

POINT C
5310 N. 99th Street, Suite 1, Omaha NE 68134
402-571-6224

ADMINISTRATIVE SERVICES AGREEMENT

This agreement (“agreement”) for administrative services is made and entered into effective **July 1, 2025**, by and between **Point C**, hereinafter referred to as the Claims Administrator and **City of Crete**, hereinafter referred to as the Plan Sponsor of the City of Crete Employee Benefit Plan (the “Plan”).

IN WITNESS WHEREOF:

WHEREAS, the Plan Sponsor has established a self-funded health care plan for certain of its employees and/or their dependents (the “participants”);

WHEREAS, the Plan Sponsor of the Plan has the authority, power and duty to administer the Plan according to its terms;

WHEREAS, the Plan Sponsor is authorized to engage the Claims Administrator to provide certain administrative services for the Plan; and

WHEREAS, the Claims Administrator is willing to provide such administrative services.

NOW, THEREFORE, in consideration of the mutual promises and duties set forth in this agreement, the parties, thereto, intending to be legally bound, do agree as follows:

SECTION A: DUTIES & RESPONSIBILITIES OF CLAIMS ADMINISTRATOR

1. The Claims Administrator shall maintain adequate and necessary records from information provided by the Plan Sponsor under Section B1 herein on each Plan Participant to properly administer the Plan. These participant records shall include, but are not limited to, the following information for each Participant: Full name, date of birth, effective date of coverage and benefit elections.
2. The Claims Administrator will bond all Point C employees who handle Plan assets and will, within 30 days of a written request by the Plan Sponsor, present evidence of such bonds to the Plan Sponsor.
3. Subject to Section A4 of this agreement, the Claims Administrator agrees that Plan Participant records, and the information contained therein, shall not be disclosed, or made available to persons other than the Plan Sponsor, or its designated agents, without prior written approval of the Plan Sponsor; provided, however, the Claims Administrator may disclose such information to its subcontractors if necessary to perform its obligations under this agreement. The Claims Administrator shall comply with applicable laws and regulations regarding confidentiality or privacy of medical records and other Plan records and cooperate with the Plan Sponsor to ensure such compliance.

4. The Claims Administrator shall not disclose or use Plan records for a purpose unrelated to administration of the Plan. Absent prior written approval pursuant to Section A3 of this agreement the Claims Administrator will disclose such information only:
 - (a) In response to a court order
 - (b) For an examination conducted by an authorized state or federal government authority
 - (c) To an issuer of a stop loss policy purchased by the Plan Sponsor
 - (d) With written consent of the Plan Participant or his or her legal representative
5. The participant records maintained by the Claims Administrator shall be the property of the Plan Sponsor and shall be available for inspection by the Plan Sponsor or its designated agents, during normal business hours.
6. The Claims Administrator shall provide, subject to the Plan Sponsor's final approval, the initial Plan document, summary plan description for the Plan, and any other documents as agreed to by the Claims Administrator and the Plan Sponsor. In addition, the Claims Administrator will make available all necessary forms, ID cards, and any materials necessary for the performance of the Plan.
7. The Claims Administrator may contract with other vendors to perform services under its agreement for the benefit of the Plan. The Claims Administrator will be responsible for those services to the same extent that it would have been responsible had it performed those services directly hereunder, provided, however, professional services shall be governed by item 14 herein.
8. The Claims Administrator shall process and adjudicate all claims presented for payment according to the Plan Document.
9. The Claims Administrator shall abide by industry standards, to correctly process and pay claims for benefits in accordance with the terms of the Plan and information provided to the Claims Administrator by the Plan Sponsor.
10. The Claims Administrator shall assume no liability and shall be held harmless by the Plan and the Plan Sponsor in complying with instructions communicated by the Plan Sponsor to the Claims Administrator. Should the Claims Administrator have a question of whether a particular claim of benefits should be paid under the Plan, the Claims Administrator shall contact the Plan Sponsor for a determination of whether said claims should be paid. Thereafter, the Plan Sponsor shall provide written instructions to the Claims Administrator as to whether to pay the claim, and if said claim should be paid, the amount of the payment. The Plan Sponsor retains all final authority and responsibility for the Plan.
11. The Claims Administrator shall maintain current, accurate, and complete records and files of all claim submissions and payments to each participant for a period of at least seven years after the filings of any information relating to such submissions and payments.
12. The Claims Administrator shall provide the Plan Sponsor with any reports agreed to by the parties. These reports include, but are not limited to, the following:
 - (a) The "Check Register" report will be provided to the Plan Sponsor at the Plan Sponsor's requests.
13. To protect Plan Sponsor assets the Claims Administrator is hereby authorized to contract for the services of accountants, attorneys, or other professionals of the Claims Administrator's choosing to provide such services as the Claims Administrator may deem necessary. The Plan will be responsible for any reasonable costs incurred in the retaining of such professional services.

