

### **NOTICE OF SPECIAL MEETING**

In accordance with §38-431.02 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Employee Benefit Trust Board and to the general public that the Mayor and Trustees of the Employee Benefit Trust Board will hold an Employee Benefits Trust Board Meeting at 11:30AM., on Tuesday, June 24, 2025. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 East Union Street, San Luis, Arizona 85349; (928) 341-8579.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 been waived.

THIS NOTICE IS APPROVED BY:

/s/ Maria Barajas, Human Resources Generalist

### **AVISO DE JUNTA ESPECIAL**

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.02, se le informa a los miembros de la Junta Fiduciaria de Beneficios para Empleados y al público en general que el Presidente y la Mesa Directiva de Fondo de Beneficios Medicos de San Luis, Arizona, tendrán una Junta Especial a las 11:30am, el día Martes, 24 de Junio, 2025. La junta se llevará a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349.

De acuerdo con el Acta de Americanos con discapacidades y la Sección 504 del Acta de Rehabilitación del 1973, la Ciudad de San Luis no discrimina por causa de discapacidad la admisión y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para mas información referente a derechos y provisiones del Acta de Americanos con discapacidades o Sección 504, o para solicitar adaptaciones que sean razonables para la participación en programas, actividades o servicios de la ciudad, contactar al: Coordinador del Acta de Americanos con discapacidades/Sección 504, Departamento de Recursos Humanos de la Ciudad de San Luis, 1090 Este Calle Unión, San Luis, Arizona, 85349; (928) 341-8579.

Por medio de este aviso y de acuerdo con los Estatutos Revisados del Estado de Arizona, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar o no dar el consentimiento antes que el Estado o alguna subdivision política grabe a un menor de edad, ya sea en audio o video. Las juntas del Concilio se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden solicitar por escrito con la Secretaria de la Ciudad a tal grabación, o tomar acción personal para asegurarse que su hijo/hija menor no esté presente cuando la grabación se lleve a cabo. Si un menor de edad esta presente en el momento de la grabación, la Ciudad asumirá que los padres de familia están cediendo los derechos sobre una posible grabación de acuerdo con el Estatuto Revisado del Estado de Arizona §1-602.A.9.

ESTE AVISO ES APROBADO POR:

/f/ Maria Barajas, Generalista de Recursos Humanos

**AGENDA**  
**Special Meeting**  
**City of San Luis Employee Benefit Trust**  
**Council Chambers – City Hall**  
**1090 E Union Street**  
**San Luis, AZ 85349**  
**June 24, 2025**  
**11:30am**

**NOTE:** Some members of the Board of Trustees of the City of San Luis Employee Benefit Trust may attend the meeting telephonically. If authorized by majority vote of the Board of Trustees, an executive session will be held immediately following the vote in accordance with A.R.S. §38-431.03(A) and the meeting will be temporarily recessed while the Board retires to executive session which will not be open to the public.

**AVISO:** Algunos miembros de la Junta de Fiduciaria de Beneficios para Empleados de la Ciudad de San Luis pueden asistir a la reunión por teléfono. Si se autoriza por mayoría de votos de la Junta de Síndicos, se llevará a cabo una sesión ejecutiva inmediatamente después de la votación de acuerdo con A.R.S. §38-431.03(A) y la reunión tendrá un receso temporal mientras la Junta se retira a la sesión ejecutiva que no estará abierta al público.

**1. CALL TO ORDER/ROLL CALL**

**2. CONSENT AGENDA**

**2. A. MINUTES OF:**  
-Special meeting held on April 23, 2025

**3. DISCUSSION AND POSSIBLE ACTION ITEMS:**

**3. A.** Discussion and action on any and all matters regarding a Request for Proposals for a Third-Party Administrator and Medical Provider Administrator for the Mexico Network. **(Adela Cortez, Director of Human Resources).**

**3. B.** Discussion and possible action on any and all matters regarding the Employee Benefits Contract Renewals effective July 1, 2025. **(Maria Barajas, Acting HR Manager).**

**4. EXECUTIVE SESSION**  
Vote to hold an Executive Session pursuant to ARS § 38-431.03(A)(3) and (4).

**4. A.** Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A)(2), (3), and (4) on any and all matters regarding certain claims under the Employee Benefits Plans and discussion or consultation for legal advice with the City Attorney. **(Kay Marion Macuil, City Attorney)**

**5. MOTION TO GO BACK INTO SPECIAL SESSION**

**6. ADJOURNMENT**

**Special Employee Benefit Trust Board Meeting**

**2. A.**

Meeting Date: 06/24/2025

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Summary

**MINUTES OF:**

-Special meeting held on April 23, 2025

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Attachments

EBT Minutes 04.23.2025

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**MINUTES**  
**Special Meeting**  
**Employee Benefit Trust**  
**Council Chambers**  
**1090 E. Union Street**  
**San Luis, AZ 85349**  
**April 23, 2025**  
**4:30 p.m.**

**1. CALL TO ORDER/ROLL CALL**

Chairman Javier Vargas called the meeting to order at approximately 5:00 p.m.

**PRESENT:** Javier Vargas, Chairman  
Emma Torres, Vice Chairwoman - via Zoom @ 5:02 p.m.  
Gustavo McGrew, Board Member  
Maria Gonzalez, Board Member

**ABSENT:** Maria Sabori, Secretary

**OTHERS PRESENT:** Adela Cortez, Director of Human Resources  
Kay Marion Macuil, City Attorney  
Melissa Lopez, Deputy City Clerk  
Jenny Torres, Acting City Manager  
Olivia Jenkins, Administrative Services Manager  
Roula Encinas, Director of Finance  
Mario Rodriguez, Finance Operations Manager  
Mary Barajas, Human Resources Generalist  
Jose Antonio Maldonado, Multi-Media Production & Operations Specialist  
Israel Lara, IT Technician

**2. CONSENT AGENDA**

**2. A. MINUTES OF**

**-Special meeting held on January 15, 2025**

**MOTION:** Board Member Maria Gonzalez/Board Member Gustavo McGrew to approve the Consent Agenda. The motion passed unanimously.

The vote was as follows:

Javier Vargas, Chairman	Aye
Emma Torres, Vice Chairwoman	Aye
Maria Gonzalez, Board Member	Aye
Gustavo McGrew, Board Member	Aye

### **3. DISCUSSION ONLY:**

#### **3. A. Discussion and review on any and all matters regarding the Employees' Health Benefits Plan. (Jennifer Aragon, CBIZ Account Executive)**

Ms. Jennifer Aragon, CBIZ Account Executive, made a PowerPoint presentation that is included with the complete agenda packet in file with the City Clerk's Office. The presentation consists of the following slides: Renewal Positions: Administrative Fees 25-26), Medical, RX and Stop Loss Projection (25-26), Funding Projection and Rates (25/26), Dental Funding Projections (25/26), and Dental Implant Coverage (Proposed). Ms. Aragon explained that in fiscal year 2025-2026, the projection is that the insurance will increase by 31%.

Vice Chairwoman Emma Torres asked if staff would propose sharing the cost between the city and employees.

Ms. Adela Cortez, Director of Human Resources, replied that that will be discussed in the next agenda item.

Chairman Javier Vargas asked what percentage of the 31% will be split between the employees and the city.

Ms. Cortez replied that staff is proposing 85% of the total premium be paid by the city and 15% to be covered by the employee.

Chairman Javier Vargas asked when was the last time that the fee was revised.

Ms. Cortez replied that it has been approximately eight (8) years since there has been no premium increase in the employees' premiums. She informed that currently, the employee's contribution is \$348,677; with the increase, the contribution will increase by \$452,000 for a total of \$677,000. The city's contribution will increase by over \$700,000. The total premium cost will be \$4.3 million to cover the next fiscal year's projected claims. Furthermore, she informed that staff is recommending expanding the dental coverage as presented by CBIZ; this will include dental implants, which will be classified as major services under the plan; the coverage will have a 50% for all services after the deductible is met which will be \$25 per individual; the total maximum benefit per person \$2,250.

### **4. DISCUSSION AND POSSIBLE ACTION ITEMS:**

#### **4. A. Discussion and possible action on any and all matters regarding the Employees' Health Benefits Plan Renewal and Premium Increase. (Executive Advisors)**

Ms. Adela Cortez, Director of Human Resources, stated that, as presented by CBIZ, the total premium is projected to increase by 31.96, which will be rounded to 32% to cover the \$4.2 million. She mentioned that the staff is recommending that the Board of Trustees partially pass on some of the increased costs to the employees.

Ms. Roula Encinas, Director of Finance, explained that with the premium increases, the city's annual cost would be \$3,654,382, and the employee portion would increase to \$669,694, for a total combined cost of \$4,323,077. She informed that this is the total cost of the current positions and does not include new positions; staff will come back to the city council once the budget is adopted.

Chairman Javier Vargas asked how much an employee would contribute to their premium.

Ms. Encinas replied that the employee contribution for a single premium for the US and Mexico will be \$79.84 a month, which is \$39.92 biweekly. Currently, single employees are not paying their premiums.

Ms. Jenny Torres, Acting City Manager, explained that during some meetings with the employees, they were notified that the Trust covers 20%, but more likely, the following year, they will have to contribute to their premiums. She mentioned that the contract for the third-party administrator and the Mexico service provider will expire next year. Furthermore, she informed me that the Trust maintains healthy reserves, and for this reason, staff might come back in the future; once the vacancies and open positions are filled, they will ask for the Trust contribution to cover for those employees.

Vice Chairwoman Emma Torres asked if those positions were filled and what the cost to the Trust would be. She mentioned that, at this point, it is hard to make a commitment. She stated that city employees are very fortunate to have health insurance plans, as there are other municipalities where employees' contributions are between \$200 and \$400.

Ms. Kay Marion Macuil, City Attorney, explained that staff are not currently asking for a contribution for the new employee; that will be presented later.

Ms. Encinas provided the breakdown of the new premiums for single, employee + spouse, employee + children, and family coverage. A copy of the spreadsheet containing the premiums is included in the complete agenda packet in file with the City Clerk's Office.

**MOTION:** Board Member Maria Gonzalez/Chairman Javier Vargas to approve a 31.96% increase to premiums and recommend the city council to allocate \$3.7 million to the Trust for FY 25-26. Motion passed unanimously.

The vote was as follows:

Javier Vargas, Chairman	Aye
Emma Torres, Vice Chairwoman	Aye
Maria Gonzalez, Board Member	Aye
Gustavo McGrew, Board Member	Aye

**MOTION:** Board Member Gustavo McGrew/Board Member Maria Gonzalez to expand dental coverage to include dental implants as a major dental service. Motion passed unanimously.

