

**HEALTHTRUST, INC.**  
**COBRA ADMINISTRATIVE SERVICES AGREEMENT**

**Town of Allenstown**

This COBRA Administrative Services Agreement (“COBRA Agreement”) is made by and between Town of Allenstown (“Member”) and HealthTrust, Inc. (“HealthTrust”) effective as of January 1, 2016 (“Effective Date”).

**Preamble**

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services. HealthTrust and Member are parties to a separate Application and Membership Agreement (“Membership Agreement”). Member is participating in HealthTrust’s group medical and/or dental Coverage Program(s) and will receive (or continue to receive) certain COBRA administrative services offered by HealthTrust to its members in accordance with this COBRA Agreement.

**Agreement**

Subject to the terms and conditions specified herein and in the Membership Agreement between the parties, the Member and HealthTrust hereby agree that HealthTrust shall provide (or continue to provide) on behalf of the Member the base COBRA administrative services described below in Section 1 and, if elected, Section 2, with respect to all Employees of the Member who are covered under the medical and dental Coverage Programs offered by the Member through HealthTrust:

**1. Base COBRA Administrative Services.** HealthTrust shall provide the following base COBRA administrative services (“Base COBRA Services”):

- a. Delivery of an initial notice of COBRA continuation coverage rights to each employee (and spouse thereof) of the Member who become covered under the Member’s medical and/or dental plan(s) offered through HealthTrust upon their enrollment by the Member.
- b. Upon notification of HealthTrust by the Member of a COBRA qualifying event, HealthTrust shall provide each qualified beneficiary eligible for COBRA coverage with timely notice of his/her right to elect COBRA continuation coverage and the terms, conditions and election procedures for COBRA coverage.
- c. Provision of information, forms and support to the Member’s Benefits Administrator regarding administration of COBRA continuation coverage, including applicable notice, eligibility, enrollment and payment rules.
- d. Upon expiration of the maximum COBRA continuation period or notification of HealthTrust by the Member of a COBRA cancellation, HealthTrust shall notify the

affected COBRA beneficiary of (i) the termination of his/her COBRA continuation coverage due either to the expiration of the maximum COBRA continuation period or to an event causing early termination of COBRA coverage, and (ii) any rights of the COBRA beneficiary to convert to an individual health benefits plan coverage.

No Additional Charge for Base COBRA Services. There will be no additional charge to the Member or its COBRA beneficiaries for the Base COBRA Services provided by HealthTrust under this Section 1.

**2. COBRA Billing Services.** HealthTrust makes available to its Members on an elective basis the additional COBRA administrative services listed below related to direct billing of and collection of payment from COBRA beneficiaries (“COBRA Billing Services”).

If elected, in addition to the Base COBRA Services, HealthTrust shall provide the following additional COBRA Billing Services:

- a. Direct billing of the Member’s COBRA beneficiaries on a monthly basis of the applicable amounts due for their COBRA continuation coverage.
- b. Collection of amounts billed and due from COBRA beneficiaries in accordance with applicable COBRA rules.
- c. Direct enrollment of eligible qualified beneficiaries who elect COBRA continuation coverage, and ongoing maintenance of such beneficiary’s enrollment and membership changes until cancellation/termination of COBRA coverage.
- d. Provision of monthly reports to the Member listing COBRA beneficiaries who have been billed by HealthTrust, along with their medical and/or dental plan(s), coverage type and COBRA contribution amounts.
- e. Notification of COBRA beneficiaries at annual open enrollment of contribution rate change information.
- f. Termination of COBRA beneficiaries for nonpayment and notice of such termination to Member.

The Member understands and agrees that if COBRA Billing Services are elected, the billing services shall be performed by HealthTrust for all of the Member’s COBRA beneficiaries who are covered through HealthTrust.

Charges for COBRA Billing Services. The Member understands and agrees that HealthTrust will bill the COBRA beneficiary directly for his or her COBRA continuation coverage as follows:

- The applicable monthly contribution amount due for the COBRA continuation coverage selected by the COBRA beneficiary, and

- An administrative fee computed as 2% of the applicable monthly contribution amount as allowed by federal law.

The Member agrees that HealthTrust will retain the 2% administrative fee as its compensation for the COBRA Billing Services rendered by HealthTrust. There will be no other separate charge to the Member or its COBRA beneficiaries for the additional COBRA Billing Services provided by HealthTrust under this Section 2.

Member understands and agrees that initial commencement of COBRA Billing Services requires at least 60 days advance notice to HealthTrust and the provision of all necessary information for commencement of such services.

**3. Member Responsibilities.** As a condition of HealthTrust performing the Base COBRA Services and COBRA Billing Services (if elected) specified in Sections 1 and 2 above, the Member agrees to perform the following responsibilities:

- a. Make available to COBRA beneficiaries the same medical and dental plan coverage options through HealthTrust as are available to eligible active Employees of the Member.
- b. Upon the Member's initial participation in HealthTrust's health benefit programs, provide information to HealthTrust on the Member's then existing COBRA beneficiaries.
- c. Notify HealthTrust in a timely manner when Employees experience a COBRA qualifying event and provide HealthTrust with necessary forms and information in accordance with applicable COBRA administrative policies and procedures established by HealthTrust.
- d. Perform all COBRA compliance and administrative obligations of the Member with respect to its Employees other than those COBRA services provided by HealthTrust hereunder.
- e. Upon Member (or a subunit of Member) ceasing to participate in the medical and/or dental Coverage Programs offered through HealthTrust, to carry out the transition of Member's (or subunit's) COBRA beneficiaries and covered Employees out of their coverage through HealthTrust.
- f. Provide HealthTrust with at least 60 days advanced written notice of the Member's decision to elect to receive the COBRA Billing Services made available by HealthTrust and, in such event, assist with the transition of such COBRA Billing Services to HealthTrust.
- g. Provide HealthTrust in a timely manner with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of the Base COBRA Services and COBRA Billing Services (if elected) on behalf of the Member.

