HAMPSHIRE COUNTY GROUP INSURANCE TRUST

Executive Committee

Meeting Notice and Agenda September 25, 2019 9:00 A.M.

98 King Street, Northampton, MA 01060

Call to Order	RK
Approval of Minutes of June, 2019	RK
Financial Report (Vote) Month of August, 2019 Income & Expenses & Operating Expenses For Trust and Wellness Initiative	JS
Wellness Update	MK
Annual Elections	JS
2020 Meeting Calendar	JS
2018 and 2019 Audits	JS
HCG/HCGIT Updates	JS
Birth Certificates, Worcester County	DF
Rx Consultation Contract (vote)	JS
Personnel Policy Discussion (vote)	JS
2020 Medex Rate (vote)	JS
Adjournment	RK

Meeting Schedule

Insurance Advisory Committee – October 9, 2019, 10:00 a.m., Deerfield Town Hall Executive Committee – November 20, 2019, 9:00 a.m., 98 King Street Executive Committee – December 18, 2019, 9:00 a.m., 98 King Street



98 KING STREET NORTHAMPTON, MA 01060

TO: All Trust Member Units

RE: Minutes of June 26, 2019

Executive Committee Meeting

HCGIT Office

MEMBERS PRESENT:

Russ Kaubris

Lisa Banner

Michael Sullivan

Deb Kuhn

Denise Cashin

Lisa Blackmer

OTHERS PRESENT:

Joseph Shea

Michele Komosa

Karen Karowski

Cynthia Smith

CALL TO ORDER

Chairman Russ Kaubris called the meeting to order at 9:07 a.m. with a quorum present.

APPROVAL OF MINUTES

A motion to accept the minutes of May 15, 2019 was made by Michael Sullivan seconded by Lisa Banner and passed unanimously.

FINANCIAL REPORT

Financial Report

Karen presented the Financial Report for the month of May reflecting a starting balance of \$9,836,170.60 with a total monthly income received of \$6,037,212.50 and monthly expenses of \$6,037,864.42 with a total net monthly income of (\$651.92) and an ending month balance of \$9,835,518.68 with accounts receivable of \$250,390.30 leaving a total of \$34,878,626.31.

Investments and CD's for May 2019

Karen also reported that the investments portfolio value was \$10,770,795.08 with a market change of (\$278,909.74) leaving a total of \$10,491,885.34. Karen also reported a starting balance in CD's of \$9,737,731.68, with interest earned of \$19,103.65, leaving a balance of \$9,756,835.33.

A motion to accept the Financial Report as written was made by Michael Sullivan, and seconded by Lisa Blackmer. The motion passed unanimously.

WELLNESS UPDATE

Michele gave an update on the Wellness Initiative program:

- Mini Grants Final reports are being reviewed as the FY19 mini grants come to a close. New mini grants will begin July 1st.
- AHealthyMe The campaign for FY19 is wrapping up. All subscribers that earned 100 points will be mailed a gift card in July. The new campaign will begin July 1st for FY20 and will have some new features to earn points including community involvement (relay for life, donating blood, etc) and the diabetes care value program. Michele stated we are up to 385 users.
- BCBS Wellness Credits Michele is still waiting to hear from BCBS if we will be awarded new wellness credits effective July 1st to use over the next year.

For more information on any wellness programs contact Michele Komosa by phone at 413-584-1300 ext 173 or email at mkomosa@hampshirecog.org.

OPEN ENROLLMENT

Karen stated open enrollment was very busy this year and there was an increase in people changing to the PPO plan. We also had 11 new enrollments from the addition of the Town of Chester.

AUDIT FY18

Joe stated the auditors were in today to perform the FY18 audit for the Trust. They will return again in a couple months to do the FY19 audit as well.

REINSURANCE & RENEWAL UPDATE

Joe stated out of 22 carriers, only 2 elected to propose a quote for the Trust for FY20. Joe stated BCBS provided a couple competitive options and the current carrier, Gerber came in significantly lower than last year for a renewal. This was followed by some discussion.

Michael Sullivan made a motion to continue with Gerber for reinsurance for FY20. This was seconded by Lisa Blackmer and passed unanimously.

BENEFIT CHANGE SAVINGS/MITIGATION UNIT UPDATES

Joe stated there were many units that did nothing with Section 21-22, and the MTA has been trying to push for a larger payback from them. Joe also explained some units didn't even notify their employees of the benefits changes at all. One unit in particular sent Joe an email requesting a special 24 hour open enrollment for their employees now that they are aware of the benefits changes. This was followed by some discussion.

Michael Sullivan made a motion that the Trust policy stands and to not allow a special open enrollment period to this unit. This was seconded by Lisa Banner and passed unanimously.

DRAFT BUDGET DISCUSSIONS

Joe provided a draft of the budget for FY20 showing increases to contributory retirement, parking, legal, and IT services as part of our ongoing separation from the HCOG. As Joe's draft had modest increases, there was discussion about funding a new line item to include HCOG contingency funds in case something more than what was budgeted is required. There was also discussion about internal items such as adjustments to the personnel policy, implementing a

salary schedule and giving bonuses to Trust employees. This was followed by further conversation.

Michael Sullivan made a motion to include 2 additional line items to the budget, one for HCOG Contingencies of \$20,000 and one for Salary Contingencies for \$10,000. This was seconded by Lisa Blackmer and passed unanimously.

HCG/HCGIT UPDATES

Joe stated he has hit a few roadblocks in moving forward with the separation from the HCOG. At the HCOG's meeting in May, Joe was informed that the attorneys for the Trust and HCOG would have to figure out an agreement for separation including holding the HCOG harmless in our release. Joe also attempted discussions with Paragus IT to move our information and server to our location. This took over a month and in the end we were informed that Paragus was too busy to handle this move and we would need a new vendor to do so, or the server including all HCOG and Trust information, could be moved to the Paragus location as it is and everyone would still be able to have remote access to it for continued operations.

Joe reported that he has already completed a list of items to begin our separation including contacting vendors for accounting/payroll services, transferring the names and signors on accounts, and renewing the current location lease for two more years. Joe has a punch list of items to begin taking care of once we are formally separated.

Joe explained the HCOG's current plan is to remain operating thru September 1st as they continue winding down. They have already found homes for some departments and are continuing to work on finding homes for others. It's possible there will be a few layoffs as well in the meantime.

Joe stated under the Trust agreement, if the HCOG insurance bill is not paid then all subscribers will be cancelled. Should that happen, the HCOG has a deposit on file with the Trust but Joe said it will not be enough to cover the premiums that would be owed and additional claim runoff.

SALARY SCALE

Joe stated he is working on implementing a salary schedule for Trust employees per the EC request. He explained he has not had a chance to complete this yet as much of his time has been occupied working on our impending separation from the HCOG. Joe stated he will continue working on this and present it at the next EC meeting.

EXECUTIVE SESSION APPROVAL OF MINUTES

Joe asked if members believed it was time to vote to approve the minutes from the executive session held on March 20, 2019.

Michael Sullivan made a motion to accept the Executive Session minutes from March 20, 2019. This was seconded by Lisa Banner and passed with 5 yes and one abstention.

VACATION TIME ROLLOVER/PERSONNEL HANDBOOK

Joe stated the Trust currently follows the HCOG's personnel policies. Currently staff can only rollover a maximum of 2 weeks of vacation time. Joe stated this year he has more than two weeks of vacation that he'd like to rollover.

On a motion by Michael Sullivan, seconded by Lisa Banner, it was voted to allow the Trust Executive Director and staff to rollover additional unused vacation time from FY19 to FY20 beyond the two week rollover policy, as long as the additional time is used by September 30, 2019. This passed unanimously.