The vote was as follows:

Javier Vargas, Chairman	Aye
Emma Torres, Vice Chairwoman	Aye
Maria Gonzalez, Board Member	Aye
Gustavo McGrew, Board Member	Aye

## 5. ADJOURNMENT

**MOTION:** Chairman Javier Vargas/Vice Chairwoman Emma Torres to adjourn the meeting at approximately 5:29 p.m. The motion passed unanimously.

The vote was as follows:

Javier Vargas, Chairman	Aye
Emma Torres, Vice Chairwoman	Aye
Gustavo McGrew, Board Member	Aye
Maria Gonzalez, Board Member	Aye

**APPROVED:**

\_\_\_\_\_  
Javier Vargas, Chairman

**ATTEST:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

**Certification**

I hereby certify that the foregoing minutes are a true and correct copy of the Special meeting for the Employee Benefit Trust Board of the City of San Luis, Arizona, held on April 23, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

\_\_\_\_\_  
Sonia Cornelio, City Clerk



## AGENDA ITEM REVIEW FORM

### Special Employee Benefit Trust Board Meeting

3. A.

**Meeting Date:** 06/24/2025

**Department Head:** Adela Cortez, Director Human Resources, Human Resources Department

**Submitted By:** Maria Barajas Gutierrez, Human Resources Coordinator, Human Resources Department

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#### ITEM:

Discussion and action on any and all matters regarding a Request for Proposals for a Third-Party Administrator and Medical Provider Administrator for the Mexico Network. **(Adela Cortez, Director of Human Resources).**

#### SUMMARY:

A Third-Party Administrator (*TPA*) and a Medical Provider Administrator (*MPA*), are entities that perform key administrative functions for a health plan, including billing, claims processing, recordkeeping, and ensuring regulatory compliance. The City of San Luis currently contracts with Personify and SIARMED to provide administrative services for our health plan. Our current contracts expire on June 30, 2026.

To promote transparency, foster competition and secure the most effective solutions, the City of San Luis recommends issuing a Request for Proposals (RFP). RFPs serve as strategic tools to evaluate value, pricing structures and service capabilities across potential vendors.

Key benefits of issuing an RFP include:

- Ensuring competitive pricing
- Facilitating a transparent selection process
- Encouraging vendor accountability
- Promoting detailed documentation
- Identifying specialized expertise
- Supporting informed decision-making
- Enhancing service outcomes
- Fostering innovation

If approved by the Board of Trustees, the RFP will be announced on January 5, 2026.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO APPROVE THE STAFF'S RECOMMENDATION AND INITIATE THE DEVELOPMENT OF THE REQUEST FOR PROPOSALS FOR A THIRD-PARTY ADMINISTRATOR AND MEDICAL PROVIDER ADMINISTRATOR AS PRESENTED.**

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#### Fiscal Impact

**Fiscal Impact:**

N/A

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## AGENDA ITEM REVIEW FORM

### Special Employee Benefit Trust Board Meeting

3. B.

**Meeting Date:** 06/24/2025

**Department Head:** Adela Cortez, Director Human Resources, Human Resources Department

**Submitted By:** Maria Barajas Gutierrez, Human Resources Coordinator, Human Resources Department

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#### ITEM:

Discussion and possible action on any and all matters regarding the Employee Benefits Contract Renewals effective July 1, 2025. **(Maria Barajas, Acting HR Manager).**

#### SUMMARY:

A contract renewal strategy is essential for maximizing value, reducing risk, and reinforcing vendor relationships. Through this review process, it was determined that the following benefit contracts are due for renewal.

- **Network**

- **Option #1**

- Blue Cross Blue Shield 1-year contract.
- Medical access fee of \$22.50 per employee per month (PEPM) for a 12-month contract. For new bids, the group rate starts at \$24.00.

- **Option #2**

- Blue Cross Blue Shield 2-year contract.
- Medical access fee of \$22.50 per employee per month (PEPM) for the 1st year, increasing to \$23.00 (PEPM) the second year.

- **Option #3**

- Blue Cross Blue Shield 2-year contract.
- Medical access fee of \$22.75 per employee per month (PEPM) for the 2 years.

- **Employee Assistance Program (EAP)**

- Uprise Health 3-year contract.
- Administrative Services Fees of \$1.91 per employee per month (PEPM).

- **Stop Loss Carrier**

- Ryan Specialty Benefits (*Previously known as Matrix*) – 1-year contract.
- 16% increase to the Individual Stop Loss premium.
- Potential laser of \$200,000.

The following motions are presented for consideration. Trustees may approve, deny or modify these recommendations in accordance with their fiduciary responsibilities.

**RECOMMENDATION / SUGGESTED MOTION:**

**I MOVE TO APPROVE THE NEW CONTRACT WITH BLUE CROSS BLUE SHIELD OF ARIZONA AND SELECT OPTION NUMBER \_\_\_\_\_ AS PRESENTED.**

**AND,**

**I MOVE TO APPROVE THE NEW CONTRACT WITH UPRISE HEALTH AS PRESENTED.**

**AND,**

**I MOVE TO APPROVE THE NEW CONTRACT WITH RYAN SPECIALTY BENEFITS, AS OUR STOP LOSS INSURANCE CARRIER AS PRESENTED.**

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**Fiscal Impact**

**Fiscal Impact:**

- **Network**

Blue Cross Blue Shield Network medical access fee of \$22.50 PEPM for one year.

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**Attachments**

BCBS Renewal  
Uprise Health Agreement  
Stop Loss Renewal

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February 28, 2025

Jennifer Aragon  
Debbie Jamison  
CBIZ  
1765 E Skyline Drive  
Tucson, AZ 85718

**RE: SAN001 City of San Luis Employee Benefit Trust 2025 PPO Network Renewal Proposal**

Dear Susan,

We have completed our evaluation of the City of San Luis Employee Benefit Trust PPO Network access fee renewal, effective July 1, 2025.

- The new PPO Network access fee will be \$22.50 per employee per month (PEPM) for medical enrollees, this is a 12-month contract.

It is important to note that if City of San Luis Employee Benefit Trust was to request a new bid from BCBSAZ the CHS new group rate is starting at \$24.00 PEPM.

To assist you with your renewal discussions, attached are the following supporting documents specific to City of San Luis:

- In-network Claims Pricing for 2/1/2024 – 1/31/2025 time period
- Rate Acceptance form with underwriting caveats (**Group Signature Required**)
  - 12-month contract

We have included two additional options for your review:

- 24-month contract
  - Year One - \$22.50 PEPM 2025-2026
  - Year Two - \$23.00 PEPM 2026-2027
- 24-month contract
  - Year One - \$22.75 PEPM 2025-2026
  - Year Two - \$22.75 PEPM 2026-2027

**Network Claims Savings**

We recognize that a network access fee increase is financially challenging. As such, it is important that BCBSAZ continues to offer strong value with regards to our provider discounts. As you can see on the attached claims savings report for the recent 12 months demonstrates:



- The overall discount for the City of San Luis is 63.7%. For comparison, the in-network average discount for our blue group book of business is 45.0% for Yuma County.
- Due to the 63.7% discount realized, it resulted in savings of over \$3,785,630 when comparing billed vs. allowed charges.

### New Specialty Products

This year, we've a wide portfolio of **specialty products** designed to give City of San Luis Employee Benefit Trust a single, trusted brand for all their insurance needs. Now you can offer the City of San Luis Employee Benefit Trust:

- Dental
- Life
- Disability
- Accident
- Critical Care

*Please let me know if you are interested in having us quote on any of these new products.*

### Summary

BCBSAZ appreciates the partnership with the City of San Luis Employee Benefit Trust. We are very committed to providing their participating employees and families with a best-in-class network solution and are looking forward to continuing our relationship for many years to come.

I look forward to discussing the renewal and answering any questions you may have.

Sincerely,

*Christy Hall*

Strategic Relationship Executive  
Middle Market  
BlueCross and BlueShield of Arizona

Cc: Karla Wilson, BCBSAZ  
Cristy Penniman, BCBSAZ

Attachments: 2025 Renewal Exhibits



# CHS Renewal Rate Acceptance\* (Network Access Only)

Exhibit A

An Independent Licensee of the  
Blue Cross Blue Shield Association

\* must be signed by a designated authorized representative  
prior to renewal effective date

Name of Trust: City of San Luis Employee Benefit Trust

BCBSAZ Group Number: SAN001

Effective Date: 7/1/2025 to 6/30/2026

Number of In-State Employees: 455 (Out-of-state not eligible)

Renewal Notice Days: 120

**I. Network Requested:** Medical PPO Network

**II. Access Fees**

Medical Access Fee <sup>a)</sup>: **\$22.50 PEPM** (per employee per month)

**III. Commission:** Rates are net of commission

**IV. Caveats**

- a) The Trust must be headquartered in Arizona.
- b) For an employee to access the BCBSAZ network, the employee must work in Arizona, not in another state.
- c) BCBSAZ will not act as a Stop Loss carrier under this agreement.
- d) BCBSAZ will be the sole leased medical network provider in Arizona.
- e) Under this network leasing arrangement, BCBSAZ contracts only with the Trust. Under no circumstance will this agreement be between BCBSAZ and any Third-Party Administrator (TPA) or any other referring entity.
- f) The Trust is responsible for the TPA's performance as claims administrator. BCBSAZ reserves the right to decline the Trust's choice of TPA if the proposed TPA is not a TPA that currently administers claims for other BCBSAZ Employers.
- g) The Trust shall be liable for and shall either pay or cause its contracted TPA to pay BCBSAZ contracted provider medical claims no less frequently than weekly.
- h) The coinsurance benefit differential between the Trust's Medical PPO in-network and out-of-network must be 10% or greater.
- i) The stated access fees do not include any Affordable Care Act ("ACA") fees. Payment of any applicable ACA fees is the responsibility of the Employer.