14. The Claims Administrator will, within thirty days written notice from the Plan Sponsor, allow the Plan Sponsor or its authorized agent to inspect or audit all Plan records and files maintained by the Claims Administrator at the offices of Point C during normal business hours. The Plan Sponsor will be responsible for all costs associated with the inspection or audit.

SECTION B: DUTIES & RESPONSIBILITIES OF THE PLAN SPONSOR

1. The Plan Sponsor shall provide the Claims Administrator with the necessary records of the Plan Participants as of the effective date of this agreement. Thereafter, the Plan Sponsor shall provide the Claims Administrator with the necessary records of the Plan Participants eligible to participate in the Plan after the effective date of this agreement. The Plan Sponsor shall further provide the Claims Administrator with records relating to any change that affects any Plan Participant's benefits under the Plan, including, but not limited to changes related to continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), health plan coverage changes, and elections to conform with the Health Insurance Portability and Accountability Act.
2. The Plan Sponsor shall provide the Claims Administrator with true and accurate information including, but not limited to, an accounting of all Plan Participants and changes set forth in Section B1 of this agreement. The Claims Administrator shall not be liable for any loss incurred as a result of any inaccurate information furnished to it by the Plan Sponsor. The Plan Sponsor must report all changes to the Claims Administrator within two weeks of the change. Notice of Plan Participant termination must be given within 30 days of the termination. Credit for premiums, administrative, or vendor fees will not be retroactive beyond two months.
3. The Plan Sponsor shall be solely responsible for funding, collecting, and administering all contributions to the Plan and granting the Claims Administrator drafting authority with respect to such account. The Claims Administrator shall notify the Plan Sponsor of the amount necessary to pay claims adjudicated and the Plan Sponsor shall deposit funds on a regular basis to the claim account and shall fund amounts requested within ten business days of the request to ensure prompt payment of claims as required by the United States Department of Labor or any other regulatory authority. The claim account shall be selected by and set up by the Plan Sponsor who shall execute and deliver to the Claims Administrator all documents necessary to empower the Claims Administrator or its vendor to act as signatory on such account or provide the Claims Administrator with the authorized electronic signatures to populate on the checks.
4. The Plan Sponsor shall be solely responsible for communicating to, and distributing to, Plan Participants any and all information regarding the Plan, including the summary plan description for the Plan.
5. The Plan Sponsor shall be responsible for complying with all legal requirements applicable to the Plan and shall be solely responsible for satisfying any and all reporting, notice, disclosure, and filing requirements imposed under applicable federal or state law, and all withholding, deposit and reporting requirements of federal, state and local tax laws applicable to the payment of Plan benefits.
6. The Plan Sponsor shall be responsible for any delay in the performance of the administrative and claims service caused by the failure of the Plan Sponsor to furnish any required information or funds for the payment of Plan benefits.
7. The Plan Sponsor shall be solely responsible for complying with and remitting amounts due under applicable escheat laws of any jurisdiction as such laws may be applied with respect to benefit payments under the Plan.

8. Except as provided in Section B, #9, of this agreement or as otherwise agreed to by the Plan Sponsor and Claims Administrator pursuant to a separate agreement, the Plan Sponsor will be solely responsible for complying with the requirements of COBRA and the Health Insurance Portability and Accountability Act ("HIPAA") which may apply to the Plan. The Plan Sponsor will be liable for any and all claims resulting from the failure of the Plan Sponsor to administer COBRA and/or HIPAA in accordance with this agreement and applicable laws and regulations.
9. The Plan Sponsor may elect to have the Claims Administrator provide the following COBRA nondiscretionary, ministerial recordkeeping and notification services on behalf of the Plan Sponsor. Fees for this service will be shown on Exhibit A. If no fees are indicated, the Plan Sponsor will remain solely responsible for complying with the requirements of COBRA unless otherwise agreed to by the Plan Sponsor and Claims Administrator pursuant to a separate agreement.
 - (a) Generate and send initial COBRA notification to newly enrolled employees, spouses, and dependents upon notification by employer when they first become eligible for the plan(s).
 - (b) Generate and send COBRA notice and election form to Qualified Beneficiaries (QB's) upon notification by the employer following a COBRA Qualifying Event.
 - (c) Communicate COBRA elections made by QB's to the employer.
 - (d) Collect QB COBRA premiums and remit appropriate balance to employer.
 - (e) Generate and send employer a monthly bill for COBRA services.