Joe also explained when we separate from the HCOG, he'd like to have the personnel policies regarding sick time adjusted as the current calculation for earning sick time is difficult to follow. It was suggested that all time (personal, vacation and sick) be fully given to employees on July 1st each year for use to avoid worrying about accrual calculations thru the year.

NEW BUSINESS

There was no new business to report at this time.

ADJOURNMENT

On a motion by Michael Sullivan and seconded by Lisa Blackmer, the meeting was adjourned at

Respectfully submitted, Cynthia Smith

Meeting Schedule

Insurance Advisory Committee - July 17, 2019, 10:00 a.m., Deerfield Town Hall Executive Committee - September 25, 2019, 9:00 a.m., 98 King St, Northampton Insurance Advisory Committee - October 9, 2019, 10:00 a.m., Deerfield Town Hall

HAMPSHIRE COUNTY GROUP INSURANCE TRUST

FISCAL YEAR 2019 OPERATING EXPENSES (July 1, 2018 to June 30, 2019)

FY-2020	NOV DEC 14N SEED 1818	JUNE APR MAY JUNE	46,741.64		3				87,658 73		10.718 92			145,119.29	The state of the s				2.460.00			1,365,00	206.27	140.10	28.99	150.00		46.84		12,257.00		100.00			64.96	
	AUG SEPT OCT	23,952.04								0000	3,063,00		29.035.04					1 238 00	00:003/4			700 34	56.47		150		46.84		357.00		100	707		27.84	10.12	2,668.49
	JULY	22,789.60						87 659 72	67.0007.0	5 635 03	26:00010		116,084.25					1.230.00			1,365.00	205.93	83.63	28.99					11,900.00					37.12		14,850.67 2,0
FY2020 Budgeted	7/1/19-6/30/20	335,000.00	575.00				5.000.00	88.000.00		40 000 00	320.00		468,895.00		FY2020	Budgeted 7/1/19_6/20/20	200000000000000000000000000000000000000	15,000.00	1,200,00	12,000.00	32,000.00	3,600.00	200.00	2,500.00	200.00	100.00	3,500.00		25,000.00		1,250.00		500.00	3,000.00	4,000.00	104,650.00 1
		314	400.00	W.		3	4,366.45	80,566.50	ý	37,943.52	255.60		437,572.70			<u></u>		14,430.00	1,500,00	2,152.00	17,827.50	2,429.43	538.00	1,485.51	18.48	100.00	2,605.80	ř.	19,257.08	436.96	550.00			706.77	205.40	64,242.93 10
FY-2019 Budgeted	7/1/18-6/30/19	315,000.00	5/5.00	ų			5,500.00	80,000.00		49,860.00	320.00		451,255.00		FY-2019	511/18-6/30/19	12,500.00	14,400.00	300.00	10,000.00	10,000.00	3,600.00	500.00	1,500.00	500.00		3,750.00		25,000.00		850.00	2,400.00	1,000.00	3,000.00	4,000.00	93,300.00
CODE ITEMS	San	_	-	_		481 FICA (D62)	5186 MED TAX (.D145)	S181 CONTRIBUTORY RET.	5189 EMP. ASST. PROG. EAP	5184 HEALTH INSURANCE	5185 LIFE INSURANCE	5189 UNEMP HEALTH INS TAX	TOT. WAGES & BENEFITS	TEM MINOS	CODE ITEMS		5300 ADM. CONT. SERVCES (FSAPF)	Rent	Parking	S305 ADM. CONT. SERVICES (Aud.)	_	5340 TELEPNONEANTERNET	_					_	_	\neg		- 1			S188 UTILITIES	

439.90 439.90 163,078.35

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							439.90	439.90	32 143 43
								e.	130.934.92
FY2020 Budgeted	7/1/19-6/30/20	20,000,00	00000	200 00	200.00	18 000 00	40 500 00	00:000:01	614,045.00
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FY-2019 Budgeted	7/1/18-6/30/19	1,000.00			1	10,000,00	11,000.00		555,555.00
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ITEM BUDGET CODE ITEMS	I.T.	COMPUTER HARDWARE	COMPUTER SOFTWARE	COMPUTER SUPPLIES	DESK TOP PCs	MISC PROF & TECH SERV.**	TOTAL DATA PROCESSING		TOTALS
ITEM		0005	5420	5420	2850	2300			

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INCOME AND EXPENSE REPORT

ITEMS	AUGUST	SEPT	OCT	NOV	DEC	IAM	מנונס	A 4 8 8				2019	*2
Starting Cash Balance	\$6,528,665,56	\$6 020 587 64	SR 350 550 70	L		⊥.	משב	MAK	APR	MAY	JUNE	JULY	AUGUS
Adjustments				//.cna,1co,1e	\$8,273,846.10	\$8,389,069.77	\$8,917,731.75	\$9,139,968.78	\$9,809,941.83	3 \$9,836,170.60	\$9,835,518.68	\$5,924,467.48	\$9,494,65
Total Starting Balance	\$6,528,665,56	\$6 020 587 64	SE 350 EE0 70	L		\perp							
MONTHLY INCOME		1		//.cna,!co,/e	\$8,273,846.10	\$8,389,069.77	\$8,917,731.75	\$9,139,968.78	\$9,809,941.83	\$9,836,170.60	\$9,835,518.68	\$5,924,467.48	\$9,494,65
Total Premium Collected	5,257,563,01	5 796 704 10	200 000										
Interest locates (Municipal	1 1 1 1 1 1	0, 40, 00, 10	0,480,000.25	6,000,688.16	5,691,212.39	6,077,920.61	5,785,571.98	6,242,875.41	5,712,566.76	6,033,505,92	1717 380 76	Q 278 REE 11	000
Town)	2,477.15	2,432.15	3,081.00	2,984.67	3,540.06	3,443.89	3,187,16	3.512.55	A 047 ED	L		2,000,025,0	0,939,633
Other Income or Adjustments			(50,000.00)				44 770 00		J. 3FO, F	3,700.38	3,482.24	4,160.61	3,527.
BCBS SR Premium Collected							14,772.00						12,049.
TOTAL MONTHLY INCOME	5,260,040.16	5,799,136.25	6.449 637 25	6 003 672 83	E 604 750 45								
MONTHLY EXPENSES				2,00,012.00	3,034,732.43	6,081,364.50	5,803,531.14	6,246,387.96	5,716,614.26	6,037,212.50	1,720,863.00	9,283,026.72	6,955,210.
BCBS Admin Cost (estimate)													
Glaim Denoeit	2000000												
1100	00.000,000,0	00.000,000,6	5,000,000.00	4,999,002.21	5,000,000.00	5,000,000.00	5.000,000,00	5 000 000 00	5 000 000 00	200000			
Reinsurance (Ind.&Agg.)	210,749.16		106,003.46	106.576.21	106 517 57	106 149 49	20.000	2000000	2,000,000,0	00.000,000,6	00.000,000,0	5,000,000.00	5,000,000.0
BCBS Settlement			(647 035 12)		0.000	100,143.43	105,891.95	105,985.68	105,992.62	105,769.68	105,662.07	126,571.40	126,103.5
Recon adjust w/Finance										427,485.79		(44,374.19)	1,374,177,8
BCBS Sr Premium Paid													
Other Exp. & Claim Settlement	799 407 70												
11121 1	400,181.12	439,555.96	446,632.18	446,085.51	443,313.26	443,535.56	470,861.24	464 477 30	471 188 05	470 944 97			
lotal Flan Expenses	5,643,946.88	5,439,555.96	4,905,600.52	5,551,663.93	5,549,830.83	5 549 678 99	E 578 759 40	00000	20.00	1071107	407,008.42	499,707.48	478,806.3
Total Unit Operating Expenses	124,171.20	29,608.23	42,990.66	29 768 57	29 697 05	00.0000	2,010,100.19	3,370,46Z.98	5,577,179.57	6,005,567.34	5,572,670.49	5,581,904.69	6,979,087.5
TOTAL MONTHLY EXPENSES	5,768,118.08	5,469,164.19	4.948.591.18	5 581 432 50	E 570 570 70	3,023.33	+	5,951.93	113,205.92	32,297.08	59,243.71	130,934.92	32,143.4
TOTAL NET MONTHLY INCOME	(508.077.92)	379 972 DB	1 504 046 07	00.201,100,0	0,076,9,040,10	2,552,702.52	5,581,294.11	5,576,414.91	5,690,385.49	6,037,864.42	5,631,914.20	5,712,839.61	7.011.230.9.
RAI ANCE	/	050,012.00	1,301,040.07	422,240.33	115,223.67	528,661.98	222,237.03	669,973.05	26,228.77	(651.92)	(3 911 051 20)	_	2 000 01/
BALANCE										/	(07:100'110'0)	3,370,107.11	(56,020.5)
Cash Balance	6,020,587.64	6,350,559.70	7,851,605.77	8,273,846,10	8 389 069 77	8 017 721 75	\bot	_					
Adjustments						2	9,139,300.70	9,809,941.83	9,836,170.60	9,835,518.68	5,924,467.48	9,494,654.59 9	9,438,634.0;
ENDING MONTHLY BALANCE	6,020,587.64	6,350,559.70	7,851,605.77	8,273,846.10	8,389,069.77	8.917.731.75	9 139 968 78	0 800 044 00	0000				
							4		9,636,170.60	9,835,518.68	5,924,467.48	9,494,654.59 9	9,438,634.03