**BlueCross BlueShield of Arizona, Inc.,  
an Arizona Non-Profit Corporation**

**Employer Trust  
City of San Luis Employee Benefit Trust**

By: \_\_\_\_\_  
(signature)

**Michael Groeger**  
\_\_\_\_\_  
(printed)

Title: **Vice President**  
\_\_\_\_\_  
**Group Commercial & Specialty Sales**  
\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed)

Title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_



**CHS Renewal Rate Acceptance\***  
**(Network Access Only)**

Exhibit A

An Independent Licensee of the  
Blue Cross Blue Shield Association

\* must be signed by a designated authorized representative  
prior to renewal effective date

Name of Trust: City of San Luis Employee Benefit Trust  
 BCBSAZ Group Number: SAN001  
 Policy Period: 7/1/2025 to 6/30/2027  
**Current Policy Period: 7/1/2025 to 6/30/2026 (Year 1)**  
 Number of In-State Employees: 455 (Out-of-state not eligible)  
 Renewal Notice Days: 120

**I. Network Requested: Medical PPO Network**

**II. Medical Access Fee Per Employee Per Month (PEPM)**

<u>7/1/2025 - 6/30/2026</u>	<u>\$22.50</u>	PEPM
<u>7/1/2026 - 6/30/2027</u>	<u>\$23.00</u>	PEPM

**III. Commission:** Rates are net of commission

**IV. Caveats**

- a) The Trust must be headquartered in Arizona.
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- c) BCBSAZ will not act as a Stop Loss carrier under this agreement.
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- g) The Trust shall be liable for and shall either pay or cause its contracted TPA to pay BCBSAZ contracted provider medical claims no less frequently than weekly.
- h) The coinsurance benefit differential between the Trust's Medical PPO in-network and out-of-network must be 10% or greater.
- i) The stated access fees do not include any Affordable Care Act ("ACA") fees. Payment of any applicable ACA fees is the responsibility of the Employer.

<b>BlueCross BlueShield of Arizona, Inc., an Arizona Non-Profit Corporation</b>
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<b>Employer Trust City of San Luis Employee Benefit Trust</b>
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By: \_\_\_\_\_  
(signature)

**Michael Groeger**  
(printed)

Title: **Vice President**  
**Group Commercial & Specialty Sales**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

(printed)

Title: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_



**CHS Renewal Rate Acceptance\***  
**(Network Access Only)**

Exhibit A

An Independent Licensee of the  
Blue Cross Blue Shield Association

\* must be signed by a designated authorized representative  
prior to renewal effective date

Name of Trust: City of San Luis Employee Benefit Trust  
 BCBSAZ Group Number: SAN001  
 Policy Period: 7/1/2025 to 6/30/2027  
 Number of In-State Employees: 455 (Out-of-state not eligible)  
 Renewal Notice Days: 120

**I. Network Requested: Medical PPO Network**

**II. Medical Access Fee Per Employee Per Month (PEPM)**

7/1/2025 - 6/30/2027      \$22.75 PEPM

**III. Commission:** Rates are net of commission

**IV. Caveats**

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- c) BCBSAZ will not act as a Stop Loss carrier under this agreement.
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- h) The coinsurance benefit differential between the Trust's Medical PPO in-network and out-of-network must be 10% or greater.
- i) The stated access fees do not include any Affordable Care Act ("ACA") fees. Payment of any applicable ACA fees is the responsibility of the Employer.

<b>BlueCross BlueShield of Arizona, Inc., an Arizona Non-Profit Corporation</b>
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<b>Employer Trust City of San Luis Employee Benefit Trust</b>
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By: \_\_\_\_\_  
(signature)

**Michael Groeger**  
\_\_\_\_\_  
(printed)

Title: **Vice President**  
\_\_\_\_\_  
**Group Commercial & Specialty Sales**  
\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed)

Title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**ADMINISTRATION AGREEMENT  
FOR EMPLOYEE ASSISTANCE AND  
WORKLIFE SERVICES**

This Agreement (“**Agreement**”) is effective 7/1/2025 (“**Effective Date**”), by and between City of San Luis Employee Benefit Trust, 1090 E Union St P.O BOX 1170, San Luis, Arizona 85349 United States (“**Employer**”) and Integrated Behavioral Health, Inc., doing business as Uprise Health, 2 Park Plaza, Suite 1200, Irvine, California 92614, on behalf of itself and its affiliates (“**Uprise Health**”). Employer and Uprise Health may each be referred to herein as a “**Party**” and collectively as the “**Parties.**” The Agreement consists of the terms set forth below and any associated Order Forms, Exhibits, SOWs or Schedules attached hereto, the terms of which are incorporated into this Agreement by this reference.

**1. SERVICES PROVIDED**

- 1.1. Uprise Health shall perform for Employer the Employee Assistance Plan (“**EAP**”) services and WorkLife administrative services (collectively the “**Services**”) as set forth in **Exhibit A**. All Services will be provided pursuant to the administration of Employer’s EAP (the “**Plan**”) and the terms and conditions set forth herein. In addition to the Services described on **Exhibit A**, Uprise Health shall handle correspondence of a routine nature and other general clerical and administrative functions necessary for administration of the Plan as part of the Services.
- 1.2. Upon request by Uprise Health, Employer shall furnish to Uprise Health a list of employees eligible for coverage under the EAP Plan (“**Eligible Employees**”) and information and data related to and demonstrating the eligibility of Eligible Employees (“**Eligibility Data**”), and any other information reasonably requested by Uprise Health, in connection with the Services provided hereunder, in a form reasonably acceptable to Uprise Health (i.e., by zip code). Employer shall (i) maintain and update, on a monthly basis, an accurate list of Eligible Employees (“**Monthly Count**”), and provide such Monthly Count within two (2) business days of the beginning of each calendar month. Uprise Health shall not be responsible for any delay or error in the provision of Services caused by Employer’s failure to provide such Monthly Count in a timely fashion. If Employer fails to provide to Uprise Health the Monthly Count with payment by the payment due date, the Monthly Count will be updated and reflected in the next billing and payment cycle. Uprise Health will not (a) process Monthly Counts retroactively, (b) be responsible for the failure to provide the Services to any new Eligible Employee identified in a Monthly Count not provided to Uprise Health in accordance with the terms of this Section, or (c) perform any retroactive fee refund adjustments due to Employer submitting inaccurate Monthly Counts.
- 1.3. Upon request by Uprise Health, Employer shall provide Uprise Health with its Summary Plan Description (“**SPD**”) and all other relevant EAP Plan documents within thirty (30) days of the Effective Date or such other date mutually agreed upon by the parties. If the Employer does not provide Uprise Health with an SPD, Uprise Health shall automatically apply its internal policies and procedures to the EAP Plans, including but not limited to internal appeals and external review, as applicable. Employer acknowledges and agrees that Uprise Health does not review the SPD for compliance with applicable law and Employer remains solely accountable and responsible for such compliance.

- 1.4. Despite Uprise Health’s provision of the Services, it is understood and agreed that the Employer, as Plan Administrator, retains complete authority and responsibility for its Plan, its operations, and the benefits provided thereunder, including EAP. Uprise Health is empowered to act on behalf of Employer in connection with the Plan only to the extent expressly stated in this Agreement or as agreed to in writing by Uprise Health and Employer.

**2. INVOICING AND PAYMENT; AUDIT**

- 2.1. Employer shall pay Uprise Health for Services performed pursuant to this Agreement according to the fee schedule set forth in Exhibit B (“Fee”). Note: PEPM and minimum employee count OR the flat rate and max employee count, is guaranteed for the initial term (**Section 3.1, “Term”**) of this contract (“PEPM”, “employee count”, and “Flat Rate”, found in **Exhibit B, “Fee”**). Employer will not withhold any taxes from any payments made to Uprise Health, and Uprise Health will be solely responsible for paying all taxes arising out of or resulting from the performance of Services.
- 2.2. Uprise Health shall submit invoices according to the schedule set forth on **Exhibit B**. Employer shall pay all invoices within twenty (20) days of Employer’s receipt of Uprise Health’s invoice. Any Fees not paid within thirty (30) days of the due date will be assessed interest at a rate of eight percent (8%) per annum, or the maximum rate allowed by applicable law, whichever is less, from the date on which such payment was due until the date on which it is paid in full with accrued interest. All payments shall be made via ACH or wire to the account listed below. Remittance advice to be submitted to [billing@uprisehealth.com](mailto:billing@uprisehealth.com)
  - a. ACH: Bank Name: Sunflower Bank  
Address: 1400 16th Street, Ste. 250, Denver, CO 80202  
Routing No: 101100621  
Account No. 1100017507
- 2.3. **Suspension for Non-Payment.** Uprise Health reserves the right, to the extent allowed by applicable law, to suspend some or all of the Services and Additional Services for Employer’s non-payment of Fees, and such suspension shall not release Employer of its payment obligations under this Agreement. Employer agrees that Uprise Health shall not be liable to Employer or to any third party for any liabilities, claims, or expenses arising from or relating to suspension of Services or Additional Services resulting from Employer’s non-payment of Fees.
- 2.4 **Change Request Process.** Employer may propose a change to the Services provided by Uprise Health by issuing a change request form (as updated from time to time, a “**CR Form**”) similar to the CR Form attached hereto as **Exhibit C**. Upon receipt of any CR Form, Uprise Health will (i) prepare a proposal to provide such Services, setting forth Supplier’s proposed solutions, timeframes, pricing and any other information relevant to providing the Services contained in the CR Form, or (ii) inform Employer that Uprise Health is unable to provide the Services contained in the CR Form. After reviewing the finalized CR Form, including the Uprise Health’s proposed solutions, timeframes, pricing and any other relevant information, Employer may agree to accept the Services and the terms contained in the CR Form in writing (including by email) (collectively, the “**Change Request Process**”). Upon

completion of the Change Request Process, the terms of **Exhibit A** will be modified to include the Services and terms contained in the accepted CR Form.

- 2.5 **Audit.** Uprise Health may, for purposes of verifying Employer’s compliance with this Agreement, conduct an audit (either physical or electronic) of Employer’s use of the Services. Employer shall fully cooperate with Uprise Health in connection with such audit, including scheduling any on-site audit, which such audit shall be limited to documentation and records of Employer relating to Employer’s use of the Services and compliance with the terms of this Agreement. Uprise Health will conduct the audit during Employer’s normal business hours and in a manner that does not unreasonably interfere with Employer’s normal conduct of business. In the event such audit reveals use of the Services by Employer in excess of Employer’s rights under this Agreement, Employer agrees to pay, within thirty (30) days of the completion of the audit, any fees applicable to such excess use of the Services. If Employer does not pay as required by the preceding sentence, Uprise Health shall have the right to terminate this Agreement in accordance with Section 3.4. Employer agrees that Uprise Health shall not be responsible for any of Employer’s costs incurred in cooperating with the audit.

