

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is entered into the 1st day of July, 2021, by and between Moore County ("Group"), acting in its capacity as the plan sponsor and plan administrator of the group health and dental plans identified in the recitals below, and FirstCarolinaCare Insurance Company, Inc. ("FCC"), a corporation with its principal place of business in Pinehurst, North Carolina.

WHEREAS, Group has established and maintains an employee welfare benefit plan for the purpose of providing certain health benefits to eligible employees and their eligible dependents on a self-funded basis (the "Plan"); and

WHEREAS, Group is the administrator of the Plan ("Plan Administrator"); and

WHEREAS, Group, acting in its capacity as the sponsor of the Plan and the Plan Administrator, desires to retain FCC to perform certain administrative services with respect to the Plan, in accordance with the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1

DEFINITIONS

1.1 Beneficiary means an employee or former employee of the Group who is enrolled in the Plan, and his or her dependents who are enrolled in the Plan.

1.2 Covered Services means those health care services and supplies described in the Plan Summary which are available to Beneficiaries through the Plan.

1.3 Effective Date means the first day FCC begins providing the services described in this Agreement, which date shall be July 1, 2021.

1.4 Group means the Plan Sponsor and/or the Plan Administrator, as applicable.

1.5 Schedule of Benefits means the document made part of the summary plan description that summarizes Covered Services, applicable benefit limitations and Beneficiary cost-sharing information.

1.6 Utilization Management means a set of formal techniques designed to monitor the use of or evaluate the medical necessity, appropriateness, efficacy or efficiency of health care services, procedures, providers or facilities. FCC's Utilization Management program is based upon precertification of certain health services or items according to accepted clinical guidelines.

SECTION 2

RESPONSIBILITIES OF GROUP

2.1 Establishment of Plan: The Group shall establish, maintain and appropriately fund the Plan and shall be solely responsible for the operation and administration of the Plan, except as expressly delegated to FCC under this Agreement. The Group has absolute authority with respect to the control, management, funding and disposition of Plan assets.

2.2 Cooperation: Group shall cooperate with FCC to the extent necessary to enable FCC to provide services in accordance with this Agreement and shall provide any information reasonable and necessary to carry out FCC's obligations. The Group shall provide FCC with sufficient information or documentation regarding benefits to be offered under the Plan for FCC to draft a summary plan description for Group review and approval.

2.3 Enrollment and Eligibility: The Group is responsible for determining the eligibility of individuals to enroll in the Plan in accordance with the eligibility requirements, criteria and/or rules established by the Plan Administrator. The Group shall provide FCC with current information identifying each Beneficiary eligible to participate and enrolled in the Plan in a sufficient time prior to the Effective Date to enable FCC to load all Beneficiaries in its system. Thereafter, the Group shall furnish to FCC as soon as reasonably possible, but in no event later than thirty (30) days of the effective date of the change, additions, deletions and changes to the Beneficiary census, in a form approved by FCC.

FCC shall be entitled to rely on the accuracy of all information submitted to FCC by the Group with respect to the eligibility of Beneficiaries to participate in the Plan and/or their enrollment in the Plan. Benefit payments made by FCC based on enrollment data reflected in FCC's records as of the time of such payments (even if the claim is incurred after a Beneficiary's coverage terminates) shall be the liability of the Group. FCC shall have no obligation or liability with respect to any changes in enrollment prior to receipt of proper notification in writing from the Group. FCC shall also not be responsible in any manner for any delay or error caused by the Group's failure to provide accurate enrollment information in a timely manner. The Group, in order to minimize its liability for claims incurred after a Beneficiary's loss of enrollment, shall make responsible efforts to collect and destroy invalid Beneficiary ID cards.

2.4 Benefit Information: The Group shall be responsible for finalizing and providing to FCC all information defining Covered Services prior to FCC's commencement of claims processing. In the event that Plan amends or modifies Covered Services, the effective date of the modification shall be subsequent to the date on which FCC has been notified of such modifications. FCC shall have no obligation to reprocess claims if the Group makes retroactive benefit changes or makes retroactive eligibility changes. FCC may consider reprocessing such claims in its discretion and at the Group's sole expense.

2.5 Beneficiary Education: Group shall provide FCC with access to employees in order that FCC may conduct enrollment meetings and provide education about covered services, how benefits are used and about other services provided by FCC.