HAMPSHIRE COUNTY GROUP INSURANCE TRUST

Fund And Investment Information

FUNDS	AUGUST	SEPT	100	À		-			4				ij.
Post Employee Ben. S.B.	S.B. 66,399.34	34 65.694.82		\perp	1	JAN	FEB	MAR	APR	MAV	FIATI		
Funding				30 114,285.78	78 113,581.26	26 112,876.74	74 112,876.74	74 112,876.74	-	-	_	_	AUGUS
Expenses	704.52	52 704 52	8							_	4 112,876.74	112,876.74	112,87
Total	65 604 82	3	1	704.52	52 704.52	52							81(
	0,00	54,990.30	30 114,285.78	113,581.26	26 112,876.74	74 112,876.74	74 112,876,74	4 112,876.74	74 112 876 74	_		1	1,420
Accurued Vac & Sick Time	Time 31,317.96	6 3131796	\downarrow	_					_	112,6/6./4	4 112,876.74	112,876.74	112,267
ілсоте			08:315,15	31,317.96	31,317.96	8 31,317.96	31,317.96	6 31,317.96	31,317.96	31 317 96		1	
Expenses											01,517.80	31,317.96	31,317
Total	31,317.96	31,317.96	31 317 96										
				01,517.80	31,317.96	31,317.96	8 31,317.96	31,317.96	31,317.96	31,317,96	31 317 06	2000	
Member Deposits	4,173,665.34	4,196,507.01	1 4.219.348 68	3 4 242 400 25	+	-						31,317.96	31,317.
Deposits	22,841.67	22,841.67	 	1	4	4,2	9 4,310,715.36	4,331,277.03	3 4,354,118.70	4.376.960.37	4 300 004 00		
Total Member Deposits	4,196,507.01	4,2	CA	-	+	22,841.67	20,561.67	22,841.67		_	—	4,399,801.96	4,403,551.
Investments		-	1	4,265,032.02	4,287,873.69	4,310,715.36	4,331,277.03	4.354.118 70	4.2	+	_	3,750.00	1,875.1
CD's	0 617 396 63	+						_		4,399,801.96	4,399,801.96	4,403,551.96	4,405,426.9
i de de	2,011,200.32	9,626,347.23	9,634,539,42	9,645,222.84	9,655,196.71	9 665 605 25	_	1	1				
lisoden						0.000	9/180'500'6	9,700,249.59	9,718,051.76	9,737,731.68	9,756,835.33	9.774 124 19	0 704 500 5
Interest	9,060.71	8,192.19	10.683 42	0 070 07								2	9,7 94,330.5
Balance	9,626,347,23	9 634 539 42	-		10,408.54	17,486.51	17,157.83	17,802.17	19 679 92	10 404 04			
		VI.00011.0010	9,040,222.84	9,655,196.71	9,665,605.25	9,683,091.76	9,700,249.59	9,718,051.76	9.737 731 68	0 756 935 22	17,288.86	20,412.34	18,595.5
Portfolio Value	10.433 709 26	10 405 070 00							200	3,730,030,33	9,774,124.19	9,794,536.53	9,813,132.0
Deposit		1	10,444,012.83	10,091,718.72	10,184,102.07	9,798,355.68	10,235,783.33	10 420 080 27	-				
Interest	00 020 00							12,000,021,0	10,570,425.45	10,770,795.08	10,491,885.34	10,886,293.66	10,977,153.6;
Market Change	02,270.35	(51,966.79)	(352,294.11)	92,383.35	(385,746.39)	437,427.65	184,296.94	150.345 18	200 380 62				
Total	10,495,979.62	10 444 012 83	20000						20,503,003	(278,909.74)	394,408.32	90,859.97	(34,042.19
		20.210,111,00	10,091,718.72	10,184,102.07	9,798,355.68	10,235,783.33	10,420,080.27	10,570,425.45	10,770,795.08	10,491,885,34	10 886 203 66 4		
Accounts Receivable	826,330.02	984,823.05	379 640 96	0000000						-		10,977,153.63 10	10,943,111.44
				303,300.46	519,839.85	353,495.58	367,757.29	120,943.59	373,092.42	250,390.30	4.545 619 76	1 240 447 44	
Total With Accounts Receivable	31,262,764.30	31,729,591.94	32,355,982.38	32 832 442 Eo							_	1,444	252,880.33
			_		32,604,938.94	33,645,012.48	34,103,527.66	34,717,676.03	35,238,944.85	34,878,626.31	35,674,501.75 36	36,054,508.85 34	34,996,770.29