### 3. TERM AND TERMINATION

- 3.1. **Term.** The term of the Agreement shall commence on the Effective Date and continue for thirty-six (36) months (“**Initial Term**”). Thereafter, the Agreement shall automatically renew for successive twelve (12) month periods (each a “**Renewal Term**”), unless either Party has given the other Party a written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current Term or either Party terminates the Agreement in accordance with this Section 3. The Initial Term together with any Renewal Term constitute the “**Term**” of this Agreement.
- 3.2. **Discounts.** Discounts offered during the Initial Term shall not extend to any subsequent Renewal Term.
- 3.3. **Immediate Termination.** This Agreement may be terminated immediately for cause upon written notice given by the non-defaulting Party if (i) a Party ceases the active conduct of its business; (ii) a Party is the subject of a bankruptcy, receivership or other insolvency event or proceeding; or (iii) Employer fails to pay any Administrative Services Fee to Uprise Health by the due date.
- 3.4. **Termination for Cause.** This Agreement may be terminated for cause if a Party breaches the Agreement, and the defaulting Party fails to correct such default within a thirty (30) day period following notice of default under this Agreement. The written notice shall set forth the nature of the default as to performance required by this Agreement. Uprise Health shall have the right to terminate the Agreement pursuant to this Section 3.4 if Employer fails to comply with (i) applicable state licensing requirements, or (ii) applicable federal and state codes and regulations pertaining to the EAP Plan.
- 3.5. **Effect of Termination.** Upon any termination or expiration of this Agreement, Employer shall immediately pay all unpaid and outstanding amounts through the expiration of this Agreement. Uprise Health will continue to deliver to Employer any Services due through the effective date of termination.

#### 4. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

- 4.1. **Mutual.** Each Party represents and warrants to the other Party that it has the full right, power, and authority to enter into and fully perform its obligations under this Agreement and the execution, delivery, and performance of this Agreement does not conflict with any other agreement to which it is a party or by which it is bound.
- 4.2. **By Uprise Health.** Uprise Health represents and warrants to Employer that: (i) Uprise Health will perform the Services and Additional Services in a professional and workmanlike manner, in accordance with the specifications set forth on **Exhibit A**; (ii) Uprise Health will comply with all applicable laws and regulations related to the Services and Additional Services provided hereunder. Notwithstanding the foreign, Employer acknowledges and agrees that Uprise Health shall not be required to fulfill any obligation of Employer under the Consolidated Appropriations Act of 2021; and (iii) Uprise Health is properly licensed under applicable law. Uprise Health maintains all of the licenses, permits, registrations, and other governmental authorizations required to conduct Uprise Health's business and perform the Services. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES UPRISE HEALTH PROVIDES UNDER THIS AGREEMENT. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRES OR IMPLIED, INCLUDING ANY WARRANTIES AS TO ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. UPRISE HEALTH DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
- 4.3. **By Employer.** Employer represents and warrants to Uprise Health that: (i) Employer will comply with all applicable laws and regulations related to this Agreement the performance of its obligations hereunder; (ii) Employer will comply with all applicable laws and regulations related to this Agreement the performance of its obligations hereunder; (iii) Employer has obtained all consents, permissions, or authorizations necessary to share the Eligibility Data with Uprise Health in connection with the Services; (iv) the Eligibility Data has been obtained by or on behalf of Employer in compliance with applicable laws; (v) the Eligibility Data does not infringe, misappropriate or violate the intellectual property rights of any third party; (vi) at the time of delivery, the Eligibility Data will not contain any viruses, time bombs, or malicious code or elements.

#### 5. CONFIDENTIALITY

- 5.1. **"Confidential Information"** means the information of a party ("**Disclosing Party**") that is disclosed to the other party ("**Receiving Party**") under this agreement that the Receiving Party knows or reasonably should know is confidential to the Disclosing Party. Confidential Information may be disclosed in written, visual, oral or other form. Confidential Information also includes all summaries or abstracts of Confidential Information. Confidential Information of Uprise Health includes any information with respect to Uprise Health or any of its affiliates' fees or specific rates of payment to health care providers (including employee assistance network providers) and any information which may allow determination of such fees or rates any of the terms and provisions of the health care provider's agreement (including employee assistance network providers) with Uprise Health or its affiliates.

- 5.2. Each party acknowledges that in the course of performing this Agreement, it may obtain the Confidential Information of the other party. The Receiving Party shall, at all times both during the term of this Agreement and thereafter, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as reasonably required to perform this Agreement. The Receiving Party shall take reasonable steps to prevent unauthorized disclosure or use of the Disclosing Party's Confidential Information and to prevent it from becoming publicly available or falling into the possession of unauthorized persons, but in no event will the Receiving Party use less care than it would in connection with its own confidential information of like kind. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees and consultants who need access to such Confidential Information in order to effect the intent of this Agreement and who have entered into confidentiality agreements or are bound by professional responsibility obligations which protect the Confidential Information of the Disclosing Party sufficient to enable the Receiving Party to comply with its obligations of confidentiality under this Agreement.
- 5.3. The confidentiality obligations set forth herein do not apply to information which is: (i) now or hereafter, through no unauthorized act or failure to act on the Receiving Party's part, in the public domain or publicly available; (ii) known to the Receiving Party without an obligation of confidentiality at the time the Receiving Party receives the same from the Disclosing Party; (iii) hereafter furnished to the Receiving Party by a third party without restriction on disclosure; or (iv) independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any law or governmental investigative or judicial agency pursuant to proceedings over which that agency has jurisdiction, on condition that, prior to the disclosure, the Receiving Party (a) asserts the confidential nature of the Confidential Information; (b) immediately notifies the Disclosing Party in writing of the requirement, order or request to disclose; and (c) cooperates fully with the Disclosing Party in protecting against any the disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.
- 5.4. **Upon Termination.** Upon termination of this Agreement, each Party, upon the request of the other, will return or destroy all copies of all of the other's Confidential Information in its possession or control except to the extent such Confidential Information must be retained pursuant to applicable law, to the extent such Confidential Information cannot be disaggregated from the Uprise Health's databases, or except as otherwise provided under HIPAA; provided, however, that Uprise Health may retain copies of any such Confidential Information it deems necessary for to comply with applicable laws or the defense of litigation concerning the Services it provided under this Agreement.
- 5.5. To the extent Employer will be sending patient data to Uprise Health that is "Protected Health Information" as such term is defined by Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the rules and regulations promulgated thereunder (collectively "HIPAA"), then the parties shall sign a Business Associate

Addendum, attached hereto as **Exhibit D**, and the terms of that Addendum shall apply to Protected Health Information sent to Uprise Health under this Agreement.

- 5.6. **Aggregated and De-Identified Data.** Notwithstanding anything herein to the contrary, Uprise Health may monitor Employer's use of the Services and Platform and use data and information related to such use in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Services and Platform ("**Aggregated Data**"). All right, title and interest in the Aggregated Data shall belong to Uprise Health. Employer acknowledges that Uprise Health will be compiling Aggregated Data and may use such information to the extent and in the manner permitted by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Employer or Confidential Information of Employer.

## 6. INDEMNIFICATION

- 6.1. Uprise Health shall indemnify and hold harmless Employer, its directors, officers, employees (acting in the course of their employment, but not as members) for that portion of any third-party claims, loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorneys' fees) caused solely and directly by Uprise Health's (i) willful misconduct or (ii) criminal conduct.
- 6.2. Employer shall indemnify and hold harmless Uprise Health, its affiliates and their respective directors, officers, and employees for that portion of any third party claim, loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorney's fees) arising from or relating to: (i) Employer's willful misconduct, criminal conduct, or breach of the Business Associates Agreement, (ii) the transfer of Eligibility Data or Protected Health Information to, or use of Eligibility Data or Protected Health Information by, Uprise Health, Employer, or a third party; (iii) the infringement, misappropriation or violation of the intellectual property rights of any third party by the Eligibility Data or Uprise Health's use of the Eligibility Data, or (iv) claims, demands or lawsuits brought against Uprise Health in connection with Services provided under this Agreement.
- 6.3. The party seeking indemnification under this Section 6 must notify the indemnifying party within twenty (20) days in writing of any actual or threatened action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice within the required time period.
- 6.4. Employer and Uprise Health agree that: (i) Uprise Health does not render medical services or treatments to members; (ii) neither Employer nor Uprise Health is responsible for the health care that is delivered by EAP Plan network providers; (iii) EAP Plan network providers are solely responsible for the health care they deliver to members; (iv) EAP Plan network providers are not the agents or employees of Employer or Uprise Health; and (v) the indemnification obligations under this Section 6 do not apply to any portion of any loss, liability, damage, expense, settlement, cost or obligation caused by the acts or omissions of EAP Plan network providers with respect to members.

- 6.5. The indemnification obligations under Section 6.1 above shall not apply to that portion of any loss, liability, damage, expense, settlement, cost or obligation caused by Uprise Health's act or omission undertaken at the direction of Employer.
- 6.6. The indemnification obligations under this Section 6 shall terminate upon the expiration of this Agreement, except as to any matter concerning which a claim has been asserted by notice to the other party at the time of such expiration or within two (2) years thereafter.

**7. LIMITATION OF LIABILITY**

- 7.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 7.2. IN NO EVENT SHALL UPRISE HEALTH'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 THE AGGREGATE AMOUNTS PAID OR PAYABLE TO UPRISE HEALTH PURSUANT TO THIS AGREEMENT AND ANY APPLICABLE STATEMENT OF WORK, AS APPLICABLE.

**8. INTELLECTUAL PROPERTY**

- 8.1. **Ownership.** As between the parties, (i) Uprise Health owns all right, title and interest in and to the Services, Additional Services, Platform, Aggregated Data, and Work Product, and (ii) Employer owns all right, title and interest in and to the Eligibility Data. There are no implied rights. No rights are granted to use any trademarks, trade names, service marks, logos, domain names, or other distinctive brand features associated with either Party.
- 8.2. **Work Product.** All intellectual property rights in and to all documents, work product, and other materials that are provided by or on behalf of Uprise Health to Employer under this Agreement ("**Work Product**") shall be owned by Uprise Health. If Employer obtains any right, title or interest in or Work Product, Employer hereby irrevocably assigns such right, title and interest in and to such Work Product to Uprise Health. Uprise Health hereby grants Employer a non-exclusive, non-transferable, non-assignable license to use the Work Product solely in Employer's EAP Plan marketing materials during the Term.
- 8.3. **License.** Subject to Employer's compliance with the terms and conditions of this Agreement, and provided that Employer is authorized to use Uprise Health's online platform for purposes of accessing analytics, reporting, and materials relating to the Services (the "**Platform**") under Exhibit A, Uprise Health grants Employer a non-exclusive, royalty-free, non-transferable, non-assignable right to access and use the Platform solely in connection with Employer's use of the Services. Use of the Platform is subject to the restrictions and limitations set forth herein, Exhibit A and

any related order form or statement of work, which may include, without limitation, restrictions on the number of users of Employer that may access the Platform.

