

AMENDMENT

This AMENDMENT is entered into effective on the 1st day of October, 2017, by and between Group Associates, Inc. n/k/a/ Group Associates, Inc. dba Maestro Health ("hereinafter, "Maestro Health") and City of West Allis ("hereinafter, the Client"), each of which may be hereinafter referred to individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the Parties previously entered into an **Administrative Service Agreement**, dated November 23, 2015 (the "Agreement").

WHEREAS, the Parties desire to revise the Agreement in accordance with the terms hereof.


NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, together with the foregoing recitals, which are made a contractual part hereof, the Parties hereby agree as follows:

1. **Exhibit A.** The Benefit Administration Services set forth on Exhibit A, attached hereto and incorporated herein by reference, are hereby added to Appendix J of the Agreement, with the delivery of such services commencing on October 1, 2017.
2. **Exhibit B.** The ACA Service Fees and Expenses set forth in Appendix K to the Agreement are hereby deleted in their entirety effective as of October 1, 2017.
3. **Exhibit B.** The Service Fees for ACA Reporting and Benefit Administration Services set forth on Exhibit B, attached hereto and incorporated herein by this reference, are hereby added to Appendix K of the Agreement, effective as of October 1, 2017.
4. **Resetting of Initial Term.** The parties hereto agree to reset the Initial Term of the Agreement such that the three (3) year Initial Term shall now continue for three (3) years from the date of this Amendment.
5. **Changes in Federal Law.** In the event there is a change in federal law which results in a material modification to the ACA Services which are to be performed by Maestro Health hereunder, the Parties agree to enter into good-faith discussions concerning an equitable adjustment to the pricing payable hereunder in order to account for the change in federal law and the ACA Services performed hereunder. Any change to the ACA Services and corresponding pricing shall be the subject of a separate written amendment to this Agreement, signed by both Parties.
6. **Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.
7. **Effect on Agreement/Conflicts.** Except as specifically amended hereby, all terms, provisions and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.
8. **Counterparts.** This Amendment may be executed and delivered (including by facsimile transmission) in one or more counterparts, each of which shall be regarded as an original and all of which together shall constitute one and the same instrument.
9. **Authority.** Each party represents and warrants that the individual executing this Amendment is duly authorized to so execute this Amendment, and this Amendment, when executed and delivered by such party, shall constitute the valid and binding agreement of such party, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date first above written.

Group Associates, Inc. dba Maestro Health

City of West Allis


By: Anthony Krings
Its: CFO
10/05/2017

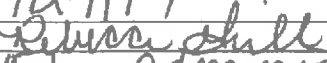
9/29/17
By: 
Its: City administrator

Exhibit A Benefit Administration Statement of Work

This Exhibit A is incorporated into and made a part of the Administrative Services Agreement between Group Associates, Inc. dba Maestro Health and The City of West Allis (the "Agreement"). The Parties agree that the terms and conditions of the Administrative Service Agreement shall govern this Appendix A. In the event of a conflict between the Administrative Services Agreement and this Appendix, the terms and conditions of the Administrative Services Agreement shall control.

Section 1 – Core Benefits Administration Services

Maestro Health offers the following standard services for Benefits Administration Services.

#	Category	Activity	Responsible Party		
			Maestro Health	Client	Assumptions/Dependencies
1.1	Relationship Management	Assign a Client Relationship Manager to provide overall account oversight for client from initial implementation to ongoing administration. Engaging both implementation and internal subject matter expertise as needed to support the overall delivery of services to Client	X		
		The Client Relationship Manager will conduct ongoing internal and external meetings to ensure contracted services are being provided, identify areas for improvement, and address and resolve issues	X		
		The Client Relationship Manager will be responsible for the ongoing satisfaction of the Client with the services provided by Maestro Health in accordance with this Appendix	X		
		The Client Relationship Manager will be responsible for establishing a mutually agreed upon cadence for meeting with Client to review ongoing administration and program performance	X		
		The Client Relationship Manager will be responsible for coordinating updates to statements of work, product matrices and discovery documents and coordinate with Maestro Health Sales Directors and/or other Maestro Health resources required	X		
		Client will be responsible for identifying key contacts and resources from Client and any applicable vendors responsible for implementation and ongoing program administration		X	

