

SPECIAL MEETING

The Board of Commissioners of the County of Fremont, State of Colorado, met in Special Session on February 3rd, 2020 615 Macon Avenue, Room LL3, Fremont County Administration Building, Cañon City, Colorado. Chair Debbie Bell called the meeting to order at 11:30 a.m.

Debbie Bell	Commissioner	Present
Dwayne McFall	Commissioner	Present
Tim Payne	Commissioner	Present
Justin Grantham	Clerk & Recorder	Present
Brenda Jackson	County Attorney	Absent
Sunny Bryant	County Manager	Present
Sean Garrett	Planning & Zoning Director	Absent

PLEDGE OF ALLEGIANCE

Those present cited the Pledge of Allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner McFall moved to approve the Agenda. Commissioner Payne seconded the motion. Upon Vote: Commissioner McFall, aye; Commissioner Payne, aye; Commissioner Bell, aye. The motion carried by unanimous consent.

NEW BUSINESS

1. Resolution No. 12 by the Fremont County Board of County Commissioners authorizing the entry into a contract with Colorado Employer Benefit Trust (CEBT) for the provision of health insurance benefits for Fremont County employees and authorizing the County Manager to take all actions to terminate the Fremont County Self-Insured Health Insurance benefit program and Self-Insurance Fund, as necessary and appropriate to transition the health insurance benefits for Fremont County employees to the CEBT health plan and benefits program.

Commissioner Payne moved to approve Resolution No. 12. Commissioner McFall seconded the motion.

No discussion.

Upon Vote: Commissioner Payne, Aye; Commissioner McFall, Aye; Commissioner Bell Aye. The motion carried by unanimous consent.

Commissioner Bell adjourned the meeting at 11:32 a.m.


Clerk to the Board of County Commissioners



RESOLUTION NO. 12, SERIES OF 2020

A RESOLUTION BY THE FREMONT COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE ENTRY INTO A CONTRACT WITH COLORADO EMPLOYER BENEFIT TRUST (CEBT) FOR THE PROVISION OF HEALTH INSURANCE BENEFITS FOR FREMONT COUNTY EMPLOYEES AND AUTHORIZING THE COUNTY MANAGER TO TAKE ALL ACTIONS TO TERMINATE THE FREMONT COUNTY SELF-INSURED HEALTH INSURANCE BENEFIT PROGRAM AND SELF-INSURANCE FUND, AS NECESSARY AND APPROPRIATE TO TRANSITION THE HEALTH INSURANCE BENEFITS FOR FREMONT COUNTY EMPLOYEES TO THE CEBT HEALTH PLAN AND BENEFITS PROGRAM.

WHEREAS, pursuant to §30-2-104, the Board of County Commissioners is authorized to adopt a classification and compensation plan for all county employees paid in whole or in part by the county, and such plan may include employment benefits; and

WHEREAS, Fremont County historically has provided a benefit to its employees in the form of a health insurance plan, which is a self-insured health insurance plan administered by Meritain Health; and

WHEREAS, Fremont County Board of County Commissioners has primary responsibility for the funding of the self-insured health insurance plan and ensuring the sustainability of the plan into the future; and

WHEREAS, the number of participants in the self-insured plan has decreased in recent years, while the number of claims and the financial cost of the claims for existing participants has significantly increased, resulting in the inability of the plan to be financially sustained in the current year and for future years, without imposing dramatic increases in premiums, co-pays and deductible amounts, likely making the cost of continuing a self-insured plan unaffordable for county employees; and

WHEREAS, the Fremont County Board of Commissioners has met with representatives for Colorado Employer Benefit Trust (CEBT) and other potential health plan benefits providers to explore alternative health insurance plans that are comparable in coverage and cost to the self-insured health insurance plan presently offered to Fremont County employees; and

WHEREAS, CEBT has offered various options for health insurance benefits that are comparable to, or superior to the self-insured plan presently offered to Fremont County employees; and

WHEREAS, the options offered through CEBT plans are comparable in cost to the anticipated future costs of the self-funded insurance plan and will likely result in overall cost savings in future years for various reasons, including participation in a large pool of participants to distribute health claim risks over a broader group of state-wide employees and dependents; and

WHEREAS, changing the health benefits insurance provider to CEBT will result in a reduction in Fremont County staff time and county resources presently devoted to the management and administration of the self-funded health plan; and

WHEREAS, The Board of County Commissioners for Fremont County has determined that it is in the best interest of the employees of Fremont County, elected officials for Fremont County and the taxpayers and citizens of Fremont County for the self-funded health benefits insurance plan to be discontinued and terminated and for Fremont County to enter into a contract with CEBT for the provision of employer-sponsored health insurance benefits to the employees of Fremont County who are eligible for participation in the health insurance benefits offered by Fremont County in its capacity as Employer.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS FOR FREMONT COUNTY AS FOLLOWS:

1. Fremont County is hereby authorized and required to take immediate steps and action to enter into a contract with Colorado Employer Benefits Trust (CEBT) for the provision of health insurance benefits for Fremont County Employees, such contract to become effective April 1, 2020 and continue thereafter until further action by the Board of County Commissioners.