TRANSACTION REPORT JULY FY-20

2019		NCE GENERAL FUND			\$	9,494,654
	WAR#	TRANSACTION	A /D D ====			
AUG		PEOPLE'S UNITED	A/P DEBIT	A/R CREDIT		
1		BLUE CROSS BLUE SHIELD				
1		GERBER LIFE/STOP LOSS (AUG)	6,374,177.84		\$	3,120,476
1		BR FOX/CANARX	126,103.32		\$	2,994,373.
1		PEOPLE'S UNITED	33,777.22		\$	1 - 1,0,0,
1		PEOPLE'S UNITED		66,809.		3,027,406.
1		PEOPLE'S UNITED		171,967.		3,199,374.
2		DEODI EIG HILL		572,368.6		
5		PEOPLE'S UNITED		269,736.0		3,771,742.
5		PEOPLE'S UNITED		148,020.2		4,041,478.
8		PEOPLE'S UNITED		11,514.6		4,189,499.
16		PEOPLE'S UNITED		355.0		4,201,013.0
19		PEOPLE'S UNITED		83,361.0		4,201,368.6
20		PEOPLE'S UNITED				4,284,729.
		PEOPLE'S UNITED		67,867.2		4,352,596.9
21		PEOPLE'S UNITED		19,345.8		4,371,942.8
21		PEOPLE'S UNITED		674,314.0		5,046,256.8
21		PEOPLE'S UNITED		178,553.5		5,224,810.4
21		BLUE MEDICARE RX (JULY)	14E 000 40	54,848.5		5,279,658.9
22		PEOPLE'S UNITED	445,029.13		\$	4,834,629.8
22		PEOPLE'S UNITED		165,513.5	2 \$	5,000,143.3
22		PEOPLE'S UNITED		146,144.8	3 \$	5,146,288.1
22		PEOPLE'S UNITED		3,096.2	2 \$	5,149,384.3
22		PEOPLE'S UNITED		574,763.56		5,724,147.9
22		PEOPLE'S UNITED		53,350.64		5,777,498.5
22		PEOPLE'S UNITED		14,936.57		5,792,435.1
23		PEOPLE'S UNITED		159,604.75		5,952,039.9
23		PEOPLE'S UNITED		57,975.14		6,010,015.0
26		PEOPLE'S UNITED		61,194.48		
26		EOPLE'S UNITED		238,508.89		6,071,209.5
26		EOPLE'S UNITED		692,158.16		6,309,718.42
26		EOPLE'S UNITED		5,820.46		7,001,876.58
27		EOPLE'S UNITED		23,020.48		7,007,697.04
		EOPLE'S UNITED				7,030,717.52
28		EOPLE'S UNITED		151,690.36		7,182,407.88
28		EOPLE'S UNITED		261,935.99	_	7,444,343.87
29		EOPLE'S UNITED		121,414.84		7,565,758.71
29	H	CR PMT REC'D IN ERROR		801,269.15		8,367,027.86
9	P	EOPLE'S UNITED		12,049.44		8,379,077.30
10	PI	EOPLE'S UNITED		10,012.74	\$	8,389,090.04
0	PI	EOPLE'S UNITED		352,864.00	\$	8,741,954.04
0	PI	OPLE'S UNITED		596,873.11	\$	9,338,827.15
0	PE	EOPLE'S UNITED		115,170.58	\$	9,453,997.73
1		YROLL - AUG	00.005.01	13,252.22	\$	9,467,249.95
1		CCOUNTS PAYABLE - AUG	29,035.04		\$	9,438,214.91
1	IN	TEREST	3,108.39		\$	9,435,106.52
¥ ,1		MEMBER UNIT DEPOSITS ON HAND		3,527.51	\$	9,438,634.03
IG		DEFOSITS ON HAND				
0	TO	WN OF CHESTER	Starting Balance>>	>>>>>>>>>	\$	4,403,551.96
		OF OFFICER		1,875.00	\$	4,405,426.96
		The Late			\$	4,405,426.96
- 1		Total			\$	4,405,426.96
G	Da	PEOPLE'S UNITED			· ·	7,700,440.96
-	FO	st Employee Benefits Fund	Starting Balance>>>	>>>>>>	\$	110 070 74
_	Ke	tiree Health & Life Ins.	1,420.00	810.76	\$	112,876.74
		Total		010.70		112,267.50
		PEOPLE'S UNITED			\$	112,267.50

	Accrued Vacation & Sick Time Fund	Starting Balance>>	>>>>>>>>>	\$ 31,317.96
31	Total			\$ 31,317.96
	INVESTMENTS			\$ 31,317.96
AUG	CD-(Florence Savings-15 mos.2.30%)			
31	CD-Interest (renewed 1/2/2019)			\$ 3,328,422.10
31	Total		6,237.37	\$ 3,334,659.47
	· otta			\$ 3,334,659.47
AUG	CD-Easthampton Savings			
31	12 mos. @2.35%			\$ 6,466,114.43
31	12 mos. @2.4%		2,087.13	\$ 6,468,201.56
31	12 mos. @2.4%		6,401.03	\$ 6,474,602.59
31	12 mos. @2.0%		2,107.52	\$ 6,476,710.11
	Total		1,762.49	\$ 6,478,472.60
				\$ 6,478,472.60
AUG	Portfolio Value AUG 1, 2019			
	Additional Investment			\$ 10,977,153.63
31	Investment Earnings/Loss	24.040.40		\$ 10,977,153.63
	Total	34,042.19		\$ 10,943,111.44
				\$ 34,743,889,96

MONTHLY ACCOUNT	3 KELE	VABLE
IAMPSHIRE COUNTY GROUP INSUR	RANCE TRUST	
FOR SEPTEMBER 2019 PREMIUMS		
AS OF AUGUST 31,2019		TO AVOID LATE ASSESSMENT FEE
SEPTEMBER PREMIUMS NOT PAID		INVOICE MUST BE PAID BEFORE:
		September 5, 2019
ADLEY		
HFD #1	171,986.37	
HARLEMONT	72,895.46	
INICELIVION	7,998.50	
\$	252,880.33	

Claim	P	ayments -	- April	201	1 To Pres	ent				
		CLAIMS	•		MOUNT PAID			VADIANOS		
2016 Jar	1	\$ 6,317,629.42	Α	9				VARIANCE	CUIV	IULATIVE VAR.
Feb		\$ 3,854,196.01	A	\$	14. 1,000.00	A		\$ 1,742,829.42	\$	(26,151.01)
March		\$ 4,528,228.12	Α	\$		A		\$ (720,603.99)	\$	(746,755.00)
April		\$ 6,205,953.06	A	\$		A		\$ (46,571.88)	\$	(793,326.88)
May		\$ 4,546,836.43	Α	\$		A	9		\$	565,526.18
June		\$ 4,037,263.44	A	\$	4,568,600.00	Α	\$		\$	543,762.61
July		\$ 5,044,390.85	Α	\$	4,568,600.00	A			\$	12,426.05
August		\$ 4,615,270.49	Α	\$	4,568,600.00	A	\$		\$	488,216.90
Septembe	r	\$ 5,393,378.34	Α	\$	4,568,600.00	A	\$		\$	534,887.39
October		\$ 3,213,342.52	Α	\$	4,568,600.00	A	\$,	\$	1,359,665.73
November		3,769,413.70	A	\$		A	\$		\$	4,408.25
December	. (5,412,781.89	A	\$	4,568,600.00	A	\$		\$	(794,778.05)
2017 Jan	9		A	\$	4,568,600.00	Α	\$		\$	49,403.84
February	5		A	\$	4,614,300.00	Α	\$		\$	(195,437.06)
March	\$		A		4,614,300.00	Α	\$	(390,266.12)	\$	(585,703.18)
April	\$		A	\$	4,614,300.00	Α	\$	811,312.68	\$	225,609.50
May	\$		A	\$	4,614,300.00	Α	\$	(676,956.22)	\$	(451,346.72)
June	\$		A	\$	4,614,300.00	Α	\$	(164,853.98)	\$	(616,200.70)
July	\$		A.	\$	4,614,300.00	Α	\$	534,911.18	\$	(81,289.52)
Aug	\$	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		\$	4,614,300.00	Α	\$	232,601.35	\$	151,311.83
Sept	\$	7	A	\$	4,614,300.00	Α	\$	460,829.47	\$	612,141.30
Oct	\$	-11.00.14	A	\$	4,614,300.00	Α	\$	478,890.74	\$	1,091,032.04
Nov	\$	4,834,990.20	A	\$	4,614,300.00	A	\$	(1,507,260.79)	\$	(416,228.75)
Dec	\$		A	\$	4,614,300.00	Α .	\$	220,690.20	\$	(195,538.55)
2018 Jan	\$	4,286,736.71	A	\$	4,614,300.00	Α	\$	545,244.72	\$	349,706.17
Feb	\$	4,849,271.14	Α	\$	4,635,000.00	A	\$	(348,263.29)	\$	1,442.88
Mar	\$	5,402,471.81	A	\$	4,614,300.00	Α	\$	234,971.14	\$	236,414.02
April	\$	3,320,986.14	A	\$	4,635,000.00	A	\$	767,471.81	\$	1,003,885.83
May	\$	4,842,441.31	Α	\$	5,000,000.00	Α	\$	(1,679,013.86)	\$	(675,128.03)
June	\$	5,185,651.60	A	\$	5,000,000.00	Α	\$	(157,558.69)	\$	(832,686.72)
July	\$	4,422,144.08	Α	\$	5,000,000.00	Α	\$	185,651.60	\$	(647,035.12)
August	\$	5,849,127.14	A	\$	5,000,000.00	Α	\$	(577,855.92)	\$	(1,224,891.04)
September	\$	4,241,277.55	A	\$	5,000,000.00	Α	\$	849,127.14	\$	(375,763.90)
October	\$	5,696,290,48	A	\$	5,000,000.00	Α	\$	(758,722.45)	\$ \$	(1,134,486.35)
November	\$	5,837,423.17	A	\$	5,000,000.00	Α	\$	696,290.48	\$	(438,195.87)
December	\$		Α		5,000,000.00	Α	\$	837,423.17	\$	399,227.30
January	\$	4,350,290.11	Α		5,000,000.00	Α	\$	(649,709.89)	\$	(250,482.59)
February		4,743,800.39	A		5,000,000.00	Α	\$	(256,199.61)	\$	(506,682.20)
March	\$	4,992,711.55	Α		5,000,000.00	Α	\$	(7,288.45)	\$	(513,970.65)
April	\$	6,002,513.39	Α		5,000,000.00	Α	\$	1,002,513.39	\$	488,542.74
May	\$	4,691,042.28	Α		5,000,000.00	Α	\$	(308,957.72)	\$	179,585.02
	\$	5,951,683.60	Α	\$	5,000,000.00	Α	\$	951,683.60	\$	1,131,268.62
June	\$	5,242,909.22			5,000,000.00		\$	242,909.22	\$	1,374,177.84
July	\$	3,462,952.74			5,000,000.00		\$ ((1,537,047.26)	\$	(162,869.42)
August	\$	5,939,797.85		\$ 5	5,000,000.00		\$	939,797.85	\$	776,928.43
September										110,040,40

