

YOU may withdraw at any time, subject to certain premium obligations described in the EMPLOYER AGREEMENT section below, thus terminating YOUR insurance coverage, provided written notice of termination is received by US prior to the requested effective date. Otherwise, YOU understand and agree that failure to remit and pay premium when due will be considered a default in premium payment, and that coverage will be terminated by US, following a grace period of 31 days from the date of non-payment of premium. WE may terminate YOUR insurance coverage according to the "Termination of Coverage" provisions stated in the Policy. Except for non-payment of premium, YOU will be provided with a 30-day advance written notice of YOUR termination of coverage. If coverage is terminated by US for non-payment of premium, YOU will still owe and WE will collect premium for the grace period.



## 15. CONTRIBUTION AND PARTICIPATION REQUIREMENTS

For YOU to remain eligible, the Contribution and Participation Requirements must be maintained for all coverage. Failure to maintain the plan eligibility, and Participation Requirements will terminate YOUR coverage under the POLICY. Other termination provisions are stated in the Policy or Group Services Agreement.

Based upon the information submitted, WE have the right to decline the entire group's medical coverage, if the Employer is not a Small Employer as defined by the Oklahoma Small Employer Health Insurance Reform Act.

1. If you pay 100% of the premium, YOU must have 100% participation of employees eligible for medical insurance benefits and you agree that at no time shall any employee be permitted or required to contribute for non-contributory coverage.
2. If YOU pay less than 100% of the premium, YOU must have at least 70% participation of employees eligible for medical insurance benefits. For Employer Groups with 50 or more employees, YOU must have at least 50% participation of employees eligible for medical insurance benefits enrolled regardless of waivers.
3. YOU are required to contribute at least 50% of the premium for each employee benefit or 0% of the cost for dependents.

**Amendment to "employee" definition 2007-3: The HMO acknowledges that the definition of "employee" for the Tulsa County Health Department, a division of Tulsa County shall include "part-time" employees working at least 20 hours or more.**

### Rates:

If the Employer is not a Small Employer, the rates listed in this employer application are the direct result of the data provided to CommunityCare at the time of the request for proposal. CommunityCare reserves the right to adjust the rates at any time if health conditions, which existed prior to the effective date, are presented after the release of these rates. Any fraudulent or intentional misrepresentation of material fact would result in the termination of the agreement by CommunityCare.

The rates illustrated assume CommunityCare is the sole carrier. If it is determined during the sales process that CommunityCare will be an option, we reserve the right to adjust the rates to reflect possible adverse risk.

## 16. COMMUNITYCARE RESPONSIBILITIES

**Plan Management Services:** CommunityCare will manage the plan in accordance with applicable state and federal laws and the terms of the plan's evidence of coverage, i.e., the member handbook (for HMO plans) or the insurance certificate (for PPO Plans). Administrative services provided by CommunityCare include: customer service and enrollment processing; provider services and credentialing; claims processing and payment (including coordination of benefits and subrogation); medical management and utilization review; grievance and appeals, quality assurance; and financial accounting and underwriting. CommunityCare assumes no administrative obligations with respect to the plan other than those described above, nor any responsibilities that belong to the Group or Plan Sponsor under applicable law.

**Right to Audit:** CommunityCare may, upon seven (7) days' prior written notice to the Group, audit the Groups' records for the purpose of ensuring that only Eligible Persons have enrolled in the plan, and that only Plan Participants are receiving coverage. CommunityCare may request, and the Group agrees to provide, documents and information that may be reasonably necessary for CommunityCare to provide such audit.

## 17. PLAN ADMINISTRATOR RESPONSIBILITIES

**General:** Your responsibilities with respect to the Plan include, but are not limited to, conducting Open and Special enrollments, submitting enrollment forms to CommunityCare; collecting Plan Participants' contributions toward the Group's premium payment and remitting the Group's premium payment to CommunityCare; making determinations regarding an employee's or dependent's eligibility to enroll in the plan and notifying CommunityCare of changes in the eligibility of Plan Participants; and administering COBRA and notifying Plan Participants of their COBRA rights.