HealthTrust shall be entitled to rely on any information provided by the Member pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information.

HealthTrust reserves the right to request additional information from the Member at any time in order to satisfy HealthTrust's COBRA administrative service obligations. The Member agrees to provide any requested information to HealthTrust in a timely manner.

**4. Amendments to Services and Responsibilities.** HealthTrust and the Member acknowledge and agree that the COBRA services and responsibilities herein are intended to assist the Member in satisfying its obligations under federal COBRA law. HealthTrust agrees to perform its COBRA administrative services in accordance with a reasonable good faith interpretation of the applicable requirements of COBRA. HealthTrust reserves the right to amend its COBRA administrative procedures and policies and the services and responsibilities provided herein as it deems necessary or appropriate without amending this COBRA Agreement. HealthTrust will notify the Member of any changes that will materially affect either HealthTrust services or the Member's responsibilities.

**5. Other Terms and Conditions.** HealthTrust and the Member further acknowledge and agree that:

- a. The COBRA administrative services performed by HealthTrust hereunder will be performed only with respect to Employees of the Member who are covered under the medical and/or dental Coverage Programs offered by the Member through HealthTrust. In no event shall HealthTrust be responsible for providing any COBRA administrative services with respect to Employees of the Member who are covered under a medical or dental plan coverage option offered by the Member through another insurer or provider.
- b. The performance of COBRA administrative services by HealthTrust on behalf of the Member does not and is not intended to make HealthTrust the plan sponsor, plan administrator or other fiduciary of the Member's group health benefit plans for COBRA purposes under any applicable law or regulation, and the Member will not identify or refer to HealthTrust as such.
- c. HealthTrust shall not have any obligation or liability with respect to any COBRA administrative services described herein before the effective date of the Application and Membership Agreement or this COBRA Agreement, or with respect to any COBRA compliance obligations of the Member other than HealthTrust's administrative service obligations hereunder.
- d. All confidential information disclosed by the parties pursuant to this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care in protecting the confidential information of the other party as it uses with respect to its own confidential information. The receiving party will limit access to confidential information to its employees and advisors with

a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Member to the extent that disclosure of such information is required to perform its COBRA administrative service obligations hereunder.

For purposes of this subsection (d), "confidential information" shall mean all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the service obligations and responsibilities hereunder, but does not include (i) information that is already known by the receiving party without obligation of confidentiality; (ii) information that becomes generally available to the public other than as result of disclosure by the receiving party in violation of this Agreement; and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

- e. All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.

## **6. Term and Termination.**

- a. The term of this COBRA Agreement shall commence on the Effective Date, and shall continue during the Member's participation in HealthTrust's medical and/or dental Coverage Program or until earlier terminated by either party with 60 days prior written notice to the other party.
- b. Notwithstanding anything contained herein, if the Member defaults in the performance of any of its responsibilities hereunder, HealthTrust may, upon written notice to the Member, terminate this COBRA Agreement.
- c. Notwithstanding any other provision of the Membership Agreement or this COBRA Agreement, HealthTrust's agreement and obligation to provide COBRA administrative services as set forth herein shall automatically cease upon termination of the Member's (or subunit's) participation in HealthTrust's medical and/or dental Coverage Programs, and HealthTrust shall not provide and shall not be obligated to provide any further services with respect to the COBRA beneficiaries and covered Employees of the terminating Member (or subunit) pursuant hereto other than transition of COBRA administration to the Member or a successor COBRA administrator.

7. **Election of COBRA Billing Services (Section 2)** [check one of the two boxes below]:

- The Member hereby elects to receive the COBRA Billing Services described in Section 2 of this COBRA Agreement. The Member understands and agrees that HealthTrust will be charging COBRA beneficiaries an administrative fee of 2% of the applicable monthly contribution amount as allowed by federal law.

Only for Members initially electing COBRA Billing Services: If the Member has existing COBRA beneficiaries who are covered (or to be covered) through HealthTrust, the Member (**please initial below**):

\_\_\_\_ **does**

\_\_\_\_ **does not intend**

to transfer billing responsibilities for those beneficiaries to HealthTrust as of the effective date of HealthTrust's COBRA Billing Services. This paragraph is not applicable to Members renewing ongoing COBRA Billing Services.

- The Member elects not to receive COBRA Billing Services described in Section 2, at this time.

IN WITNESS WHEREOF, the Member and HealthTrust have caused this COBRA Agreement to be executed by their duly authorized officials.

For the MEMBER:

TOWN OF ALLENSTOWN

\_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For HEALTHTRUST, INC.:

\_\_\_\_\_  
David Frydman  
Interim Executive Director

\_\_\_\_\_  
Date