P = Acturial Projection of Claims or Anticipated Payments,

A = Actual Info.

E = Estimate based on some actual information

Hampshire County Group Insurance Trust IY-2019-2020 Plan Count

0001 356 356 584 1485 685 685 681 1757 1230 737 1275 3242	188 238 426 108 120 228 296 296 654 654 1201 2430
SEPT 539 364 576 1479 680 394 680 1754 1219 758 12156 3333 3333	179 240 419 106 115 221 221 285 355 640 1200 2430 6333
AUGUST 539 362 362 375 1476 683 402 683 1722 764 1258 3244	181 244 425 109 116 225 225 290 360 650 650 650
JULY 541 365 577 1483 686 409 679 1774 1127 774	181 247 428 112 113 113 225 293 360 653 1183 1 1 1183 1 2403 2 263 653
JUNE 539 345 562 1446 697 401 1770 1736 746 1234 3216	178 251 429 106 110 216 284 361 11208 1177 11208 12385 2385 6246 66
MAY 541 541 541 541 541 541 541 541 541 541	177 252 429 429 103 110 280 280 362 642 1201 1173 1 2374 2
APR 533 343 343 569 1445 701 402 677 1780 1780 1234 735	176 252 428 428 103 110 213 279 362 641 1201 1172 1172 1172 1172 1172 2373 2373 237
MAR 527 345 345 567 1439 703 404 677 11230 1230 1244	252 429 429 103 103 212 280 361 641 641 1170 1 1170 1 1170 2358 2358 2358
FEB 534 347 564 1445 700 401 677 1234 748 1234 1234 3323	251 428 105 105 109 214 282 360 642 642 1168 1 1168 1 2368 2368 2368 2368 2368 2368 2368 2368
2019 JAN 529 351 354 1444 699 402 681 1782 1228 753 3226	251 430 104 109 109 213 213 283 360 643 1160 1160 1160 1160 1160 1160
DEC 523 352 568 1443 691 691 1779 1779 1214 759 1214 759	180 254 434 103 112 215 283 366 649 1197 1151 2348
517 353 572 1442 684 684 681 1775 1201 763 3217	179 254 433 101 112 213 280 366 646 646 1195 2340
0CT 514 350 571 1435 676 676 678 1190 1190 763 1249 3202	177 250 427 99 110 209 209 209 360 636 1142 1142 2329
SEP 510 342 561 1413 674 410 680 1764 1184 752 1241 3177	180 251 431 96 111 207 207 207 208 362 638 1185 11185 2317
AUG 516 346 346 1422 683 415 677 1775 1199 761 1337	180 254 434 100 111 280 365 645 645 1178 1131 2309
JUL 524 350 562 1436 681 416 681 1785 1212 766 766	259 440 100 100 113 213 281 372 653 653 1116 2277
JUN 332 238 291 841 904 527 2365 11236 1125 1125 1225 3206 3306	162 254 416 1134 1125 226 379 675 675 676 677
MAY 336 220 290 846 908 530 936 2374 1244 1244 1226	162 256 418 418 135 280 297 297 287 381 678 678 678
APR 333 220 295 848 931 527 527 527 1244 747 747 723	163 256 419 419 135 126 281 282 880 880 680
MAR 330 209 205 295 834 914 528 934 1244 737 1229 3210	162 257 419 1135 126 261 261 260 680 680 680 680
	255 255 255 261 261 267 267 267 287 284 681 681 681 681 681
2018 JAN 331 212 212 296 839 916 916 534 933 2383 1247 746 1229 3222	164 257 421 135 129 299 299 299 286 685 743 1484 2227
PLAN 2018 HMO BLUE JAN H-Employee Only 331 H-Family 296 Total H HMO 839 F-Employee + 1 216 F-Employee Only 916 F-Employee + 1 534 F-Employee + 1 534 F-Employee + 1 534 Total F HMO 2383 Total Employee P nans 1247 Total Employee + 1 746 Total Employee + 1 746 Total Employee + 1 746 Total Employee + 1 745 Total Employee + 1 746 H-Employee + 1 746 H-Employee + 1 746 H-Employee + 1 746	H-Family Total H PPO F-Employee Only F-Employee Only F-Family Total F PPO Total Employee Plans Total H&F PPO Plans MEDEX H-Employee Only F-Employee Only Total MEDEX Plans

HAMPSHIRE COUNTY GROUP INSURANCE TRUST

Meeting Schedule

Insurance Advisory Committee – October 9, 2019, 10:00 a.m., Deerfield Executive Committee – November 20, 2019, 9:00 a.m., 98 King Street Executive Committee – December 18, 2019, 9:00 a.m., 98 King Street Executive Committee – January 15, 2020, 9:00 a.m., 98 King Street Insurance Advisory Committee – January 22, 2020, 10:00 a.m., Deerfield Executive Committee – February 19, 2020, 9:00 a.m., 98 King Street Executive Committee – March 18, 2020, 9:00 a.m., 98 King Street Insurance Advisory Committee – April 15, 2020, 10:00 a.m., Deerfield Executive Committee – May 20, 2020, 9:00 a.m., 98 King Street Executive Committee – May 20, 2020, 9:00 a.m., 98 King Street Executive Committee – June 17, 2020, 9:00 a.m., 98 King Street

NET POSITION

Current and other assets	<u>2018</u> \$ 31,146,413	<u>2017</u> § 27,326,704
Deferred outflows	65,120	100,077
Current liabilities Non-current liabilities	8,456,602 945,557	8,006,878 909,115
Total liabilities	9,402,159	8,915,993
Deferred inflows	67,518	95,342
Unrestricted net position	\$ 21,741,856 \$	18,415,446

CHANGES IN NET POSITION

	<u>2018</u>	2017
Operating revenues Operating expenses	\$ 68,427,024 \$ (65,250,500)	61,352,070 (62,924,039)
Operating income (loss)	3,176,524	(1,571,969)
Nonoperating revenues	307,216	573,499
Change in net position	3,483,740	(998,470)
Net position - beginning of	year,	
as restated	18,258,116	19,413,916
Net position - end of year	\$ 21,741,856 \$	18,415,446

Fiscal year 2017 amounts reported above were not restated as the Trust applied GASB 75 prospectively.

