

RUN-OUT SERVICES AGREEMENT

This Run-Out Services Agreement (“Agreement”), effective for the period September 1, 2022 to August 31, 2023 is entered into by and between **WebTPA Employer Services, LLC** (“WebTPA”) and **Williamson County, Texas** (“WCT”) collectively referred to as the “Parties.”

- Employer sponsors a self-funded employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended (“Plan”). Employer offers a program of health care benefits under the Plan for its eligible employees and their dependents (collectively, “Participating Members”).
- Employer contracted with WebTPA to provide administrative services for the Plan pursuant to an Administrative Services Agreement dated October 1, 2010 (“ASA”).
- Either Employer or WebTPA has provided notice of their intent to terminate the ASA effective August 31, 2022 (the “Termination Date”).
- Employer has requested that WebTPA continue to process the claims of Participating Members that were incurred under the Plan on and prior to the Termination Date in accordance with this Agreement.

In consideration of the terms and covenants of this Agreement, the Parties agree:

The following sections of the ASA shall apply to this Agreement and remain in effect until August 31, 2023 1.1, 1.3, 1.6, 2.3, 2.11, 3.1, 4.2, 4.4, 4.6, and 4.7.

1. For claims incurred on and prior to the Termination Date (“Run-out Claims”), WebTPA shall perform run-out administration services for the fees indicated below. These fees are due to WebTPA by the 5th of the month for the prior month’s administration services.


ADMINISTRATION FEES	
Run-out Claims Administration 9/1/2022 – 8/31/2023	\$9.95 Per Claim
DATA EXTRACTS / REPORTING SERVICES	
Standard Data Extracts <ul style="list-style-type: none">• Accumulator File• Claims History File• Eligibility File	Two of each file included, then \$200.00 per additional file
Custom Data Extracts	\$2,500.00 per extract
Standard Reports <i>(Includes reports within current Client Reporting Package)</i> September 1, 2022 – December 31, 2022	Included

Standard Reports (<i>Includes reports within current Client Reporting Package</i>) January 1, 2023 – August 31, 2023	\$125.00 per hour
Customized Reports	\$125.00 per hour

2. This Agreement shall terminate at 11:59 PM on August 31, 2023 At that time, Employer agrees that WebTPA may de-identify any and all PHI and/or ePHI remaining in its possession received or created pursuant to the Agreement, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
3. Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date WCT receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by WCT in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of WCT's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IN WITNESS WHEREOF, The parties have executed this Agreement by the duly authorized signatures below.

WebTPA Employer Services, LLC

By: 
Name: Trent Hadley
Title: Chief Operating Officer
Date: 8/18/22

Williamson County, Texas

By: _____
Name: _____
Title: _____
Date: _____