1.2	Solution Implementation	Manage implementation in accordance with Maestro Health standard approach to delivering the systems and services selected by client and outlined in the Sales Order	X		
		Assign an Implementation Manager or Specialist responsible for managing the overall Implementation Project Plan and the system configuration and testing processes	X		
		Manage the overall Implementation Project Plan which is established based on the anticipated go-live date for enrollment and eligibility services	X		The initial Project Plan will be calculated with key milestones and dates based on initial planning meetings to ensure the project is completed in timely fashion. Any changes to the Project Plan, as a result, of unanticipated or undisclosed information could impact the go live date
		Assign Client Project Manager to coordinate Client resources required for implementation, assume responsibility for Client-based implementation activities, including providing key deliverables (i.e. plan information) based on milestones defined in the Project Plan		X	
		Provide and maintain Implementation Project Plan, including dependencies and concurrencies, in accordance with project scope; update project plan weekly; manage project plan including identification of both Maestro Health and Client deliverables and milestones	X		
		Complete and return deliverables and all required approvals per the agreed upon due dates in the Implementation Project Plan and in accordance with mutually agreed Client Approval process, including Designated Approvers		X	

		Provide accurate benefit plan information, SPDs, benefit guides, eligibility rules, coverage certificates, new hire communications and rates to Maestro Health as needed to support Maestro Health systems setup and administrative support		X	
		Provide pay calendars and schedules to facilitate the calculation of scheduled deduction amounts.		X	
		Provide key carrier and vendor contact information		X	
		Manage all Client vendor and third party relationships; ensure vendors and third parties complete deliverables and milestones identified in Project Plan		X	
1.3	System Configuration and Electronic Data Interfaces	Complete configuration of Maestro Health's systems to support the mutually agreed upon program rules including the set up and build of the Client plan structures, plan information, plan eligibility rules, plan pricing tables/rates	X		
		Facilitate testing and approval processes for the Client's configuration in Maestro Health's systems	X		
		Review file layout, export and security requirements for each carrier	X		
		Provide export files in standard HIPAA 834 formats.	X		Additional fees may apply if Maestro Health is required to program to a carrier's proprietary format
		Send test files, review test file results with the carrier and review error reports from test files.	X		
		Transition tested and approved files to production	X		
		Provide training to appropriate Client personnel on use of Maestro systems and policies as defined during the implementation process	X		
		Supply required employee census information for benefits eligible population to Maestro Health in the Maestro Health standard census file layout		X	
		Validate and load initial employee census file in Maestro Health's standard census file layout	X		

		Ensure compliance from prior administrator to all mutually defined conversion data milestone dates		X	
		If applicable, load employee, dependent and election data in Maestro standard file format from the prior administrator. Additional fees may be incurred if custom formats and historical data loads are required			
		Produce discrepancy report of all data validation errors between conversion data and Maestro's system calculation data.	X		
		Review and resolve any discrepancies or errors on conversion data with current carriers and service providers.	X	X	
1.4	Change Control	Notify Maestro Health of potential changes to eligibility that impact system configuration or rules during implementation and ongoing service. Changes will be evaluated and additional fees may be incurred.		X	
		Analyze requested configuration changes and prepare corresponding change control	X		
		Draft Change Order and present for signoff, if required	X		
		Confirm desired changes by signing off on change order		X	
		Modify system or rules based on approved change control	X		
1.5	Core Benefit Administration Services	Define Client benefits strategy and policies; act as Plan Fiduciary own all plan design and fiduciary responsibility; manage Client vendors		X	
		Process self-service benefit elections in accordance with Client business rules as mutually agreed during implementation	X		
		Provide ongoing support to Client-designated contacts as follows: <ul style="list-style-type: none"> - Research and respond to inquiries regarding plan design as defined in the enrollment materials and applicable Client policy - Verify content and timing of carrier, HR, and payroll data transmissions - Respond to benefits eligibility inquiries 	X		
		Maintain documentation of Client program specific rules, policies and procedures as needed to support the delivery of services	X		