C. ORGANIZATION FACTORS AFFECTING THE SUBSEQUENT YEAR

In June 2019, the Hampshire Council of Governments Executive Committee voted to relinquish its rights and duties over the Trust. The Trust obtained its own tax identification number and in accordance with the trust agreement between the Council and the Trust and MGL Chapter 32B (under which the Trust was established), the Trust became a separate legal entity effective July 1, 2019.

HCG Items

- 1. Unofficially closed as of 8/30/19
- 2. Retrieved all records/files from 99 Main
- 3. Lydia King is only person left on payroll
- 4. State approved funds to pay retiree insurance until such time they are transferred to the GIC. Transfer is scheduled for 1/1/20. Lydia King coordinating this with the GIC
- 5. Bill filed with the State that covers pension liabilities and transferring Trust ee's to Hampshire Retirement as a standalone entity is still at the Statehouse under review
- 6. We will start reviewing our server options with Paragus in Q4

Personnel Policy Items

- 1. At will employment. We have previously signed off on this when we were HCG ee's (see draft attachment).
- 2. Sick time accruals. This has changed a number of times under HCG. No longer can accrue an indefinite number of hours. Banked hours were grandfathered in at one point in time but changed every time HCG changed policy. There is a 20% payout at time of retirement.
- 3. Vacation, sick, and personal time "accrual" was changed on 7/1/19. Annual time was now awarded at the start of the fiscal year versus accrued each pay period.

STATEMENT AND ACKNOWLEDGEMENT OF AT-WILL EMPLOYMENT

As an employee of, your employment has been and continues to be "at-will." This means that during the course of employment with the Company, employees are free to terminate their employment with the Company at any time, with or without a reason, and the Company has the right to terminate employees at any time, with or without a reason. Although the Company may choose to terminate an employee for cause, cause is not required.
No one other than the President of the Company has the authority to alter this at-will employment arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this at-will arrangement. Furthermore, any such agreement must be in writing and must be signed by the President of the Company.
By signing in the space provided below, you hereby acknowledge that you have been given a copy of the Company's Statement and Acknowledgement of At-Will Employment, that you have read the Statement and that you understand its contents, and that you further understand that the Statement supersedes any and all previous agreements, policies, practices or guidelines, whether oral or written.
EMPLOYEE
Name: Date:
Signature:

Note to Employee: The original of this form will go into your personnel file.

days after the first date of actual work. On and after 90 calendar days from the first date of actual work, employees may use earned sick time as it accrues.

b) Full-Time Employees:

- Full-time employees are entitled to accrue up to a maximum of fifteen days (112.5 hours) of earned paid sick time in a calendar year.
- Full-time employees shall accrue earned sick time through working at a rate of 2.17 hours of earned sick time for every 37.5 hours of work, including overtime
- 3) Full-time employees may use up to 112.5 hours of earned sick time in one calendar year. Use exceeding 112.5 hours shall require approval of the employee's Department Head or the Executive Committee for the Executive Director.
- 4) Employees accrue earned sick time only on hours worked, not on hours paid when not working. For example, employees shall not accrue earned sick time during vacation or while using earned sick time.
- 5) Except as provided in paragraph 6, below, full-time employees may carry over all unused earned sick time to the next calendar year up to a maximum of 65 days (487.5 hours).
- 6) Full-time employees employed by the Council as of the effective date of this handbook, shall retain any unused earned sick time as of that date and any such earned sick time may carry over to subsequent calendar years. In the event that the unused earned sick time carried over pursuant to this paragraph exceeds 487.5 hours, earned sick time will continue to accrue within a given calendar year but any unused earned sick time accrued during that calendar year shall not carry over to the next calendar year unless and until the employee draws down the bank of unused earned sick time to below 487.5 hours.

c) Part-Time Employees:

- 1) Part-time employees are entitled to earn up to 40 hours of earned paid sick time in a calendar year.
- 2) Part-time employees shall accrue earned sick time at a rate of 2.17 hours of earned sick time for every 37.5 hours worked, including overtime hours.
- 3) Part-time employees may use up to 40 hours of earned sick time in one calendar year. Use exceeding 40 hours shall require approval of the employee's Department Head or the Executive Committee for the Executive Director.
- Part-time employees may carry all unused earned sick time to the next calendar year up to a maximum of 40 hours.
- 5) Part-time employees employed by the Council as of the effective date of this handbook, shall retain any unused earned sick time as of that date and any such earned sick time may carry over to subsequent calendar years. In the event that the unused earned sick time carried over pursuant to this paragraph exceeds 40 hours, earned sick time will continue to accrue within a given calendar year but any unused earned sick time accrued during that calendar year shall not carry



- b) When an employee's use of earned sick time results in an absence of more than 24 consecutive work hours, the Council may require written certification by a health care purpose.
- c) Employees who have been absent for more than 24 consecutive work hours for reasons related to domestic violence, as defined in 940 C.M.R. 33.02, may provide any of the following as certification, if documentation is required by the Council:
 - a restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;
 - 2) a police record documenting the abuse;
 - documentation that the perpetrator of the abuse has been convicted of 1 or more of the offenses enumerated in chapter 265 where the victim was a family or household member;
 - 4) medical documentation of the abuse;
 - 5) a statement provided by a counselor, social worker, health worker, member of the clergy, shelter worker, legal advocate, or other professional who has assisted individual in addressing the effects of the abuse on the individual or the individual's family; or
 - 6) a signed written statement from the individual attesting to the abuse.
- d) All evidence of domestic violence experienced by an individual, including the individual's statement and corroborating evidence, shall not be disclosed by the Council unless consent for disclosure is given by the individual.
- e) The Council shall not require any documentation to explain the nature of the illness or the details of the domestic violence. Certification and other documentation may be submitted to the Council in hand or by any customarily used method for the employee and the Council to communicate, including email, mail, text message, or facsimile. Employees must submit such certification or documentation within 30 days of taking earned sick time for which such certification or documentation is
- f) If an employee fails to comply with the reasonable documentation requirements of the Council and there is no reasonable justification for the failure to comply, the council may delay or deny the future use of accrued earned sick time by the employee until the documentation is provided.

7. Separation of Employment

All employees who are regularly scheduled to work twenty (20) or more hours per week and who are currently in the employment of the Council at the time of their retirement and who have unused earned sick time, shall be paid for unused earned sick time at the rate of twenty percent of the earned sick time as of the employee's last date of actual work for the Council. The Council shall not payout unused earned sick time to employees whose employment by the Council is terminated for any reason other than retirement, whether voluntary or involuntary.





Year 1 Rx Analysis

Experience Period 4/01/18 - 3/31/19

- Estimated Savings \$1,647,137 (@ 15% = \$20,589.22/month)
- Actual Savings \$2,502,024 (@ 15%= \$31,275.30/month)
- Discounts started 1/1/18, so true-up is for 15 months
 - Month difference for year 1 \$10,686.08
 - Total for 15 months \$160,291.20

Year 2 Discount Schedule

- Estimated Savings \$2,882,007 (@ 15%=\$36,025.09/month)
- If continue to bill \$20,589.22, year end difference would be \$138,922.83 (through 12/31/19)
 - \$15,435.87/month for 9 months
- 2 year total true-up \$299,214.01 (1/01/18-12/31/19)

Proposed Revised Agreement

- Continue to pay \$20,589.22 until end of the discount period (3/31/21) for total of 308,838.30 (1/1/20-3/31/21)
 - Difference between true-up and comp through 3/31/21 is \$9,624.29
 - \$308,838.30 \$299,214.01
 - New Agreement would not require the current due True-up of \$160,291.20 and year end estimated True-up of \$138,922.83 via lump sum.
 - Would keep B.R. Fox engaged in the analysis of the discount schedule for entire length of discount period.
 - Would also keep firm current when negotiating next set of discounts with MA BC/BS and other vendors.
 - Estimated savings from 1/1/18-3/31/21 is \$9,184,730. Total comp would be 8.7%.