**Payments Made in Error:** If CommunityCare pays a claim for services rendered to an individual who, at the time services were rendered, the Group had informed CommunityCare was an eligible Plan Participant, but who is later determined to have been ineligible, the ineligible individual must reimburse CommunityCare for the value of the services for which CommunityCare paid within thirty (30) days after CommunityCare's request for reimbursement.

**Group Administrative Policies & Procedures:** By executing this Application, the Group represents to CommunityCare that it has adopted written policies and procedures governing its activities related to administration of the Plan, including how the Group determines which individual are eligible for coverage, and that the Group administers its responsibilities in strict accordance with the requirements of applicable state and federal law (e.g., ERISA, COBRA). The Group also represents that it will apply its administrative policies and procedures uniformly with respect to each of its employees and their dependents, and that it will give CommunityCare advance written notice if it intends to apply those policies or procedures non-uniformly with respect to any individual or in a manner that would purport to entitle an individual who would not otherwise qualify as an eligible Plan Participant to receive benefits under the Plan. CommunityCare may, at its discretion, refuse coverage for that individual.

**Notification of Changes in Eligibility:** The Group agrees to notify CommunityCare promptly of any change that would affect a Plan Participant's continued eligibility for coverage. Each month, CommunityCare will send the Group a bill for the following month's premium. By the tenth of the following month, the Group must remit to CommunityCare the group premium payment and identify in writing (e.g., by indicating on the bill) any Plan Participant who is no longer eligible for coverage, whose coverage is terminating, or who is electing COBRA. If the Group fails to notify CommunityCare that a Plan Participant has lost eligibility, the Group and the Plan Participant agrees to reimburse CommunityCare for any amounts CommunityCare paid for services rendered to the Plan Participant during his/her period of ineligibility.

**Amendment to Eligibility 2007-5: Once a person, employee or dependent, becomes eligible for Medicare coverage they will be terminated from the group plan on the day their Medicare coverage becomes effective.**

**Amendment to Eligibility 2007-6: To be eligible for coverage, an employee must be actively at work, working the required number of hours unless he/she is off work due to a health-related condition.**

**An employee is no longer eligible for coverage as of the later date he or she is no longer Actively at Work, ceases to be in a "paid status", has exhausted FMLA, and/or is on Temporary Disability under Workers Compensation for a time period not to exceed 104 weeks. The date coverage is lost will be the "qualifying event" date for COBRA.**

**The Employee could be off due to a family member's serious health condition: once an employee ceases to be in a "paid status" & has exhausted FMLA, he/she should be removed from active employee status & offered COBRA. Tulsa County has chosen to run FMLA concurrently with personal leave, vacation and workers compensation for any particular item that qualifies.**



**HIPAA Creditable Coverage:** The Group is responsible for ensuring that the Plan complies with the portability rules promulgated under HIPAA (the "Portability Rule"). The Group agrees to notify CommunityCare promptly of any Plan Participant whose coverage is terminating so that CommunityCare can issue a certificate of creditable coverage within the required timeframe.

**ERISA:** The Group is responsible for ensuring that the Plan complies with applicable provisions of ERISA, and that the Group's Plan Participants are informed of their respective rights and protections with respect to coverage under the Plan. The Group is solely responsible for developing, adopting and distributing summary plan descriptions related to the Plan. ~~The Group agrees to indemnify and hold CommunityCare harmless from and against any claims, losses or expenses arising out of the Group's failure to properly perform its obligations under ERISA with respect to the Plan.~~

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**COBRA:** The Group is solely responsible for administering COBRA on behalf of its Plan Participants (also called "qualified beneficiaries" for purposes of COBRA), including issuing all notices required to be given to such individuals by both employers and plan administrators under the Health Care Continuation Coverage final rules established by the U.S. Department of Labor in a manner consistent with applicable U.S. Department of the Treasury regulations. Such notices include the general notice of continuation coverage and the specific notice of the right to elect continuation coverage. CommunityCare's sole responsibility with respect to COBRA is to provide continuing coverage under the Plan for those individuals who are entitled to such coverage, and with respect to whom CommunityCare has received proper notice from the Group and/or the individual, and who has, in fact, elected COBRA coverage within the applicable time frames. The Group agrees that CommunityCare is not obligated to provide COBRA continuation coverage to any Plan Participant: (i) with respect to whom CommunityCare has not received proper notice of the qualifying event; (ii) who did not receive appropriate notice of his/her right to elect continuation coverage; or (iii) who, after having received proper notice from the Group of his/her right to elect continuation coverage, fails to elect such coverage within the required time frames (regardless of whether or not CommunityCare has received premium on his/her behalf). CommunityCare has the right to request and receive from the Group documentation or other information reasonable necessary to confirm that a Plan Participant identified by the Group as having elected COBRA coverage is, in fact, eligible for such coverage and elected COBRA coverage timely and in the manner required by applicable law.