	<p>Provide Benefits Administration support as required for eligible employee populations which may include:</p> <ul style="list-style-type: none"> - Active employees - Spouses, domestic partners and dependents - Inactive/terminated employees 	X		<p>Maestro Health supports COBRA continuants using our COBRA service</p> <p>Benefits Administration may be supported for leaves of absence, certain severance situations, unions and surviving spouses based on the desired scope</p>
	Determine eligibility for benefits based on Client defined eligibility rules and criteria	X		Maestro Health does not support eligibility determination for grandfathered plans
	<p>Provide the following types of product and communication templates for incorporating variable text/content/branding where possible in the current templates to Client:</p> <ul style="list-style-type: none"> - Product/Program Information - Enrollment Attestation - General Email Notifications - Reminder Email Notifications - Election Confirmation Email 	X		
	Provide Maestro Health with Client specific text/content for updating available standard personalization's, email templates (i.e. New Hire, Annual Enrollment, Life Events) and Summary of Benefits and Coverages (SBCs)		X	
	Provide employee web self-service tools and enrollment support via telephone	X		
	Provide access to employee self-service on Maestro Health system to review benefit related information (as posted by Customer), review current and pending benefits	X		

	Provide enrollment and employee support for: <ul style="list-style-type: none"> - Group health care plans - Group Insurance plans - Group Disability - Account based plans, including Flexible Spending Accounts, Health Savings Accounts and Health Reimbursement Arrangements - Other group plans such as business travel accident, prepaid legal, etc. as required 	X		Note: Maestro Health's system does not support 401(k) or pension plans, stock purchase plans, pet insurance, vacation selling, Health Savings Account catch-up contributions, or any plans requiring individual underwriting.
	Capture enrollment elections	X		
	Provide online and printable confirmation of enrollment upon successful completion of the enrollment workflow	X		
	Monitor elections requiring evidence of insurability and communicate to participants accordingly	X		See EOI Services Section
	Collect and maintain beneficiary designations	X		
	Send enrollment elections to carrier (via electronic files)	X		
	Facilitate the desired approval workflow for employee work and life events using agreed upon rules defined during implementation	X		See Work and Life Event Change Processing Section.
	Maintain electronic copies of all employee correspondence and documentation	X		
	Follow mutually agreed upon process for returned mail, correspondence and incorrect employee addresses	X		
	Calculate payroll deductions based on enrollment elections captured in the Maestro Health system and payroll schedules and frequency provided by Client	X		

		Provide a payroll file, at Client-specified pay cycles, based on the payroll specifications agreed upon during implementation. Otherwise, Maestro Health will provide a standard payroll deduction report for the client's input into the Payroll system.	X		
		Provide a full file of employee census data to Maestro on a mutually agreed-upon frequency and format		X	
		Validate data files for accuracy based on defined data requirements	X		
		Provide error report for each inbound file from Client for identification and resolution of data issues	X		
		Provide other outbound data files and reports to Client and carriers/vendors in accordance with the schedule outlined during the implementation process	X		
		Track acknowledgement of file receipt and follow-up with any Client carrier not providing such acknowledgement	X		
		Resolve errors as reported by each carrier/vendor prior to the next scheduled file	X		
		Provide an initial full file and ongoing changes file for scheduled benefit deductions to Client's payroll system	X		
		Process benefit deductions, arrearages, retroactive deductions and adjustments in accordance with Client pay schedule(s)		X	
		Access available reports and remit premiums and payments to carriers if Maestro Health's premium billing and remittance service is not selected		X	
		Provide new benefit plans and rate information to Maestro Health in accordance with the agreed upon timeframes in advance of subsequent enrollments		X	
		Provide annual renewal and enrollment checklist, updating plan and rate information as necessary	X		
		Engage appropriate implementation resources to update systems and services based on plan or plan design changes	X		
1.6	Life and Work Event Change Processing	Process election changes due to changes in employment status (e.g., part-time to full-time, transfer) or family status (e.g., marriage, birth of a child) that impact employee benefits eligibility in accordance with Client plan rules	X		