SECTION C: FEES

1. In consideration of the services to be provided pursuant to this agreement, the Plan Sponsor shall pay to the Claims Administrator the fees set forth in the fee schedule attached hereto as Exhibit "A", which shall not be subject to change during the first twelve months that this agreement is in effect. The Claims Administrator guarantees to pay all applicable fees received by the Claims Administrator from the Plan Sponsor to appropriate vendors.
2. The Plan Sponsor may elect to have the Claims Administrator assume responsibility for administering claims applicable to the period prior to the effective date of this agreement. If elected, there will be an additional fee for this service, and all terms of this agreement will apply to such claims.
3. The Claims Administrator may adjust its monthly and annual fees upon each anniversary date of this agreement with delivery of such adjustment to the Plan Sponsor at the renewal presentation for the coming contract year.
4. The Claims Administrator may charge the Plan Sponsor reasonable fees for the reproduction or return of Plan records requested by the Plan Sponsor or government agencies. The Plan Sponsor shall reimburse the Claims Administrator reasonable fees charged by medical providers and others for information reasonably required by the Claims Administrator to perform its duties under this agreement.
5. If, during the term of this agreement, any tax other than taxes based solely on the income of the Claims Administrator or other similar income or franchise taxes that are assessed with respect to the earnings or revenue of the Claims Administrator, or any other assessment, shall be imposed against the Claims Administrator as a result of the Claims Administrator performing its duties under this agreement, the Claims Administrator will report the payment of such tax or assessment to the Plan Sponsor and the Plan Sponsor will reimburse the Claims Administrator for the same. The Claims Administrator will be solely responsible for all withholding, deposit and reporting requirements of federal, state, and local authorities applicable to payments of benefit payments under the Plan.

6. Nothing in Section C will prohibit the Claims Administrator from performing any service not set forth in this agreement for a reasonable fee provided, however, any such service may be provided, and any such corresponding fee may be paid, only if agreed to by the parties in advance of performing such service.
7. The Claims Administrator will bill the Plan Sponsor on the first day of each month (the “Billing Date”) for the current month the (“Monthly Fee”) as set forth in Exhibit “A” and any other fees agreed to by the parties, regardless of the actual vendor charge, based on the number of employees enrolled in the Plan as of the billing date. The Monthly Fee, if not paid by the 15th day following the billing date, shall be subject to interest on the amount of all past due fees at a rate of ten percent per annum, or if lower, the maximum allowable rate under Nebraska state law.
8. If the Plan Sponsor, for any reason whatsoever, fails to make a required payment on a timely basis, the Claims Administrator will provide the Plan Sponsor with timely written notice of its intent to suspend the performance of services.
9. The Claims Administrator may also receive compensation from insurance carriers and vendor partners in the form of trips or other cash awards based on production, profitability, or other criteria considering all groups collectively utilizing those insurance carrier and vendor partner services and administered by the Claims Administrator. This compensation is not directly attributable as a fee or expense to the Plan and is estimated to average less than one half percent of the total Plan costs on an annual basis.
10. Some of the contracts the Claims Administrator holds with prescription benefit management companies (PBMs) may include contract incentives such as, but not limited to, discounts, allowances, incentives, rebates, adjustments, and settlements. Any contract incentives, if available, will be retained by the Claims Administrator. Any prescription claims submitted to the Plan may be processed without regard to any potential contract incentives provided to the Claims Administrator. These contract incentives are estimated to average less than one and one half percent of the total health plan costs on an annual basis. Certain PBMs may also offer the Claims Administrator member participation in their company, which may provide the Claims Administrator educational advantages and industry insights that might prove beneficial to the overall direction of the Health Plan.

SECTION D: DURATION OF AGREEMENT

1. The agreement will have an initial term of one year and will automatically be renewed for subsequent one-year terms unless terminated pursuant to Section E of this agreement. If the parties cannot agree as to the fee structure for such subsequent term, this agreement will terminate as of its anniversary date unless the parties agree otherwise.