**Group Premium Payment; Grace Period; Modification:** The Group Premium Payment is due monthly on or before the tenth of the month for which premium is owed. Nonpayment of the Group Premium Payment is cause for termination of the Plan. If any Group Premium Payment (other than the initial payment) is not paid within forty-five (45) days after its due date (the "Grace Period"), coverage under the Plan will terminate at the end of the last month for which a Group Premium Payment was received. Such termination will not, however, affect the Group's liability to pay any overdue Group Premium Payment. CommunityCare may modify the Group Premium Payment upon thirty (30) days' written notice to the Group. Any such modification shall take effect starting the first full month following the expiration of the sixty (60) day notice period. CommunityCare may also change the Group's premium rates during the policy period if its business practices change as the result of legislative or judicial mandates, including voluntary compliance by CommunityCare with court settlements or court orders. The Group will be deemed to have consented to the modification unless, within the 60-day period, the Group notifies CommunityCare of its intent to terminate the Agreement.

**Extraordinary Tax Passthrough:** The Group Premium Payment shall be adjusted upward to include any taxes imposed on CommunityCare on, with respect to, or measured by, the Group Capitation Premium after the Effective Date of the Plan. Any adjustment pursuant to this provision shall be effective on the date the tax is imposed, and shall be promptly paid by the Group upon receipt of written notice within sixty (60) days written notice by CommunityCare, together with sufficient supporting documentation to enable the Group to ascertain the accuracy of CommunityCare's calculation of any such adjustment.

## 18. CONTRACT TERMINATION

The initial plan year is the twelve-month period starting on the Effective Date above; and the Plan will be eligible for subsequent 12-month periods unless earlier otherwise terminated. The group may terminate the contract without cause upon sixty (60) days' written notice to CommunityCare; however, such termination shall not affect the Group's liability to pay the group premium payment through the month in which termination occurs. CommunityCare may terminate the contract upon thirty (30) days' written notice to the Group if the Group provides intentional misleading or fraudulent information which is material to the issuance of the contract. The Group may terminate the contract upon thirty (30) days' written notice if CommunityCare notifies the Group of its intent to increase the Group's premium payment or reduce plan benefits during a plan year.

## 19. GOVERNING LAW

The contract between You and CommunityCare is governed by, and construed in accordance with, the laws of the State of Oklahoma. In addition, the parties' obligations may be governed by certain federal laws, rules and regulations, such as the Oklahoma Insurance Code (Title 36) and regulations promulgated by the Oklahoma Insurance Department, ERISA, COBRA, the Patient Protection and Affordable Care Act and Title XVIII of the Social Security Act.

## 20. DISCRETIONARY AUTHORITY OF PLAN MANAGER

In carrying out its responsibilities as plan manager, CommunityCare has discretionary authority to interpret the terms of the Plan, including terms governing eligibility for and entitlement to Plan benefits. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

## 21. MISCELLANEOUS

This application contains the entire understanding of the parties with respect to coverage and the operation of the plan(s) sponsored by the Group, and supersedes all other such agreements and understandings between the parties. The rights and obligations of the parties set forth in this application may not be modified other than by written agreement of the parties, except that rights or obligations of a party which arise or accrue by virtue of changes to existing law, or by the passage of new law, are deemed to be automatically incorporated into this application as of the date such laws or their amendments take effect. No failure or delay by any party to exercise any right shall operate as a waiver thereof, except as expressly provided, nor shall any single or partial exercise of any right by a party preclude any further exercise thereof, or the exercise of any other right. All of the terms and provisions of this application shall be binding upon, and shall inure to the benefit of and be enforceable by, the respective successors and assigns of the parties; provided, however, that neither party shall assign any of its rights hereunder without the prior written consent of the other party. CommunityCare may, however, delegate any of its plan management responsibilities to a third party through a written delegation agreement without the Group's consent.