	Original	15% Estimate	Actual	15% Savings	Di	fference	
January	\$	20,589,22	\$	31,275.30			18
February	\$	20,589.22		31,275.30			
March	\$			31,275.30	\$		
April	\$	20,589.22	\$	31,275.30			
May	\$	20,589.22		31,275.30	\$		
June	\$	20,589.22		31,275.30		,	
July	\$	20,589.22					
August	\$	20,589.22	\$	31,275.30			
September	\$		\$	31,275.30		10,686.0	
October	\$			31,275.30	\$	10,686.0	
November	\$	20,589.22	\$	31,275.30	\$	10,686.0	
December	\$	20,589.22		31,275.30		10,686.0	
	\$	20,589.22	\$	31,275.30		10,686.0	
2019	Ş	247,070.64	\$	375,303.60	\$	128,232.9	6
January	4						
	\$	20,589.22	\$	31,275.30		10,686.0	8
February	\$	20,589.22	\$	31,275.30		10,686.0	8
March	\$	20,589.22	\$	31,275.30	\$	10,686.0	8
April	\$	20,589.22	\$	36,025.09	\$	15,435.8	
May	\$	20,589.22	\$		\$	15,435.8	
June	\$	20,589.22	\$		\$	15,435.8	
July	\$	20,589.22	\$	36,025.09		15,435.8	
August	\$	20,589.22	\$		\$	15,435.87	
September	\$	20,589.22	\$		\$	15,435.87	
October	\$	20,589.22	\$	36,025.09	\$	15,435.87	
November	\$	20,589.22	\$	36,025.09	\$	15,435.87	
December	\$	20,589.22	\$	36,025.09	\$	15,435.87	
				20,023.03	7	10,400.01	
	\$	247,070.64	\$	418,051.69	\$ 1	170,981.05	
					\$ 2	299,214.01	
2020							
January	\$	20,589.22					
	\$	20,589.22					
March	\$	20,589.22					
	\$	20,589.22					
May	\$	20,589.22					
	\$	20,589.22					
	\$	20,589.22					
	\$	20,589.22					
	\$	20,589.22					
	\$	20,589.22					
	\$	20,589.22					
	\$						
	\$	20,589.22					
,	,	247,070.64					
2021							
January 5	\$	20,589.22					
February S		20,589.22					
March 5		20,589.22					
		61,767.66					
•		02,707.00			L	0.505	
Total:	;	308,838.30		,	5	9,624.29	Difference b2 true-ups and paying current through 3/31/21
·		,000,00					

Consulting Agreement

This Consulting Agreement, dated as of September 1, 2019, hereinafter referred to as "Agreement" is between Hampshire County Group Insurance Trust, hereinafter referred to as "Client" and B.R. Fox & Associates DBA BRx Advisors, hereinafter referred to as "Consultant."

WHEREAS, the Client and the Consultant entered into a Consulting Agreement dated as of August 23, 2017;

WHEREAS, the Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

- Review Medical and Prescription Programs for the purpose of determining additional savings.
- b) Review Summary Plan Descriptions (Detail Plan Descriptions).
- c) Review and analyze contracts with Blue Cross Blue Shield of Massachusetts ("BC/BS") and any subcontractor BC/BS uses for their program.
- d) Analyze claims history.
- e) Negotiate and re-negotiate, on client's behalf, new fee agreements, discounting, and rebates.

2. Term & Termination

- **2.1 Term.** The initial term of this Agreement commences September 1, 2019, and expires March 31, 2021 (the "Term").
- 2.2 Termination. This Agreement may be terminated only as follows:
 - a) By mutual written agreement of the parties.
 - b) By Client, if Client is not in breach of any provision of this Agreement, upon thirty (30) days advance written notice to Consultant stating that Consultant is in breach of specific provision(s) of this Agreement, only if the claimed breach (if able to be cured) is uncured within the thirty-day notice and cure period.
 - c) By Consultant, if Consultant is not in breach of any provision of this Agreement, upon thirty (30) days advance written notice to Client stating that Client is in breach of specific provision(s) of this Agreement, only if the claimed breach (if able to be cured) is uncured within the thirty-day notice and cure period.

2.3 Payment Upon Termination. Client's obligation to compensate Consultant under Section 3 of this Agreement shall survive the termination of this Agreement.

3. Cost of Services

The Client shall pay to Consultant a monthly fee of TWENTY THOUSAND FIVE HUNDRED EIGHTY-NINE and TWENTY-TWO HUNDREDTHS (\$20,589.22) dollars for each month of the Term, with the first monthly fee payable September 1, 2019, and every first date of each subsequent month.

4. Reporting

The Client will provide periodic data reports to Consultant on a mutually agreed upon form to be provided by the Consultant. These data reports will be used to determine Client savings and to ensure BC/BS complies with negotiated savings and discounts. Consultant shall be permitted to perform audit of Client's books and records to determine the accuracy of the reported Client savings, provided that the audit is performed by Consultant or a certified public accountant or other firm that maintains a specialty in reviewing and auditing Pharmacy Benefit Managers (PBMs). Consultant or Consultant's auditor shall keep confidential all contents of the Client records.

5. Reimbursement

The Client is not responsible for reimbursing Consultant for any of its disbursements or other out of pocket expenses relating to the Consulting Services.

6. Personnel

John Garrish, President, will lead the account team. Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel on the account team at its reasonable discretion.

7. Client's Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement.

8. Independent Contractor

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the Client. The manner in which Consultant's services are rendered shall be within Consultant's sole control and discretion. Consultant is not authorized to speak for, represent, or obligate the Client in any manner without the prior express written authorization from an officer of the Client.

9. Taxes

Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement.

10. Fiduciary Responsibility

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

11. Entire Agreement

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

12. Construction of Terms.

If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the Commonwealth of Massachusetts.

14. Modification

No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

15. Waiver of Breach

The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

16. Attorneys' Fees

In the event either party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action will have the right to recover reasonable attorneys' fees and costs from the responsible party to be fixed by the court in the same action.