SECTION E: TERMINATION OF THIS AGREEMENT

1. This agreement may be terminated by either party by written notice to the other party, to be effective as of the date set forth in said notice; provided, however, such notice must be provided no less than sixty days prior to the end of the initial term of this agreement, or any extension thereof.
2. This agreement shall, at the option of the Claims Administrator, terminate or otherwise be suspended, effective five days after providing written notice to the Plan Sponsor, if:
 - (a) The Plan Sponsor fails to pay the fees provided in Section C within thirty days of their due date;
 - (b) The Plan Sponsor becomes insolvent or files for bankruptcy protection;

- (c) There is a merger, sale or consolidation of the Plan Sponsor, unless the Claims Administrator consents in writing to continue services under this agreement with successor Plan Sponsor in advance of such event;
 - (d) Any law or regulation is enacted that makes this agreement illegal or impossible to perform.
3. This agreement will, at the option of the Plan Sponsor, terminate, or otherwise be suspended, effective five days after the Plan Sponsor provides written notice to the Claims Administrator if the Claims Administrator fails to comply with the terms of this agreement. If the Plan Sponsor terminates this agreement at any time other than the anniversary date of this agreement for any reason other than the Claims Administrator failing to comply with the terms of this agreement, the Plan Sponsor will pay to the Claims Administrator the Monthly Fee as of the billing date immediately preceding the date of termination for the remaining months left in the one-year term. Within ten days of the date of termination, the Plan Sponsor will pay to the Claims Administrator all amounts owed plus any interest charges calculated.
 4. Upon termination of this agreement, the Claims Administrator will process all requests for claim payments under the Plan which were received by it and which become due and payable pursuant to the terms of the Plan prior to terminating this agreement; provided, however, the Claims Administrator will have no obligation:
 - (a) To process any such claim if the Plan Sponsor has failed to provide funds for payment; or
 - (b) To process requests for claim payments presented after the termination date unless the parties agree otherwise.
 5. Upon termination of this agreement, the Plan Sponsor will remain responsible for payment of all other claims under the Plan.
 6. Upon termination of this agreement or any applicable vendor agreements, the Plan Sponsor will immediately forfeit all outstanding program incentives. These may include, but are not limited to, Administrative Performance Arrangements, Prescription Drug Rebates, Captive Distributions, and vendor partner incentives.
 7. The Claims Administrator will, within sixty days of the last transaction required under this Section, deliver to the Plan Sponsor a complete and final accounting and report of the financial status of the Plan, together with all books and records in its possession with respect to the Plan, all claims files, and all reports and other papers pertaining to the Plan. The Plan Sponsor will reimburse the Claims Administrator for reasonable expenses associated with complying with this Section.
 8. Upon termination of this agreement, the Claims Administrator will provide reasonable assistance in transferring Plan records and related information to any successor designated by the Plan Sponsor. The Plan Sponsor will be responsible for all costs associated with such transfer including, but not limited to, non-standard reporting, ad-hoc reporting, accumulation and delivery services.
 9. Upon termination of this agreement, the Plan Sponsor may agree that the Claims Administrator will retain Plan records and process claims for benefits incurred, but not processed, before the date of such termination. The fees for such run-out claims service will be as follows:
 - (a) For the first month after termination, such fee will not be greater than the Monthly Fee as set forth in Exhibit "A".
 - (b) For the second month after termination, such fee will not be greater than seventy-five percent of the Monthly Fee as set for in Exhibit "A".

- (c) For the third month after termination, such fee will not be greater than fifty percent of the Monthly Fee as set forth in Exhibit "A".
- (d) Any claims processed more than ninety days after the date of termination will be handled on a per claim basis at \$25.00 per claim.

10. Any vendor fees for run-out processing will be passed through to the Plan Sponsor based on applicable vendor terms and conditions.

SECTION F: INDEMNIFICATION AND LIABILITY LIMITATIONS

- 1. The Claims Administrator will not be liable to the Plan Sponsor, its agents, Plan Participants, or any other person whatsoever for any acts or omissions, with the exception of gross negligence, breach of contract or willful or illegal misconduct on the part of the Claims Administrator relating to services provided pursuant to this agreement.
- 2. The Plan Sponsor agrees to indemnify and hold harmless the Claims Administrator, its agents, and employees, from and against any and all claims, damages, losses, liabilities, penalties, fines and expenses, including court costs and reasonable attorneys' fees, arising out of or in any way connected with the performance by the Claims Administrator relating to services provided pursuant to this agreement. Such indemnification by the Plan Sponsor will include, but will not be limited to, any and all actual or threatened claims, suits, proceedings, or causes of action against the Claims Administrator by any Plan Participant or beneficiary, or any other person.