- 8.4. **General Restrictions.** Employer shall not, directly or indirectly, do, nor permit anyone to do, any of the following: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of any of the Platform; (ii) transfer, sublicense, distribute, re-transmit, disseminate, re-sell, loan, lease, share, give, or otherwise make available in any format the Platform on a stand-alone basis or as part of any software application; (iii) make available or provide the Platform to any third party as a reseller, service bureau, service provider or similar basis; (iv) modify or create derivative works (as defined under U.S. Copyright laws) of any of the Platform; (v) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Platform; (vi) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of any third party; (vii) remove any proprietary notices from any of the Platform or any other software, content, or materials furnished or made available hereunder by Uprise Health; (viii) publish or disclose to third parties any negative evaluation of the Services or Platform without Uprise Health's prior written consent; (ix) use the Platform or Services to develop a similar or replacement product or service, or other information resource of any kind (electronic or otherwise) or otherwise create or attempt to create a substitute or similar service or product; (x) take any act that may reasonably be expected to undermine or adversely affect the security or integrity of the Platform or any software available therefrom or any data or information stored or transmitted using the Platform; or (xi) use web scraping, web harvesting, or web data extraction methods to extract data or information from the Service or Platform.

## **9. MISCELLANEOUS**

- 9.1. **Amendment.** No amendment or modification of this Agreement shall be made, except as provided herein, without the prior written consent of the Parties; provided, however, Uprise Health may amend this Agreement upon prior written notice to Employer as required to make the Agreement compliant with applicable laws.
- 9.2. **Assignment.** Neither Party shall assign, delegate or subcontract any of its rights or obligations set forth in this Agreement without the prior written approval of the other Party, and such approval shall not be unreasonably withheld; provided, however, Uprise Health may freely assign this Agreement, or its obligations and/or rights under this Agreement, without obtaining such approval, in connection with any merger, consolidation, sale of all or substantially all of the assets related to this Agreement or equity of the party or any other similar transaction, or to an Uprise Health affiliate or subsidiary. Nothing in this Agreement, expressed or implied, is intended to confer any rights or remedies upon any other person or party other than the Parties or their respective successors.
- 9.3. **Dispute Resolution.** If the Parties are unable to informally resolve any dispute arising out of or relating to this Agreement, either Party may submit the dispute for resolution exclusively through confidential, binding arbitration, instead of through trial by court or jury, in Orange County, California, in accordance with the commercial dispute rules then in effect of the Judicial Arbitration and Mediation Services (“JAMS”). The arbitration shall be conducted on an expedited basis by a single arbitrator. In making decisions about discovery and case management, it is the Parties' express agreement and intent that the arbitrator at all times promote efficiency without denying either

Party the ability to present relevant evidence. In reaching and issuing decisions, the arbitrator shall have no jurisdiction to make errors of law and/or legal reasoning. The Parties shall share the costs of arbitration equally, and each Party shall bear its own attorneys' fees and costs.

- 9.4. **Entire Agreement.** This Agreement and any exhibits attached hereto, which are incorporated into the Agreement by this reference, set forth the full and complete understanding of the Parties. This Agreement shall be binding upon the Parties and their respective successors and assignees.
- 9.5. **Force Majeure.** Uprise Health shall not be liable for any failure to meet any of the obligations or provide any of the Services or benefits specified or required under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of Uprise Health, its employees, officers or directors. Such contingencies include, but are not limited to: acts or omissions of any person or entity not employed or reasonably controlled by Uprise Health, its employees, officers or directors; acts of God; fires; wars; accidents; labor disputes or shortages; governmental laws, ordinances, rules, regulations, or the opinions rendered by any Court, whether valid or invalid.
- 9.6. **Governing Law.** This Agreement shall be governed by the laws of the state of California, and the Parties consent to venue and personal jurisdiction over them in California state courts and in U.S. District Court for the Central District of California, as applicable, for purposes of construction and enforcement of this Agreement.
- 9.7. **Independent Contractors.** The relationship of the Parties shall be that of independent contractors or vendor-client, and nothing in this Agreement shall be construed as creating the relationship of partners, joint ventures, or employer/employee between the Parties.
- 9.8. **Insurance.** Uprise Health will obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by a company carrying on a similar business in a similar location, and for any other risks to which Uprise Health is normally exposed.
- 9.9. **Notices.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

Notice: City of San Luis Employee Benefit Trust  
1090 E Union St  
P.O BOX 1170  
San Luis, Arizona 85349

Attention:  
Notice: Uprise Health  
2 Park Plaza, Suite 1200  
Irvine, CA 92614

- 9.10. **Records.** Employer acknowledges and agrees that Uprise Health or its affiliates or authorized agents shall have the right to use all documents, records, reports, and data, including data recorded in Uprise Health's data processing systems ("**Documentation**"), subject to compliance with privacy laws and regulations,

including without limitation regulations promulgated pursuant to HIPAA. All Documentation is stored in Uprise Health's data warehouses, and may be de-identified as to members and employer identity for purposes other than administration of EAP Services, at Uprise Health's discretion. Employer is not compensated for any use of de-identified Documentation maintained in Uprise Health's data warehouse.

- 9.11. **Remedies.** All remedies, either under this Agreement, or by law or otherwise afforded to any Party, shall be cumulative and not alternative.
- 9.12. **Represented by Counsel.** The provisions of this Agreement have been examined by counsel for each Party, and no implication shall be drawn against any Party by virtue of the drafting of this Agreement.
- 9.13. **Severability.** In the case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 9.14. **Survival.** Those provisions that expressly state, or by its nature is intended to survive, shall survive. Each Party shall promptly notify the other Party of any notice of lawsuit and or legal action pertaining to the Plan or its administration. Uprise Health shall work with Employer to respond to such complaints or inquiries, or where appropriate assist Employer in its response to such complaints, inquiries or legal action.
- 9.15. **Waiver.** The rights of any Party to enforce any provision hereof shall not be affected by its prior failure to require performance of that provision or any other provision, nor shall any right be deemed to have been waived unless the waiver thereof be in writing and signed by the Party making such waiver.

*Signature page follows*

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates set forth below, to be effective as of the Effective Date set forth above.

**City of San Luis Employee Benefit Trust**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Integrated Behavioral Health, Inc., d/b/a Uprise Health.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit B**

**DESCRIPTION OF SERVICES**

**I. Included Services.** Uprise Health shall provide and Customer shall purchase the following Services pursuant to the terms of the Agreement between the parties and the pricing set forth in Exhibit B. Services to be provided for all eligible employees and their eligible dependents.

Customer Service and Account Management	
<input checked="" type="checkbox"/>	<b>Implementation</b> (subject to separate fee as set forth in Exhibit B): Digital launch and implementation kit plus access to account team support.
<input checked="" type="checkbox"/>	<b>Reporting &amp; Analytics Dashboard:</b> An online dashboard that provides aggregated data about workforce and service utilization and demographics.
<input checked="" type="checkbox"/>	<b>Member Communications:</b> Standard digital promotional material explaining Uprise Health tools and services will be available in the resource library. Assets will be created in English and priority assets translated into Spanish (additional languages available for a fee).
<input checked="" type="checkbox"/>	<b>Technical Support:</b> Technical support for Uprise Health platform and websites available Monday through Friday from 8:00 a.m. – 5:00 p.m. (Pacific time)

Digital Mental Health Platform & Services	
Coaching and Therapy Services*	
✓	24/7 Phone line (unlimited member use)
✓	<b>6</b> Group Sessions per member per calendar year (virtual)
✓	<b>6</b> Therapy Sessions per member/Per Incident/Per Year (Standard Phone Referral or virtual)
✓	<b>6</b> Coaching Sessions per member per year
* Sessions cannot be transferred between coaching, group, and therapy. For example: a member can have 3 coaching, 3 group, and 3 therapy but not 6 coaching and 3 therapy.	
EAP Services	
✓	24/7 Phone Line (unlimited member use)
✓	Work-life and Wellbeing Resources
✓	Work-life Services (certain elements not included)
✓	Manager Resources
Health Platform	
✓	Wellbeing Check & Progress Tracking
✓	Personalized Care Plan
✓	Self-guided Digital Courses
✓	Coach-guided Digital Courses
✓	Live Mental Health Care
✓	Proactive Outreach Based on Member Wellness Assessment
✓	Whole Person Care

<b>Digital Mental Health Platform &amp; Services</b>	
<b>Service</b>	<b>Description</b>
<b>24/7 Phone Line</b>	<p>24/7/365 telephone access to Uprise Health case management staff. During business hours, members who are in crisis will be connected with an Uprise Health case manager, who will arrange appropriate support.</p> <p>After hours answering services are available and calls can be triaged to licensed professionals for emergency care.</p> <p>We have a provision of translator services (240+ languages) and TDD/TTY services.</p> <p>Members that are in life threatening situations should immediately call 911 as they would do with any other medical/life emergency.</p>
<b>Coaching Sessions</b>	<p>Coaching can be self-booked within the digital platform using a real-time calendar system. Coaching is intended for members who want support with current stressful life events or for well employees who are looking to learn mental fitness skills. Coaching is designed to be approachable for all members. Coaches help members apply the skills from the digital library and introduce ways to strengthen mental health and wellbeing. Coaching is delivered via phone-based sessions.</p>
<b>Group Sessions</b>	<p>Group sessions can be self-booked, and, typically, there are between 50 – 100 chat rooms available at any time on a range of topics and there are live group sessions available daily. All sessions are led by a trained moderator. Members can choose either chat room or video-based group sessions and have the option to participate anonymously with the other participants.</p>
<b>Therapy Sessions</b>	<p>Members can call the Phone Line and are connected to one of Uprise Health’s staff within thirty (30) seconds on average. Uprise Health staff assist the member by collecting any requirements to see a counselor in their area or virtually via phone or video. If the member requests a virtual session, they are provided with either access to our virtual counseling web portal where they can sign up immediately or referred to a network provider who conducts video sessions using their own technology. If they request an in-person session, then Uprise Health staff will provide a curated list of in-network counselors in their area. This list is confirmed on a regular basis with our provider network to ensure that it is up to date and that our members can be seen as quickly as possible.</p>
<b>EAP Services Description</b>	