		Define rules for defaults and outline required status change documentation and pending rules		X	
		Provide work events via ongoing census file to Maestro Health		X	
		Process work events that impact benefits eligibility (e.g. part-time to full-time) sent to Maestro Health via ongoing census file	X		
		Provide ability for employee to report family status change (e.g., marriage, birth of a child) that impact employee benefits eligibility in accordance with Client plan rules via the employee portal.	X		
		Enable standard workflows for Maestro Health or Client approval of changes submitted by employees as defined during the implementation process	X		
		Provide online and printable confirmation of elections and coverage changes via employee portal	X		
		Report approved election and any scheduled deduction changes to Client and carriers in agreed upon format	X		
		Report any required event information to COBRA system or vendor based	X		
1.7	Web Self-Service Capabilities for Employees	<p>Provide access to a secure employee portal that provides:</p> <ul style="list-style-type: none"> - General plan and benefit information, rates and coverage tiers - Current election information - Employee and dependent demographic information - Links to relevant third-party web sites (i.e. carriers) - Client specific third party contact information, including URLs, phone numbers, and group numbers 	X		

		<p>Set up the employee self-service functionality to support:</p> <ul style="list-style-type: none"> - Initial employee enrollment - Annual enrollment - Initiate most life event changes - Web registration and password changes - Ability to view and change enrollment and elections during enrollment windows - Access and utilize decision support tools - Life and work event requests - Dependent and beneficiary maintenance - Access to EOI forms or links to carrier website 	X		
1.8	Web Self-Service Capabilities for Employers	<p>Provide access to a secure employer portal which provides the ability to:</p> <ul style="list-style-type: none"> - Web registration and password changes - Ability to view employee progress during open enrollment - Send email messages to employees - Enroll on behalf of an employee during annual enrollment - Review and approve qualified life events - View/Upload qualified event documentation - Enroll on behalf of eligible employees - Access standard program reports - Access to download customized reports and run ad hoc reports using Maestro Health's data analytics tool 	X		
		<p>Ensure Client employees and managers use benefits self-service application functionality appropriately to actively elect and/or passively default to benefits coverage as new hires, during annual enrollment period (if required), or as the result of a qualifying life event</p>		X	
1.9	Customer Service Center	<p>Provide toll-free number with menu prompts that route callers to the appropriate support personnel based on inquiry type</p>	X		
		<p>Provide access to live agents Monday through Friday from 8am to 8pm, Eastern Time, excluding weekends and holidays</p>	X		
		<p>Provide 24 x 7 access to customer service representatives who will provide technical support for accessing the employee portal</p>	X		

		Provide Client specific and other vendor contact information to Maestro Health so agents can provide warm transfers for callers who reach Maestro Health in error		X	
		Support basic customer service, employee advocacy or licensed enrollment agents as mutually agreed and included on the Sales Order	X		
		Provide warm transfers to carriers and vendors as defined during implementation	X		
		Work directly with Client carriers, and Client as needed, to enroll Client employees and/or dependents who are eligible for and need immediate access to health care	X		
		Provide Client specific program rules and key information regarding Client culture and employee population for use in agent training		X	
		Provide training to agents on client specific program information and culture	X		
		Provide access to agents via online chat during Maestro Health's regular business hours, excluding weekends and holidays	X		
		Provide standard service center reporting, metrics and information as defined during implementation	X		
		Log all inbound employee interactions in the Maestro Health issue tracking system	X		
		Record all employee interactions – written and telephonic	X		
1.10	Dependent Age Out	Remove coverage for dependents who reach the maximum age for eligibility based on eligibility rules established by Client	X		
		Review Maestro Health system reporting to identify employees with dependents who have reached the maximum age for eligibility		X	
		Communicate proactively to employees with impacted dependents		X	
		Include required information on outbound reports and carrier data files to end coverage for dependents who reach the maximum age for eligibility	X		
		Send event notification with required information to COBRA system or services provider	X		