17. Successors and Assigns

This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by the Client without Consultant's

consent in the event the Client is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

Hampshire County Group Insurance Tru	ıst	
Name	Date	
Title		
B.R. Fox & Associates		
Name	Date	
Title		

			use new premium rate												**New premium rates												**New premium rates							(12,512.37)	
i v	le l	P/L	02,001.34	(11,/39.51)	(34,392.38)	50,140.16	60,433.40	(10,438.13)	88,287.61	17,533.74	30,795.76	103,277.08	55,599,95 55,007,55	27,500.71	60,776,72	(40,124.88)	(52,111,28)	72,233.96	56,467.72	11,282.36	69,081.91	32,694.00	107,399.51	75,941.37	22,805.65	92,011.04	71,639.16	(86,141.58)	(119,994.37)	16,853.67	(61,475.96)	48,273.17	109,630.14	8,703.40	
Total	Dromitim	693 327 60	694 688 40	696 729 60	696 389 10	699 111 00	702 172 90	741 626 00	741,030.00	741,976.20	751 842 00	751 842 00	752 182 20	769 158 00	773 310 00	778 500 00	780 230 00	770 529 00	781 000 00	760.000	792,686.00	798,914.00	802,028.00	806,872.00	808,602.00	812,408.00	834,960.00	836,380.00	838,510.00	839,930.00	840,995.00	845,255.00	857,325.00	860,875.00	
Total	Fxnenses	630,666.06	706,447,91	731,721.98	646,249,24	638.677.60	712 610 93	653 348 39	664 442 46	715 262 84	646.564.92	666.442.05	724,681.49	741,180.21	813,434.88	833,617,28	707.996.04	743 070 28	770 677 64	772 601 00	766 220 00	700,220.00	594,628.49	730,930.63	720.206.05	767 236.96	763,320.84	922,521.58	958,504.37	823,076.33	902,470.96	796,981.83	747,694.86	852,171.60	
Federal	Premium	353,933.50	355,430.94	356,690.75	356,598.88	357,915.96	359,422.03	378,363,93	380,287,23	382,318,39	384,453.35	385,222.67	385,291.87	392,383.85	394,187.75	396,316.12	397,658.35	397,762.92	398,611.34	404 171 10	405 500 00 *	407 500 00	400,000,00	406,900.00	412 247 24	413 082 14	413,363.14	434,230.00	425,073.00	435,832.03	43/,111.2/	437,434.70	439,524.66	445,029.13	448,097.67
	Admin	48,076.42	48,170.78	48,312.32	48,288.73	48,477.45	48,689.76	51,426.20	51,449.79	51,732.87	52,133.90	52,133.90	52,157.49	52,974.09	53,260.05	53,617.50	53,736.65	53,688.99	53,855.80	54,594.53	55,023.47	55,237,94	55 571 56	55,690.71	55,952.84	56.612.64	56 708 92	56.853.34	56.040.63	50,349.62	7,021.03			58,369.75	
	Claims	228,656.14	302,846.19	326,718.91	241,361.63	232,284.19	304,499.14	223,558.26	232,705.44	281,211.58	209,977.67	229,085.48	287,232.13	295,822.27	365,987.08	383,683.66	256,601.04	291,618.37	318,210.50	264,838.46	305,696.53	231,890,55	266 459 07	318,813.85	252,196.88	292,725.06	431.562.66	466,577.15	330 294 68	408 337 86	20.755,00	250 041 15	270,041.15	240,112.12	
		Jan - 2017	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan - 2018	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan - 2019	Feb	Mar	Apr	May	e dull	Ink	Aliprict	September	2



Renewal Rate Exhibit

Hampshire County Group Insurance Trust

Policy Pariod: January 1, 2020 - December 31, 2020

Product	0010				
	2019 Rates	2020 Rates	Participation of the Control of the		
Medex 2	CPC \$24.07	CPC \$24.31	One of the contract of the contract of		
Blue Medicare RX \$5/10/25	\$185.23	\$186.96			
Expected Claims	\$136.68				
Additional Blue Wedicare		\$142.83	Ordered a state of the law of the		
Blue Medicare RX \$10/20/3					
1001010101010101010101010101010101010101		\$163.54			

Client satisfaction is very important to us. In order to ensure an accurate and efficient renewal process, any changes in benefits or financial arrangements must be communicated to Blue Cross Blue Shield of Massachusetts no later than October 1, 2019. Failure to notify within this timeframe may cause members to receive applicable plan information and claims services in accordance with their previous coverage – resulting in possible confusion on the anniversary date.

Notification of renewal plans in a timely fashion allows us to better serve our clients and members.

We reserve the right to revise the quoted rates if there is a 10 percent change in enrollment.



Account Name **Account ID**

HAMPSHIRE COUNTY INSURANCE GROUP 0260919

Policy Period

1/1/2020-12/31/2020

Financial Arr. Self Insured SIC Code Broker/Consultant

9311

Sales Executive

Heidi Fountain

c	urrent Expedited/ Claums Rates	Renewal Expected Claims Rates	% Change	Subscribers
Medex 2 Single:	\$136.68	\$142.83	4.5%	2415
CPC:	\$24.07	\$24.31	1.0%	
Monthly Deposit:		\$403,600		2415

Commissions	Senior: None

Fees and Deposit subject to change on all lines of business if:

- a) Change in benefits (including mandated benefits)
- b) Enrollment change greater than 10%
- c) Employer contribution falls below 50%
- d) Change in commission
- e) Change in effective date
- f) Minimum participation requirements are not met
- g) The CPC is subject to change based upon specific lines of coverage included

MEDEX 2 w/PDP - 2020

	2015	2016	_% change			
Blue Medicare Rx \$5/10/25	\$ 136.74	\$ 148.85	8.9%			
Medex 2	\$ 129.47	\$ 136.68	5.6%			
BCBS Admin	\$ 23.59	\$ 23.59	0.0%			
Trust Admin/CanaRx	\$ 4.20	\$ 4.20	0.0%			
	\$ 294.00	\$ 313.32	6.6%			
	2016	2017	% change			
Blue Medicare Rx \$5/10/25	\$ 148.85	\$ 175.03	17.6%			
Medex 2	\$ 136.68	\$ 136.68	0.0%			
BCBS Admin	\$ 23.59	\$ 23.59	0.0%			
Trust Admin/CanaRx	\$ 4.20	\$ 4.90	16.7%			
	\$ 313.32	\$ 340.20	8.6%			
Plus Madiana Du CE /40/25	2017	2018	% change			
Blue Medicare Rx \$5/10/25 Medex 2	\$ 175.03	\$ 177.09	1.2%			
BCBS Admin	\$ 136.68	\$ 139.42	2.0%			
	\$ 23.59	\$ 23.83	1.0%			
Trust Admin/CanaRx	\$ 4.90	\$ 5.66	15.5%			
	\$ 340.20	\$ 346.00	1.70%			
Dive Madiana D. 65 (45 (55	2018	2019	% change			
Blue Medicare Rx \$5/10/25 Medex 2	\$ 177.09	\$ 185.23	4.6%			
BCBS Admin	\$ 139.42	\$ 140.04	0.4%			
	\$ 23.83	\$ 24.07	1.0%			
Trust Admin/CanaRx	\$ 5.66	\$ 5.66	0.0%			
	\$ 346.00	\$ 355.00	2.60%			
OPTION 1						
	2019	2020	n/ 1	OPTION 2		
Blue Medicare Rx \$5/10/25	\$ 185.23	2020	% change	2019	2020	% change
Medex 2	\$ 140.04	\$ 186.96	0.9%	\$ 185.23	\$ 186.96	0.9%
BCBS Admin		\$ 142.83	2.0%	\$ 140.04	\$ 140.04	0.0%
Trust Admin/CanaRx		\$ 24.07	0.0%	\$ 24.07	\$ 24.07	0.0%
, ase ranny canana	\$ 5.66 \$ 355.00	\$ 5.66	0.0%	\$ 5.66	\$ 5.66	0.0%
	\$ 333.00	\$ 359.52	1.3%	\$ 355.00	\$ 356.73	0.5%
OPTION 3				OPTION		
	2019	2020	% change	OPTION 4		
Blue Medicare Rx \$10/20/35	\$ 185.23	\$ 163.54		2019	2020	% change
Medex 2	\$ 140.04	\$ 142.83	-11.7% 2.0%	\$ 185.23	\$ 163.54	-11.7%
BCBS Admin	\$ 24.07	\$ 24.07		\$ 140.04	\$ 140.04	0.0%
Trust Admin/CanaRx	\$ 5.66	\$ 5.66	0.0%	\$ 24.07	\$ 24.07	0.0%
	\$ 355.00	\$ 336.10	0.0%	\$ 5.66	\$ 5.66	0.0%
	7 000.00	A 220.TO	-5.3%	\$ 355.00	\$ 333.31	-6.1%