<p><b>Work-life and Wellbeing Resources</b></p>	<p>Online access to work-life and wellbeing resources, which provide guides, newsletters, webinars, calendar, resource kits (Grief and Loss, Emotional First Aid, Hurricane Preparedness, etc.), educational materials, tools, and trainings that cover a wide range of popular topics for health, work-life, financial, legal, adult and elder care, children/parenting, and more. The portal includes access to an online savings center for discounts for services, events, and products. Also includes crisis alerts and support links for national events.</p> <p>On-demand webinars on various work-life, wellbeing, and personal development topics, which are available on the 1<sup>st</sup> day of each month and past topics are available for viewing at any time.</p> <p>A newsletter that covers work-life, wellbeing, and personal development topics available in English and Spanish only.</p>
<p><b>Work-life Services</b></p>	<p><u>Legal</u>: One initial thirty (30) minute legal consultation per each separate legal matter at no cost for members. If the member and attorney or mediator agree to further representation, services will be provided at a twenty-five percent (25%) reduction from the standard hourly rate. Telephonic support and an extensive library of resources are also available.</p> <p><u>Financial</u>: Thirty (30) days of access for each member to a personal financial expert who will work with the member toward financial wellness by identifying financial goals, assessing current financial situation, and providing a suggested detailed action plan.</p> <p><u>Caregiver</u>: Comprehensive database for child, dependent and elder care look-up. No-obligation curated referral list or warm handover to our partner program who can provide dependent care for an additional fee. Fees depend on the services provided. Please contact us for a list of services and associated costs.</p>
<p><b>Manager Resources</b></p>	<p>Uprise Health prepares proactive communications and materials to help supervisors address current topics and trends, such as crisis response for COVID-19, social unrest, natural disasters (e.g., fires, flooding, tornados.), and more.</p> <p>Management Referrals: We provide a process for referring eligible employees with conduct or substance use issues to Uprise Health.</p>
<p><b>Health Platform Services Description</b></p>	
<p><b>Wellbeing Check</b></p>	<p>We use a World Health Organization wellbeing measure that gives an accurate assessment of high, moderate, or low levels. The measure takes less than a minute to complete and asks questions about sleep and energy to make it approachable for everyone, whether they are</p>

	thriving or surviving. Customers can track their organization’s wellbeing levels via Uprise Health reporting dashboard.
<b>Personalized Care Plan</b>	Each member receives a personalized care plan based on their preferences and Wellness Assessment levels. The care plan recommends skills/lessons from our digital library as well as the frequency of sessions with their coach or consultant. Members are recommended evidence-based courses to manage issues like depression and anxiety while high Wellness Assessment scored members are recommended courses to stay well and thrive using an approach called positive psychology.
<b>Self-Guided Digital Courses</b>	Uprise Health has a strong focus on only using evidence-based content. Each of the lessons has passed an evidence review and was written by a team of clinical psychologists. Each course is based on an established course that has been evaluated in at least one peer-reviewed scientific study and most courses have been evaluated in five (5) or more studies. To deliver the highest possible completion rates Uprise Health has focused on positive user experience and lessons are delivered via 3–5-minute videos and audios as well as interactive chatbot exercises based on best-practice adult learning principles.
<b>Coach-Guided Digital Courses</b>	Members have the option of completing their digital courses with the support of a coach. The coach can create a personalized lesson plan and during the calls the coach shows the member how to apply the skills. The goal of coach-guidance is to improve accountability to practice the skills, which is linked to better behavioral outcomes.
<b>Live Mental Health Care Navigator</b>	Members are linked with a mental health Care Navigator during their onboarding. The Care Navigator’s role is to provide live support and to assist the member in navigating their mental health journey. The Care Navigator can book coaching sessions or counselling sessions for the member.
<b>Proactive Outreach based on Member Assessment Levels</b>	<p>Uprise Health proactively reaches out to members scoring below the clinical cutoff on the Wellbeing Check through Uprise Health Platform, to discuss support options available to members. If a member opts in, Uprise Health will proactively reach out to discuss available support options.</p> <p>For members who complete the Wellbeing Assessment and score in the low range, Uprise Health will proactively reach out to discuss available support options.</p>
<b>Reporting Dashboard</b>	Online dashboard that provides aggregated data about workforce and service utilization and demographics.

**Exhibit B**

**ADMINISTRATIVE SERVICES FEES**

<b>Customer:</b>	City of San Luis Employee Benefit Trust
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**FEES:** Customer shall pay the following pursuant to the terms and conditions of the Agreement.

Description	Due	Fee Type	Amount
Implementation Fee	Monthly	One-Time	\$0.00
<b>EAP</b>	Monthly	Employee/Member	Per Employee Per Month (“PEPM”) of \$1.91 per employee (with a minimum of 322 employees).
<b>Digital</b>	Monthly	Employee/Member	Per Employee Per Month (“PEPM”) of \$0.00 per employee (with a minimum of 322 employees).

**FEE FOR SERVICE ADD-ON SERVICES.** Uprise Health may make the following Services available for an additional fee.

✓	Critical Incident Response
✓	Training and Training Coordination

Add-On Fee for Service Descriptions and Pricing	
<b>Critical Incident Response (CIR)</b>	<p>CIR includes telephonic support for critical incidents via our 24/7 phone line as well as crisis support email communications for national disasters. Depending on the nature and scope of the event, the Uprise Health communication team will send email communications to targeted areas. Onsite or virtual crisis support can be purchased on a per hour basis and includes a range of supportive interventions designed to enhance a person’s natural resilience, facilitating individual and workgroup return-to-work/return-to-functioning. The CIR service is provided by a trained specialist to respond to emergency situations such as an act of violence, health of a co-worker, robbery, or a natural disaster.</p> <p>CIR Services are provided by Uprise Health third-party provider and CIR fees are subject to change depending upon the third-party provider. Uprise Health will endeavor to promptly provide notification of any changes in the CIR fees.</p>
<u>CIR Pricing</u>	<ul style="list-style-type: none"> <li>Standard Response Next Day: \$450 per hour with two-hour minimum.</li> <li>Same Day Response Outside of 2.0 hours: \$500 per hour with two-hour minimum.</li> <li>Immediate Response Within 2.0 hours: \$600 per hour with two-hour minimum.</li> </ul> <p>Additional fees may apply for cancellations, bilingual counselors and remote locations (travel).</p>

	<p><b>Cancellation Policy:</b></p> <ul style="list-style-type: none"> <li>• <b>48 Hour Cancellation.</b> If Employer cancels or reschedules CIR services within forty-eight (48) hours of the originally scheduled appointment, Employer will pay a flat fee, per shift, based on the number of hours scheduled. Shifts cancelled or rescheduled on the date of service will be billed in full.</li> <li>• <b>Shifts Scheduled 4 Hours or Less.</b> In the event of canceled or rescheduled services within 48- hours of the originally scheduled time, Employer will pay flat fee of \$350 per shift cancelled. The deadline for canceling or rescheduling services for a Monday shift is 12:00 noon on the preceding Friday, in the service area time zone.</li> <li>• <b>Shifts Scheduled Over 4 Hours:</b> In the event of canceled or rescheduled services within 48- hours of the originally scheduled time, Employer will pay flat fee of \$500 per shift cancelled. The deadline for canceling or rescheduling services for a Monday shift is 12:00 noon on the preceding Friday, in the service area time zone.</li> </ul>
<p><b>Training</b></p>	<p><b>Standard Training:</b></p> <ul style="list-style-type: none"> <li>• For an additional fee, Uprise Health will provide on-site and virtual trainings on a wide variety of topics or can create a bespoke training program for you. Delivered by experienced presenters and created by a team of subject matter experts. Account Managers will provide training coordination to coordinate topics for trainings, the training organization, and communicate about trainings.</li> </ul> <p><b>Employee and Supervisor Orientation Sessions:</b></p> <ul style="list-style-type: none"> <li>• Upon Request, annual, 30-minute virtual orientation hosted by Account manager.</li> </ul> <p><b>Virtual Health Fair Support:</b></p> <ul style="list-style-type: none"> <li>• Virtual support for company health fairs, minimum 3 week’s notice.</li> </ul>
<p><u>Training Pricing</u></p>	<ul style="list-style-type: none"> <li>• Webinar per hour:             <ul style="list-style-type: none"> <li>○ 3-week notice: \$325</li> <li>○ 2-week notice: \$375</li> <li>○ 1-week notice: \$425</li> </ul> </li> <li>• In-person \$550 per hour + travel</li> <li>• Custom Training: \$50 per hour + actual cost of outside experts</li> </ul> <p><b>Trainings Cancellation Policy:</b></p> <ul style="list-style-type: none"> <li>○ 7-10 days: \$50</li> <li>○ 3-6 days: \$100</li> <li>○ 0-3 days: Full training rate</li> </ul> <p>Training Services are provided by an Uprise Health third-party provider and fees are subject to change. Uprise Health will endeavor to promptly provide notification of any changes in the Training fees.</p>

If annual therapy case utilization exceeds 10% then Uprise Health reserves the right to

renegotiate pricing. Annual therapy case utilization is defined as total annual therapy cases divided by the average number of employees. A therapy case is defined as an instance where an employee or eligible dependent receives therapy for an incident and may consist of more than one therapy sessions.

**BUSINESS ASSOCIATE AGREEMENT  
BETWEEN UPRISE HEALTH AND City of San Luis Employee Benefit Trust**

This Business Associate Agreement (“BAA”) is entered into by and between **Integrated Behavioral Health, Inc., d/b/a Uprise Health, Inc.** (“Uprise Health”) and City of San Luis Employee Benefit Trust, (“**Covered Entity**”) and is effective as of 7/1/2025 (the “**BAA Effective Date**”). Uprise Health and Covered Entity may be referred to individually as a “Party” or, collectively, as the “Parties” in this BAA.

**RECITALS**

A. The Parties have entered into, and may in the future enter into, one or more written service agreements pursuant to which Uprise Health provides services to Covered Entity (together, the “Underlying Agreement”), and Covered Entity wishes to disclose certain information to Uprise Health pursuant to the terms of such Underlying Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. Covered Entity and Uprise Health intend to protect the privacy and provide for the security of PHI disclosed to Uprise Health pursuant to the Underlying Agreement in compliance with (i) the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule (the “HIPAA Final Rule”).

C. The purpose of this BAA is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (as those terms are defined below), and the HIPAA Final Rule, including, but not limited to, Title 45, §§ 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”).

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

1. Definitions.

a. Capitalized Terms. Capitalized terms used in this BAA and not otherwise defined herein shall have the meanings set forth in the Privacy Rule, the Security Rule, and the HIPAA Final Rule, which definitions are incorporated in this BAA by reference.

b. “Breach” shall have the same meaning given to such term in 45 C.F.R. § 164.402.

c. “Designated Record Set” shall have the same meaning given to such term in 45 C.F.R. § 164.501.

d. “Electronic Protected Health Information” or “Electronic PHI” shall have the same

meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information that Uprise Health creates, receives, maintains or transmits from or on behalf of Covered Entity.

e. “Individual” shall have the same meaning given to such term in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

f. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

g. “Protected Health Information” or “PHI” shall have the same meaning given to such term in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by Uprise Health from or on behalf of Covered Entity.

h. “Required by Law” shall have the same meaning given to such term in 45 C.F.R. § 164.103.

i. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

j. “Security Incident” shall have the same meaning given to such term in 45 C.F.R. § 164.304.

k. “Security Rule” shall mean the Security Standards at 45 C.F.R. Part 160 and Part 164, Subparts A and C.

l. “Unsecured Protected Health Information” or “Unsecured PHI” shall have the same meaning given to such term under 45 C.F.R. § 164.402, and guidance promulgated thereunder.