1.11	Evidence of Insurability (EOI) Processing	Determine a process with client for ongoing EOI processing based on the carrier requirements. Pend required insurance elections in accordance with Client and/or Client carrier evidence of insurability (EOI) requirements; Set up the system to inform employees of elections requiring EOI; the system will instruct employees to print required forms or link to online EOI on carrier portal	X		
		Support pended elections until receipt of EOI approval or denial from carrier; update system in accordance with above	X		
		Expire election if employee fails to submit appropriate documentation in good order as agreed upon during implementation	X		
		Report impacted elections and any scheduled deduction changes to Client and carriers in agreed upon format	X		

Section 2 – Optional Benefits Administration Services

This section outlines available optional services for Client's using Maestro Health "Core" Benefits Administration Services. Additional fees may apply for optional services. An "X" in the "In Scope" column below indicates Client desires for Maestro Health to provide the service selected.

In Scope	Category	Activity	Responsible Party		
			Maestro Health	Client	Notes / Caveats
	Premium Billing and Remittance	Configure and test a premium billing system in accordance with the Clients benefits and vendor arrangements for which we will be performing billing	X		
		Create 12 monthly invoice summaries broken down per Clients billing detail requirements. All invoices are posted in the employer portal	X		
		Review monthly invoice summary on Maestro Health employer portal		X	
		Provide monthly reports to Client showing current active enrollment for each Client carrier	X		
		If applicable, provide funds to Maestro Health using Maestro Health approved funding method and agreed upon turnaround time for payment remittance (Maestro will not remit premiums until client funds have been received)		X	
		Coordinate with carriers regarding any historical premium discrepancies that occurred before Maestro Health performed the premium billing process		X	
		If applicable, remit funds to Client carriers and vendors as defined in the implementation process	X		Note: Maestro Health will only remit premiums in total.
	Ongoing Dependent Verification	Review defined ongoing transactions for dependent verification requirements. Pend family status change and/or enrollment of dependents added to coverage; request documentation to provide proof of dependent eligibility and/or proof of event in accordance with business rules defined during implementation. Acceptable forms of documentation will be determined with the Client during the implementation process. A standard list will be provided and modified per client specific rules.	X		See Life and Work Event Processing Section

		If necessary, communication will be sent to participants requesting required documentation. If document is not received by deadline, second and final notification is sent with next deadline to submit or denial of the life event will be processed.	X		
		When documentation is received, review and evaluate proof documentation provided by employee; approve or deny enrollment based on Client eligibility rules; update the Maestro Health system accordingly	X		
		If approved, process the associated event and send an updated copy of a confirmation statement	X		
		Notify Client in the event of a denial and follow process for communicating denial as defined during the implementation process	X		
		Send notification of denial if documentation is not received	X		
	Annual Dependent Audit	A project plan and timeline will be created. The definition of eligible dependent will be refined and validating documentation will be established	X		
		Send employees with covered dependents a notice explaining the audit. During the audit, ineligible dependents can be deleted without consequences. Communications will include a clear explanation of the documentation that will be required from employees during the audit process	X		
		Determine the number and type of communications to be sent. In addition, all audit communications will be presented to Client for approval	X		
		Within the established time, Maestro Health will verify all dependents enrolled in the audited plan or coverage. The submission of approved documentation during the verification phase will result in continuing coverage for the dependent. Failure to submit documentation during the verification phase may result in the dependent's coverage being terminated as of a predetermined date. Note that each case will be independently reviewed	X		
		During the reporting phase, we will provide you with detailed reports of the audit results including: <ul style="list-style-type: none"> - Full statistics on the employees solicited - Full statistics on the administrative changes - Estimate of premium savings resulting from audit 	X		