2. The contract or agreement with CEBT shall be in substantially the same form and substance as the Agreement attached hereto as Exhibit A and incorporated herein by reference.

3. The County Manager and appropriate staff as designated by the County Manager, is authorized and directed to take all reasonable and necessary action to facilitate and implement the contract with CEBT, including coordination with CEBT representatives, enrollment of eligible employees into the CEBT benefits plan, updates to county personnel policies and benefits documents, dissemination and distribution of relevant information to employees, among other actions.

4. The County Manager and appropriate staff as designated by the County Manager, is authorized and directed to take all reasonable and necessary action to terminate the existing Fremont County Self-Insured health insurance benefits plan (administered by Meritain), including continued administration of the plan to ensure payment of pending claims arising prior to April 1, 2020, and eligible for payment through the present self-insured insurance plan. The County Manager is authorized to take further action to facilitate and implement the purpose and intention of this Resolution with the consultation and guidance of the Board of County Commissioners.

5. No portion of the self-insured health insurance fund for Fremont County shall be used or transferred for use for any purpose other than employee health insurance benefits related expenses and costs, including payment of pending health care claims, payment of premiums and other expenses of the CEBT health plan, and related costs and expenses, without advance, express and formal written authorization from the Board of County Commissioners for Fremont County in advance of making such expenditures.

6. This resolution shall become effective immediately upon adoption.

Commissioner Payne moved the adoption of the foregoing Resolution with a second by Commissioner McFall.

Debbie Bell	<u>AYE</u>	NAY	ABSTAIN	ABSENT
Tim Payne	<u>AYE</u>	NAY	ABSTAIN	ABSENT
Dwayne McFall	<u>AYE</u>	NAY	ABSTAIN	ABSENT

The Resolution was declared to be duly adopted.

Date: February 3rd 2020

Debbie Bell
Chairperson

Attest: [Signature]
Clerk



EXHIBIT A

EMPLOYER PARTICIPATION AGREEMENT
IN
CEBT

THIS AGREEMENT, effective the 1st day of April, 2020 (the "Effective Date"), by and between Fremont County, located at 615 Macon, Canon City, CO, 81212 hereinafter referred to as the "Employer" and the health and welfare trust dated July 1, 1995, as amended, known as CEBT (the "Trust") which is governed by a Board of Trustees, (the "Trustees");

WITNESSETH:

WHEREAS, the Employer and the Trustees mutually desire that the Employer become a participating member of the Trust by contributing to and enjoying the benefits of said Trust (the "Plan") upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties hereto, it is agreed as follows:

1. By execution of this Participation Agreement, the Employer adopts and agrees to be bound by all the terms and provisions of the Trust and all rules and regulations adopted by the Trustees. A copy of the Trust agreement, as amended (the "Trust Agreement"), has been made available to the Employer. The Employer agrees to be bound by all action taken by the Trustees pursuant to the powers granted them by the Trust Agreement.

2. By execution of this Participation Agreement by the one Trustee designated by the Trustees so to act, the Trustees accept the Employer for participation in the Trust.

3. The Participation Agreement shall remain in effect during any period the Employer continues to make contributions pursuant to this Agreement; provided, however, nothing herein shall limit the right of the Trustees to terminate the Employer as a participating Employer under the Trust on account of failure to make contributions pursuant to rules and regulations adopted by the Trustees, or as otherwise provided in the Trust Agreement. In the event of an off anniversary termination, the Trustees will cause written notice of said termination to be delivered to all Plan subscribers of the Employer.

Premium deposit payments are due and payable no later than the 10th of each month. A premium payment is deemed late after the 15th of the month. Should the Employer be in non-compliance with the premium payment standards, a 1.5% late fee penalty will be assessed against the total month's premium. The penalty will be assessed on a basis consistent with any future late payments.

4. By execution of this Participation Agreement, the Employer shall recognize that the Trust is for the exclusive benefit of all eligible Plan participants. There are no initial enrollment fees when an Employer starts participation. They would not be eligible for any excess funds, unless the entire Trust was dissolved in its entirety.

5. Effective the 1st day of April, 2020, the Employer shall pay to the Trust the designated amount for each of its employees covered by the Trust as are set forth on Exhibit B attached hereto and made a part hereof, and shall continue such contributions or such increased contributions in accordance with the Trust Agreement and rules adopted by the Trustees. The Trustees reserve the right to increase or adjust the rate which the Employer contributes to the Trust in order to maintain adequate reserves and to satisfy the benefit commitments of the Trust based on an actuarial evaluation of the claims experience of participants.

6. The Trust agrees to enroll the group of employees for an effective date of April 1, 2020, pursuant to the Employer's selections as set forth on Exhibit A, attached hereto and made a part hereof. It is understood that employees may opt out of the medical plan only at this initial enrollment, but a least 75% of the eligible employees must enroll.

7. All benefit eligible employees must enroll in the life insurance.

8. All subsequent new hires eligible for the full employer contribution will have to enroll in at least the medical and life plans. This provision will apply to the single coverage for all new hired employees.