2. Permitted Uses and Disclosures of PHI.

a. Uses and Disclosures of PHI Pursuant to Underlying Agreement. Except as otherwise limited in this BAA, Uprise Health may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. To the extent Uprise Health is carrying out any of Covered Entity’s obligations under the Privacy Rule pursuant to the terms of the Underlying Agreement or this BAA, Uprise Health shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).

b. Permitted Uses of PHI by Uprise Health. Except as otherwise limited in this BAA, Uprise Health may use PHI for the proper management and administration of Uprise Health or to carry out the legal responsibilities of Uprise Health.

c. Permitted Disclosures of PHI by Uprise Health. Except as otherwise limited in this BAA, Uprise Health may disclose PHI for the proper management and administration of Uprise

Health, provided that the disclosures are Required by Law, or Uprise Health obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon Uprise Health pursuant to this BAA), and that the person agrees to notify Uprise Health of any instances of which it is aware in which the confidentiality of the information has been breached. Uprise Health may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j).

d. Data Aggregation. Except as otherwise limited in this BAA, Uprise Health may use PHI to provide Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use of PHI for statistical compilations, reports and all other purposes allowed under applicable law.

e. De-identified Data. Uprise Health may create de-identified PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data for any purpose.

3. Obligations of Uprise Health.

a. Appropriate Safeguards. Uprise Health shall use appropriate safeguards and shall comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this BAA.

b. Reporting of Improper Use or Disclosure, Security Incident or Breach. Uprise Health shall report to Covered Entity any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in any event no more than thirty (30) days following discovery; provided, however, that the Parties acknowledge and agree that this Section 3(b) constitutes notice by Uprise Health to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Uprise Health shall be provided only upon written request from Covered Entity. “Unsuccessful Security Incidents” shall include, but not be limited to, pings and other broadcast attacks on Uprise Health’ firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Uprise Health’ notification to Covered Entity of a Breach shall include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Uprise Health to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404(c).

c. Uprise Health’ Agents. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), as applicable, Uprise Health shall enter into a written agreement with any Subcontractor that creates, receives, maintains or transmits PHI on behalf of Uprise Health for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to Uprise Health with respect to such PHI.

d. Access to PHI. To the extent Uprise Health has PHI contained in a Designated Record Set, it agrees to make such information available to Covered Entity pursuant to 45 C.F.R. § 164.524 within ten (10) business days of Uprise Health' receipt of a written request from Covered Entity; provided, however, that Uprise Health is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524, or inquires about his or her right to access directly to Uprise Health, Uprise Health shall direct the Individual to Covered Entity.

e. Amendment of PHI. To the extent Uprise Health has PHI contained in a Designated Record Set, it agrees to make such information available to Covered Entity for amendment pursuant to 45 C.F.R. § 164.526 within twenty (20) business days of Uprise Health' receipt of a written request from Covered Entity. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Uprise Health, or inquires about his or her right to amendment, Uprise Health shall direct the Individual to Covered Entity.

f. Documentation of Disclosures. Uprise Health agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Uprise Health shall document, at a minimum, the following information ("Disclosure Information"): (i) the date of the disclosure, (ii) the name and, if known, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed, (iv) the purpose of the disclosure that includes an explanation of the basis for such disclosure, and (v) any additional information required under the HITECH Act and any implementing regulations.

g. Accounting of Disclosures. Uprise Health agrees to provide to Covered Entity, within thirty (30) days of Uprise Health' receipt of a written request from Covered Entity, information collected in accordance with Section 3(f) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. If an Individual makes a request for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528 directly to Uprise Health, or inquires about his or her right to an accounting of disclosures of PHI, Uprise Health shall direct the Individual to Covered Entity.

h. Governmental Access to Records. Uprise Health shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Uprise Health on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Mitigation. To the extent practicable, Uprise Health will reasonably cooperate with Covered Entity's efforts to mitigate a harmful effect that is known to Uprise Health of a use or disclosure of PHI that is not permitted by this BAA.

j. Minimum Necessary. Uprise Health shall request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. § 164.514(d), and any amendments thereto.

k. Compliance with Laws. Uprise Health shall comply with all applicable state and federal privacy and security laws governing PHI, including but not limited to HIPAA and the HITECH Act, as such may be amended from time to time.

l. Substance Use Disorder Patient Records/Qualified Service Organization Agreement. Uprise Health acknowledges that “patient identifying information” (as defined at 42 C.F.R. § 2.11) subject to 42 C.F.R. Part 2, regarding the confidentiality of substance use disorder patient records (the “Part 2 Rule”) may be disclosed by or on behalf of Covered Entity to Uprise Health under the terms of this BAA (“Patient Identifying Information”). In such instances, Uprise Health shall: (a) comply with the requirements of the Part 2 Rule with respect to Patient Identifying Information; (b) implement appropriate safeguards to prevent unauthorized uses and disclosures of Patient Identifying Information; (c) report to Covered Entity any unauthorized use, disclosure, or breach of Patient Identifying Information; and (d) refrain from redisclosing Patient Identifying Information to any person or entity other than to Covered Entity or to an agent or subcontractor as necessary for Uprise Health to provide services to Covered Entity pursuant to the Underlying Agreement, where such agent or subcontractor is subject to restrictions substantially similar to those set forth in this Section. The Parties acknowledge that this Section constitutes notice by Covered Entity to Uprise Health that “42 CFR part 2 prohibits unauthorized disclosure of these records,” with respect to Patient Identifying Information, as such notice is required under 42 C.F.R. §§ 2.32(a) and 2.33(c). To the extent relevant, this BAA shall be considered a Qualified Service Organization Agreement as required by 42 C.F.R. Part 2.

4. Obligations of Covered Entity.

a. Notice of Privacy Practices. Covered Entity shall notify Uprise Health of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Uprise Health’ use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

b. Notification of Changes Regarding Individual Permission. Covered Entity shall notify Uprise Health of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Uprise Health’ use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the change. Covered Entity shall obtain any consent or authorization that may be required by the HIPAA Privacy Rule, or applicable state law, prior to furnishing Uprise Health with PHI.

c. Notification of Restrictions to the Use or Disclosure of PHI. Covered Entity shall notify Uprise Health of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Uprise Health’ use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Uprise Health reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Uprise Health’ ability to perform its obligations under the Underlying Agreement or this BAA, the Parties shall mutually agree upon any necessary modification of Uprise Health’ obligations under such agreements.

d. Permissible Requests by Covered Entity. Covered Entity shall not request Uprise Health to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HIPAA Final Rule if done by Covered Entity, except as permitted pursuant to the provisions of Section 2 of this BAA.

5. Term and Termination.

a. Term. The term of this BAA shall commence as of the BAA Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Uprise Health, or created or received by Uprise Health on behalf of Covered Entity, is cleared or returned to Covered Entity or, if it is infeasible to return or clear PHI, protections are extended to such information, in accordance with Section 5(c).

b. Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this BAA, such Party shall provide written notice to the breaching Party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) days. Upon the expiration of such 30-day cure period, the non-breaching Party may terminate this BAA and, at its election, those portions of the Underlying Agreement that involve the disclosure of PHI to Business Associate, or if non-severable, the Underlying Agreement, if cure is not possible.

c. Effect of Termination.

(i) Except as provided in paragraph (ii) of this Section 5(c), upon termination of the Underlying Agreement or this BAA for any reason, Uprise Health shall return or destroy all PHI received from Covered Entity, or created or received by Uprise Health on behalf of Covered Entity, and shall retain no copies of the PHI.

(ii) If, based upon a reasonable determination by Uprise Health, it is infeasible for Uprise Health to return or destroy the PHI upon termination of the Underlying Agreement or this BAA, Uprise Health shall: (i) extend the protections of this BAA to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Uprise Health maintains such PHI.

(iii) For purposes of this Section 5(c), "destroy" or "destruction" shall be satisfied by "sanitization" performed in accordance with NIST Special Publication 800-88 Revision 1. All storage media used by Uprise Health for storage of PHI shall be sanitized in such manner upon decommissioning at the end of useful life, and no such media subject to such sanitization shall leave the possession of Uprise Health until such sanitization occurs.

6. Cooperation in Investigations. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

7. Indemnification. The Parties acknowledge and agree that the Underlying Agreement shall

set forth the Parties' respective indemnification obligations, including with respect to any and all losses, damages, deficiencies, judgments, settlements, interest, awards, penalties, fines, or other costs or expenses (including reasonable attorneys' fees) resulting from any claim, action, demand, lawsuit, arbitration, inquiry, proceeding, notices of violation, citation or investigation of any nature, including civil, criminal, administrative, regulatory or otherwise, whether at law, in equity, or otherwise, of a third party with respect to the subject matter of, or otherwise in connection with, this BAA.

8. Survival. The respective rights and obligations of Uprise Health under Section 5(c), Section 6, Section 7, and the statute of limitations in Section 10 of this BAA shall survive the termination of this BAA and the Underlying Agreement.

9. Effect of BAA. In the event of any inconsistency between the provisions of this BAA and the Underlying Agreement, the provisions of this BAA shall control with respect to protected health information. In the event of inconsistency between the provisions of this BAA and mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, or their interpretation by any court or regulatory agency with authority over Uprise Health or Covered Entity, such rule or interpretation shall control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of Uprise Health or Covered Entity that are embodied in terms of this BAA, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this BAA to give effect to such revised obligations. Where provisions of this BAA are different from those mandated in the Privacy Rule, the Security Rule, or the HIPAA Final Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this BAA shall control.

10. General. This BAA is governed by, and shall be construed in accordance with, the laws of the State that govern the Underlying Agreement. Any action relating to this BAA must be commenced within (1) one year after the date upon which the cause of action accrued. Covered Entity shall not assign this BAA without the prior written consent of Uprise Health, which shall not be unreasonably withheld. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. All notices relating to the Parties' legal rights and remedies under this BAA shall be provided in writing to a Party, shall be sent to its address set forth in the signature block below, or to such other address as may be designated by that Party by notice to the sending Party, and shall reference this BAA. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. Nothing in this BAA shall confer any right, remedy or obligation upon anyone other than Covered Entity and Uprise Health. This BAA is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter.