Qualified Medical Child Support Orders (QMCSOs)- Administration	Completed QMCSO documents provided to Maestro Health		X	Note: Maestro Health may also receive order directly from agency or attorney
	Process documents that the Client has validated.	X		
	Review employee employment status: If employee has terminated employment with Client or is not eligible for benefits, provide appropriate notification to interested parties If employee is employed and eligible for benefit and the Client has verified the enforceability of the order, Maestro will process the enrollment in accordance with the plan rules for the employee and dependents, if applicable	X		
	Review and process any revocation orders; remove dependent from coverage if requested and provide confirmation of termination of coverage to employee	X		
	Report impacted elections and any scheduled deduction changes to Client and carriers in agreed upon format – Report event to COBRA system or vendor	X		
	Manage associated disputes or appeals		X	
	Qualified Medical Child Support Orders (QMCSOs)- Qualification	QMCSO documents provided to Maestro Health		X
Review to ensure documents meet the requirements	X			
Review employee employment status and benefit eligibility to determine initial qualification: If employee has terminated employment with Client or is not eligible for benefits, provide appropriate notification to interested parties If employee is employed by Client and benefits eligible, provide appropriate notification to Client and additional parties as required or defined during implementation	X			
Perform qualification calculation to determine if QMCSO can be enforced	X		Client will provide necessary	

					payroll information
		If qualification passes, verify that dependents are enrolled in benefits as directed by the order and update systems as necessary	X		
		Ensure coverage remains in place for court ordered dependents until rescission order is issued. Track and maintain associated documents; track and notify appropriate parties of employee termination and/or ineligibility for benefits	X		
		Review and process any revocation orders; remove dependent from coverage if requested and provide confirmation of termination of coverage to employee	X		
		Report impacted elections and any scheduled deduction changes to Client and carriers in agreed upon format – Report event to COBRA system or vendor	X		
		Manage associated disputes or appeals		X	

EXHIBIT B SERVICE FEES AND EXPENSES

(me)Benefit Administration 2.0 & ACA Reporting	Bundled Rate	Unit of Measure	Quantity	Total Price
Ben Admin 2.0 - Implementation Fee	\$5,000.00	One-Time	1	\$5,000.00
Ben Admin 2.0 - Administration Fee	\$3.50	PEPM	1,000	\$42,000.00
ACA Reporting - Administration Fee	\$5.00	PEPY	800	\$4,000.00
Sub-Total				\$51,000.00
Estimated Annual Total Year 1				\$51,000.00

(me)Benefit Administration 2.0 & ACA Reporting	Bundled Rate	Unit of Measure	Quantity	Total Price
Ben Admin 2.0 - Administration Fee	\$3.50	PEPM	1,000	\$42,000.00
Ben Admin 2.0 & ACA Reporting - Annual Maintenance Fee*	\$2,000.00	Annual	1	\$2,000.00
ACA Reporting - Administration Fee	\$5.00	PEPY	800	\$4,000.00
Sub-Total				\$48,000.00

*Maestro Health reserves the right to modify renewal pricing if significant plan or carrier changes arise resulting in a platform rebuild. The cost of the rebuild is based upon project scope and plan changes. Fees are based upon a new three-year amendment to the existing agreement and will carry a three-year rate guarantee.

(me)Benefit Administration 2.0 Performance Guarantees	Percentage	Categories
City of West Allis	25% of Ben Admin 2.0 administration fees	Categories Determined by The City of West Allis

(me)Benefit Administration 2.0 Optional Services	Rates	Unit of Measure
Telephonic Enrollment Only (NOT Licensed)	\$1.50	PEPM
Telephonic Enrollment (Licensed)	\$2.25	PEPM
Paper Enrollment Processing	\$7.00	Per Paper Form
Spanish Services	\$150/hr + \$0.15	\$0.15/word
Retiree Direct Billing Services	\$4.00	PEPM

<u>(me)ACA SERVICES Optional Services</u>	<u>Rate</u>	<u>Unit of Measure</u>
For each additional or new eligibility groups above 2 groups	\$500	Per Group
For each additional or new data import(s) above 2	\$1,750	Per File
Programming for Non-Standard or Custom File Layouts	\$150	Per Hour
Manual Data Entry	\$60	Per Hour
Additional Consulting	\$100	Per Hour
Additional Transmittals	\$250	Per Each
Corrected 1095C forms	\$1.50	Per Form Plus Postage
Onsite Training (Per ea. trainer needed)	\$750	Per Day Plus Travel
Postage	Pass-thru charge	Pass-thru charge
Additional Test Files	\$150	Per hour