9. By execution of this Participation Agreement, the Employer agrees that if they terminate their participation with the Trust on a date prior to the second renewal (January 1st, 2022), they will be responsible for any claims incurred prior to the date of termination, but processed after the termination date, with CEBT assuming no further financial obligation to pay said claims. If participation is terminated at the second renewal, with at least sixty (60) days prior notice, claims will be processed according to the Plan. In addition, only charges incurred after the effective date of participation and prior to the termination date are eligible for reimbursement consideration by CEBT.

10. Subject to Paragraph 9 herein, the Employer further agrees that after the first rate renewal anniversary, the Employer may only terminate at a future rate renewal date. Furthermore, the Employer shall be bound to notify the Trust of its termination from the Trust under this Participation Agreement by giving written notice at least sixty (60) days prior to the actual rate renewal date. If proper notice is given, benefits for the Employer's employees will be paid for eligible claims that are

submitted within ninety (90) days following the termination date. Eligible claims are defined as dates of service prior to termination, however, submitted and received within the ninety (90) day eligibility period.

11. Any Employer terminating from the Trust and not adhering to Paragraph 10 will be responsible for their own incurred but not reported claims liability from and after the date of termination, with CEBT assuming no further financial obligation.

12. This Participation Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their heirs, administrators, executors, legal representatives, successors and assigns.

13. Governing Law. Colorado law shall apply to the construction and enforcement of the Participation Agreement. The parties agree to the jurisdiction and venue of the courts of the County in which the CEBT administrators has its principle business office, State of Colorado, in relation to any dispute arising out of or in any matter connected with the Participation Agreement.

14. Enforcement. In the event that suit is brought regarding the Participation Agreement to enforce its terms, or in the event of default hereof, the prevailing party shall be entitled to and shall be awarded its reasonable attorney's fees and related court and litigation costs.

15. Severability. If any provision of the Participation Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of the participation Agreement shall continue in force and effect.

IN WITNESS WHEREOF, the Employer has caused this Participation Agreement to be executed on its behalf by a duly authorized officer and the Trustees of the Trust have caused this Participation Agreement to be executed on their behalf by a duly authorized Trustee this date February 3rd, 2020.

It is understood that this document supersedes any previously signed Participation Agreement(s).

WITNESS:






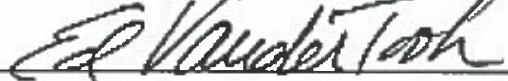
By 
By 
CEBT, Trustee

EXHIBIT A

Renewal Date

The employer selects the following renewal date:

 July 1st

 X January 1st

The employer group selects the following options:

 X Medical

 X Dental

 X Vision

 X Life Insurance

Volume \$20,000 or x salary

Dependent X

Participation levels in the dental and vision plans and voluntary life must be maintained at 25% of full-time eligible employees.



FREMONT COUNTY
BRANCH # R1

EFFECTIVE APRIL 1, 2020

MONTHLY RATES

\$20,000 Life / Accidental Death per Employee \$ 2.80
Dependent Life \$.95

	EE Only	EE + Spouse	EE + Child/ren	EE + Family
CEBT Medical (PPO 4) (\$1,500 deductible)	\$ 798	\$1,756	\$1,516	\$2,075
CEBT Medical (PPO 5) (\$2,500 deductible)	\$ 758	\$1,668	\$1,440	\$1,971
CEBT Medical (PPO 8) (\$5,000 deductible)	\$ 650	\$1,430	\$1,235	\$1,690
Medical HRP	\$ 275			
Delta Dental Plan B (w/ortho \$1,500 annual max)	\$ 35	\$ 72	\$ 99	\$ 134
Vision Plan A	\$ 10	\$ 14	\$ 13	\$ 24

I acknowledge that I have been informed that the above rates are based on the fact that all new eligible employees will enroll in this benefit program.

Received by *Dolores Bell*
Title *Chair*

Date *February 3rd, 2020*

Rates guaranteed through 12/31/2020



FREMONT COUNTY
BRANCH # R1

EFFECTIVE JANUARY 1, 2021

MONTHLY RATES

\$20,000 Life / Accidental Death per Employee \$ 2.80
Dependent Life \$.95

	EE Only	EE + Spouse	EE + Child/ren	EE + Family
CEBT Medical (PPO 4) (\$1,500 deductible)	\$ 839	\$1,846	\$1,594	\$2,181
CEBT Medical (PPO 5) (\$2,500 deductible)	\$ 797	\$1,753	\$1,514	\$2,072
CEBT Medical (PPO 8) (\$5,000 deductible)	\$ 683	\$1,503	\$1,298	\$1,776
Medical HRP	\$ 275			
Delta Dental Plan B (w/ortho \$1,500 annual max)	\$ 37	\$ 76	\$ 104	\$ 141
Vision Plan A	\$ 10	\$ 14	\$ 13	\$ 24

I acknowledge that I have been informed that the above rates are based on the fact that all new eligible employees will enroll in this benefit program.

Received by Debbie Bell
Title Chair

Date February 3rd, 2020

Rates guaranteed through 12/31/2021

Colorado Employer Benefit Trust
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