The relationship between CommunityCare and the Group is that of independent contractors. Neither party, nor any of its officers, directors, agents or



representatives has authority to bind or act on behalf of the other party without that party's prior written consent.

All notices, requests or demands vis-à-vis CommunityCare and the Group shall be given or made as follows:

If to CommunityCare: CommunityCare, Attn. President & CEO, Two West Second Street #100, Tulsa, OK 74103.

If to the Group: Notices will be sent to the Management Contact identified in Box 10 at the address listed in Box 5 hereinabove.

## 22. EMPLOYER AGREEMENT

YOU agree to collect any employee contribution toward premium. YOU understand and agree that neither YOU nor the Agent/Producer has the authority to waive a complete answer to any question, pass on insurability, alter any contract, or waive any of OUR other rights or requirements. YOU hereby certify that YOU have read this document and that the information provided is accurate and complete. YOU also understand that any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. YOU also certify that the information provided here can be substantiated by business records maintained by YOU. YOU agree to provide the documentation requested by US that establishes that all eligibility, underwriting and participation requirements of the policy are met. YOU understand that only individuals who meet the eligibility requirements of the Policy are entitled to maintain coverage. YOU understand CommunityCare will rely on the information provided in determining eligibility for coverage, setting premium rates, compliance with applicable laws, and other purposes, and that any intentional misrepresentation of material fact, or fraudulent statement may result in rescission of the group policy, termination of coverage, increase in premiums, or other consequences. This document and CommunityCare's Administrative Guide (a copy of which will be provided to You upon approval of Your Employer Group Application) (and, for coverage underwritten by CommunityCare HMO, the Group Services Agreement) constitute the contract between the Group and CommunityCare. The respective rights and obligations of CommunityCare and Plan Participants are set forth in, and are governed by, applicable law and the Plan's evidence of coverage. Insurance coverage is not in effect unless and until YOU receive written notification from us. **UNDER NO CIRCUMSTANCES SHOULD YOU CANCEL YOUR PRESENT GROUP COVERAGE WITHOUT PRIOR NOTICE OF APPROVAL BY US.**

**Representation on Authority of Parties/Signatories:** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

DATED ON: \_\_\_\_\_  
(Month, Day, Year)

BY: **X** \_\_\_\_\_  
(Employer Signature)

DATED AT: \_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Title)

## 23. AGENT/PRODUCER INFORMATION (To be completed by the Agent/Producer)

### 1. AGENT/PRODUCER/AGENCY OF RECORD (Commissions/Correspondence/Bonuses)

Social Security/Tax ID No. 36-4291971

NPN \_\_\_\_\_

Name Gallagher Benefit Services, Inc.

Street 2850 Golf Road Street \_\_\_\_\_

City Rolling Meadows State IL ZIP 60008

Phone No. 918-584-1433 Fax No. \_\_\_\_\_ Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Commission Split \_\_\_\_% (Required for split commissions only, % should = 100)

Commission Schedule ☐ \$ \_\_\_\_\_ PEPM ☒ None

WRITING AGENT/PRODUCER (Producer who actually solicited the case)

Name Mr. Steve Stoll

Street 1300 South Main Street

City Tulsa State OK ZIP 74119

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Social Security Number \_\_\_\_\_

Writing AGENT/Producer's Signature Steve Stoll

### 2. AGENT/ PRODUCER/AGENCY OF RECORD (For Split Commissions Only)

Social Security/Tax ID No. \_\_\_\_\_

NPN \_\_\_\_\_

Name \_\_\_\_\_

Commission Split \_\_\_\_% (Required for split commissions only, % should=100)

You, the Agent/Producer(s), certify that you have met with the

Employer submitting this application and that you have fully explained

its contents. You have discussed coverage, eligibility and effect of

misrepresentations and termination provisions.

Date \_\_\_\_\_

APPROVED AS TO FORM:

Nolan M. Fields IV

Asst. Dist. Attorney 4-11-19