SECTION G: AMENDMENTS

- 1. This agreement may be amended by the Plan Sponsor and the Claims Administrator at any time by written agreement by both parties.

SECTION H: DISPUTE RESOLUTION

- 1. It is expected that any disputes or differences that may arise under this agreement will be resolved by the parties in the usual course of business. If, however, any dispute that does arise between the Claims Administrator and the Plan Sponsor which relates to or arises from this agreement, whatever its nature, the parties agree to forego litigation and proceed as follows: Either party may notify the other regarding the matter in dispute and that it wishes to begin the dispute resolution procedure. Within thirty days after such notification, a designated executive of the Claims Administrator and a designated executive of the Plan Sponsor will meet and confer in an effort to resolve the problem. The parties may agree to mediation or other voluntary form of dispute resolution. If the matter is not resolved within thirty days thereafter (or such further time as the parties may agree) either party may elect to have the dispute arbitrated in the manner provided in Section H2.
- 2. Any dispute or claim relating to this agreement not resolved in the manner provided under Section H1 will be resolved by final and binding arbitration before the American Arbitration Association using an independent panel of three arbitrators provided that the arbitrators selected have at least five years' experience in the health care industry. In no event may the arbitration be initiated more than one year after the date one party first gave written notice of the dispute to the other party. The arbitration will be held in Omaha, Nebraska. The arbitrators will have no power to ignore or vary the terms of this agreement and will be governed by the United States Arbitration Act. Results of the arbitration are binding and final on both parties.

SECTION I: MISCELLANEOUS

1. Any funds deposited in the claim account received by the Claims Administrator from the Plan Sponsor will be held on the Plan Sponsor's behalf in a fiduciary capacity. The Plan Sponsor will have the final responsibility and liability for payment of claims under the Plan.
2. This agreement will be construed and enforced according to the laws of the State of Nebraska except to the extent that the agreement may be preempted by ERISA.
3. The Claims Administrator will assist the Plan Sponsor to ensure compliance with all applicable laws and regulations.
4. Failure by either party at any time to enforce or require the strict performance of any of the terms or conditions of this agreement will not constitute a waiver of such terms or conditions, modify such provisions, or in any manner a waiver of such terms or conditions or in any manner render it unenforceable as to any other time or as to any other occurrence.

Any specific waiver by either party of any of the terms and conditions of this agreement will be considered as a one-time event and will not constitute a continuing waiver. Neither a waiver nor any failure to enforce shall in any way affect or impair the terms or conditions of the agreement or the right of either party to avail itself of its remedies.

5. If any of this agreement is deemed to be, or shall in fact be illegal, inoperative, or unenforceable, the same will not affect any other provision or provision herein to any extent whatsoever.
6. Except as provided in Section E, this agreement will be binding upon all the parties hereto, their heirs, successors, assigns, and legal representatives forever.
7. This agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. All counterparts will be construed together and will constitute one agreement.
8. This agreement is the entire agreement of the parties and supersedes all prior contracts, proposals, responsibilities, and other communications between the parties.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the Plan Sponsor and the Claims Administrator have caused this agreement to be effective July 1, 2025.

City of Crete


Signature

Printed Name

Title

Date

Point C



Signature

Matt Wullenwaber

Printed Name

President

Title

June 4, 2025

Date

ADMINISTRATIVE SERVICES AGREEMENT FEE SCHEDULE

EFFECTIVE: July 1, 2025

EXHIBIT A

The administrative services agreement entered into by **City of Crete** and **Point C** lists below the fees as required by The Employee Retirement Income Security Act of 1974 (ERISA). The Claims Administrator will receive and pay, in accordance with the following schedule, fees, and commissions as reasonable compensation for services conducted in the ordinary course of business.

For:	<u>Claims Administration</u>	<u>Rates</u>	<u>Paid To:</u>
	HRA Administration	Greater of the following: \$8.50/EE/MO or \$75.00 per month	Claims Administrator
	Annual Renewal Fee	\$250.00	Claims Administrator
	High Dollar Rx Validation Program	10% of Audited Claim Savings	Claims Administrator
	Subrogation Recovery Fee	30% of Recovery	Subrogation Vendor
	Over Payment Recovery Fee	30% of Recovery	Claims Administrator

I certify that the above represents a true and accurate disclosure of the distribution of fees for the Plan Year beginning July 1, 2025.

City of Crete


Signature

Printed Name

Title

Date

Point C



Signature

Matt Wullenwaber

Printed Name

President

Title

June 4, 2025

Date