*Signature page follows*

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have duly executed this BAA as of the BAA Effective Date.

*COVERED ENTITY*

*UPRISE HEALTH*

**City of San Luis Employee Benefit Trust**

**Integrated Behavioral Health, Inc., d/b/a Uprise Health**

Address:

Notice: City of San Luis Employee Benefit Trust  
1090 E Union St  
P.O BOX 1170  
San Luis, Arizona 85349

Address:

Integrated Behavioral Health, Inc., d/b/a Uprise Health  
2 Park Plaza, Suite 1000  
Irvine, CA 92614  
Attention: Compliance

**City of San Luis Employee Benefit Trust**

By: \_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: \_\_\_\_\_

**Integrated Behavioral Health, Inc., d/b/a Uprise Health.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Notice to:*  
Uprise Health  
2 Park Plaza, Suite 1200  
Irvine, CA 92614  
Attention: Legal Department



# Nationwide Life Insurance Company

Home Office: Columbus, Ohio

## APPLICATION FOR STOP LOSS INSURANCE COVERAGE ("APPLICATION")

New     Renewal

Application is hereby made to **Nationwide Life Insurance Company** ("Company") for Aggregate and/or Specific Stop Loss Insurance. This Application must be accepted and approved by the Company prior to the Contract being in effect.

1. Full Legal name of Policyholder City of San Luis Employee Benefit Trust
2. Main contact at Policyholder Maria Sabori
3. Address 1090 East Union Street P.O. Box 1170
4. City, State, ZIP Code San Luis, AZ 85349
5. Subsidiary or affiliated companies (companies under common control through stock ownership, contract or otherwise with access to the Plan) that are to be included. List legal names and addresses of such companies.  
N/A
6. Other locations. Include city, state and ZIP code.  
N/A
7. Nature of Policyholder's Business  
9131: Executive and Legislative Offices, Combined  
 Corporation     Partnership     Proprietorship     Other \_\_\_\_\_
8. Has the Policyholder ever voluntarily applied for relief in the Bankruptcy Court?  
 Yes     No    If yes, explain  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Enter the full name of the Policyholder's Plan  
City of San Luis Employee Benefit Trust
10. Name and address of Policyholder's Third Party Administrator  
Personify Health Solutions, LLC  
621 Santa Fe Ave., Fresno, CA 93721
11. Name of Utilization Review Provider and/or Preferred Provider Organization(s).  
PPO = BCBS of Arizona (US Only) Siarmed (US and Mexico)  
UR = Healthcomp, LLC
12. Effective Date 07/01/2025

13. Total eligible Covered Persons \_\_\_\_\_ Estimated initial enrollment 334
14. Are retirees covered?  Yes  No
15. Deposit premium \$ \_\_\_\_\_
16. Policyholder's writing agent or broker Oscar Diaz of CBIZ Benefit & Insurance Services, Inc.  
 Social Security No. or Tax ID 31-1582098  
 Address 1765 East Skyline Drive, Tucson, AZ 85718
17. Where is the Stop Loss Contract and other correspondence to be mailed (name and address, if other than listed above)?  
Email to Bonnie Gough of Arizona Benefit Plans, Inc. - bonnieg@azben.com

**Persons to be covered under the Stop Loss Contract:** Covered Units who meet the eligibility requirements as set forth under the Policyholder's underlying Plan, except an individual or dependent who is listed in the Special Conditions and/or Limitations section of this Application or who is required to be disclosed in the Stop Loss Disclosure Statement - unless the individual is named on the Stop Loss disclosure statement and approved by the Company.

**SCHEDULE OF STOP LOSS**

Coverage under the Stop Loss Contract is applicable only during the Contract Period from 07/01/2025 to 07/01/2026, and is further subject to all the terms and conditions of the Contract, unless specified below.

**A. Aggregate Stop Loss**  **Yes**  **No**

Benefit Period: Eligible Plan Losses

Incurred from 07/01/2024 through 06/30/2026, and

Paid from 07/01/2025 through 06/30/2026

Losses Incurred prior to the Effective Date will be limited to n/a.

Coverages applying to Aggregate Stop Loss include:

- Medical
- Prescription Drug Card Program
- Dental Care
- Mail Order Prescription Drug Card Program
- Vision Care
- Weekly (Disability) Income
- Other \_\_\_\_\_

Aggregate Percentage Reimbursable 100%  
 (Excess of Annual Aggregate Attachment Point)

Monthly Aggregate Factors:

	Single	Family		
	\$521.14	\$1,855.54		

All coverages are combined for determination of Aggregate Stop Loss liability under the terms of the Contract.

Maximum Aggregate Benefit per Benefit Period \$1,000,000.  
(Excess of Annual Aggregate Attachment Point)

Maximum Plan Losses per person per Benefit Period \$100,000.

Minimum Annual Aggregate Attachment Point \$3,753,354.

Aggregate Premium per month:

Composite \$4.72

**B. Specific Stop Loss**     **Yes**     **No**

Benefit Period: Eligible Plan Losses

Incurred from 07/01/2024 through 06/30/2026, and

Paid from 07/01/2025 through 06/30/2026

Losses Incurred Prior to the Effective Date will be limited to n/a per person.

Coverage applying to Specific Stop Loss include (check all that apply):

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Medical | <input checked="" type="checkbox"/> Prescription Drug Card Program            |
| <input type="checkbox"/> Dental Care        | <input checked="" type="checkbox"/> Mail Order Prescription Drug Card Program |
| <input type="checkbox"/> Vision Care        | <input type="checkbox"/> Weekly (Disability) Income                           |
| <input type="checkbox"/> Other _____        |   |

Specific Deductible per person \$100,000.

Alternate Specific Deductible for the following persons.

Aggregating Specific Deductible amount \$50,000.

Specific Percentage Reimbursable (in excess of Deductible) 100%

Lifetime Maximum Specific Benefit \$ Unlimited  
(per person in excess of the Specific Deductible)

Specific Premium per month:

Single	<u>\$76.97</u>
Family	<u>\$268.55</u>

Minimum Annual Specific Premium n/a

**C. SPECIAL CONDITIONS AND/OR LIMITATIONS:**

- Actively At Work is waived for those claimants disclosed.
- Rates and factors shown above assume the current schedule of benefits.
- All documentation provided for Disclosure is on file with Ryan Specialty Benefits.

-Reimbursement of savings fees will be limited to 25% of net realized savings.  
 -Rx rebates will be reduced from all aggregate reimbursements, regardless of how the plan appropriates them.

-Plan Document Mirroring-The Company hereby agrees to accept as Eligible Claims Payments all Plan benefit(s) Paid by the Policyholder, provided that such benefits are:

1. Paid in accordance with the terms of the Plan,
2. Incurred and Paid within the Contract's Benefit Period,
3. Paid under a covered benefit provided by the Stop Loss Insurance Contract, as shown on the Schedule.

Written notice of any change to the Plan must be provided to the Company as shown in the Miscellaneous Provisions, Amendment to the Plan. All other terms and conditions of the Stop Loss Insurance Contract remain unchanged.

-This offer includes participation in the RSB Clinical Advisory Program. RSB Clinical Advisory is a claim and clinical oversight program that collaborates with the plan's contracted vendors to review and assess emerging and ongoing claims activities. It provides recommendations to the plan sponsor, in coordination with their broker, to help mitigate high-cost claims. The Plan Sponsor retains final decision authority whether to proceed with any recommendations made by the RSB Clinical Advisory team. This program is at no cost to the plan.

This is a Platinum Product.

- LCM Company: Healthcomp, LLC
- Pre-cert Company: Healthcomp, LLC
- Rx Company: Southern Scripts

**D. RIDERS ATTACHED TO AND MADE PART OF THE CONTRACT AT EFFECTIVE DATE OR AS OTHERWISE SPECIFIED:**

Advanced Funding Rider	<input checked="" type="radio"/> Yes <input type="radio"/> No	Effective Date: 07/01/2025	Premium: n/a
Monthly Aggregate Accommodation Rider	<input type="radio"/> Yes <input checked="" type="radio"/> No	Effective Date: n/a	Premium: n/a per Covered Unit per month
Aggregate Terminal Run-Out Rider	<input type="radio"/> Yes <input checked="" type="radio"/> No	Effective Date: n/a	Premium: n/a per Covered Unit per month
Specific Terminal Run-Out Rider	<input type="radio"/> Yes <input checked="" type="radio"/> No	Effective Date: n/a	Premium: n/a

**GENERAL CONDITIONS**

It is understood and agreed that the following conditions must be satisfied prior to the approval of this Application:

The Policyholder is financially sound, with sufficient capital and cash flow to accept the risks inherent in sponsoring the Plan;

The Third Party Administrator, if any, retained by the Policyholder will be considered the Policyholder's agent and not the Company's agent;

All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within thirty (30) days prior to the Effective Date;

The Company will evaluate the Policyholder's risk, and may require adjustments of rates, factors and or special limitations to accommodate for abnormal risks;

Premiums are not considered paid until the premium check is received by the Company and at the rates set forth in the Schedule of Stop Loss.

If the Policyholder has more than one business location, a representative of the Policyholder knowledgeable of the Covered Persons at each location has reviewed and completed the Stop Loss disclosure statement.

In making this Application, the Policyholder represents that such information accurately reflects the true facts and that the undersigned has authority to bind the Policyholder to the Contract. Accordingly, this Application, including the disclosure statement, will be a part of the Stop Loss Contract if accepted by the Company.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Dated at San Luis, AZ, this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Policyholder City of San Luis Employee Benefit Trust

Authorized Officer/Partner \_\_\_\_\_

Type or Print

Title \_\_\_\_\_

Signature \_\_\_\_\_

Tax ID # 32-0354479

Witness \_\_\_\_\_



## AGENDA ITEM REVIEW FORM

### Special Employee Benefit Trust Board Meeting

4. A.

**Meeting Date:** 06/24/2025

**Department Head:** Adela Cortez, Director Human Resources, Human Resources Department

**Submitted By:** Maria Barajas Gutierrez, Human Resources Coordinator, Human Resources Department

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#### ITEM:

Discussion and possible action to hold an executive session pursuant to A.R.S. § 38-431.03(A)(2), (3), and (4) on any and all matters regarding certain claims under the Employee Benefits Plans and discussion or consultation for legal advice with the City Attorney. **(Kay Marion Macuil, City Attorney)**

#### SUMMARY:

The City Attorney can properly advise the Council by holding an Executive Session for the purposes described in the agenda item.

#### RECOMMENDATION / SUGGESTED MOTION:

**I MOVE TO HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. §§ 38-431.03(A)(3) and (4).**

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