2.6 Tax and Legal Status of Plan: The legal and tax status of the Plan under applicable law

is a matter for determination by the Group. Unless otherwise agreed to in writing, FCC shall not be responsible for establishing or maintaining the Plan in compliance with applicable state or federal laws, except to the extent expressly provided in this Agreement.

2.7 Reporting and Disclosure Responsibilities/Allocation of Responsibilities: The Group shall oversee the administration of the Plan and shall be responsible for complying with all reporting and disclosure requirements required by applicable law, including distribution of information to Beneficiaries in compliance with federal, state and local laws. Group shall have sole responsibility for reporting to the Centers for Medicare and Medicaid Services and to Medicare-eligible Beneficiaries information required in connection with creditable coverage under Medicare Part D prescription drug plans.

2.8 Named Fiduciary: The Plan Administrator shall be the named fiduciary and, as such, shall have the exclusive right to interpret the terms of the Plan and to determine eligibility for coverage and benefits with respect to all duties assigned to it under this Agreement or the Plan, and its good faith interpretation shall be binding and conclusive upon all persons. If an entity other than Group is appointed to serve as the plan administrator and/or named fiduciary of the Plan or to act on its behalf with respect to matters addressed in this Agreement, the Group shall notify FCC within five (5) business days of such change.

2.9 Access to Protected Health Information: The Group agrees to provide FCC in writing with the names and titles of employees who are designated to be authorized to have access to protected health information, as defined in the privacy regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). This notification must be provided within five (5) business days of the execution of this Agreement. Any changes to the list of designated persons must be provided immediately in writing. It is understood that FCC will not release protected health information to anyone in the Group who is not on the list of authorized persons. The Group shall be solely responsible for training its employees and ensuring that they comply with all HIPAA privacy and security regulations.

SECTION 3

RESPONSIBILITIES OF FCC

3.1 General: The Group has selected FCC to provide claims administration, customer services and Utilization Management services for the Plan. FCC shall administer and issue payment on claims submitted under the Plan, process enrollment applications and perform such administrative duties as set forth in this Agreement and the Plan Summary. FCC shall have the authority to make administrative decisions necessary to carry out its obligations under this Agreement.

3.2 Enrollment and Changes: FCC shall process any enrollment changes no later than four (4) business days following the date that FCC receives notice of the change. Notwithstanding, FCC shall not make any change effective retroactively more than thirty (30) days prior to the date FCC is notified of the change.

3.3 Summary Plan Description and Other Documents:

3.3.1 FCC will provide Group with a draft summary plan description, which Group will review and approve for printing and distribution to Beneficiaries. The Group understands and agrees that it is responsible for carefully and thoroughly reviewing the summary plan description that FCC provides. After determining that the document(s) accurately reflect the intent of the Group, Group shall sign and return the Acceptance Page to FCC.

3.3.2 Group understands and agrees that FCC will make its best efforts to ensure that the summary plan description complies with all applicable regulations. However, compliance with applicable laws and regulations is the responsibility of the Group, including time limits for distributing summary plan descriptions and amendments to Beneficiaries.

3.3.3 If the Group's summary plan description is not finalized before FCC begins administering the Plan, FCC is not responsible for any conflicts that may occur if changes are made by the Group. This does not apply to amendments that the Group may make at a later date to the extent those changes become effective after FCC has been notified of the change. FCC is not responsible for any conflicts or liabilities that may occur if group chooses to give Beneficiaries a copy of an interim summary document before the actual summary plan description is finalized.

3.3.4 The following document services are included in the administrative services fee: one initial copy of the FCC standard format summary plan description for each plan administered under this Agreement, initial printing costs of the summary plan description booklet, identification cards and standard FCC Beneficiary handbook or inserts.

3.4 Claims Administration: FCC shall perform claims administration services with respect to claims filed on behalf of or by Beneficiaries on or after the Effective Date, including customer service, claims adjudication and payment, provision of explanations of benefits and payments, periodic summary claims reports, coordination of benefits and any other claim-related functions. No run-in or run-out claims services will be provided by FCC for claims which were incurred prior to the Effective Date. Claims shall be adjudicated and paid according to summary plan description and the terms of this Agreement. FCC shall not incur any liability or other damages to any person on account of any payments or other distributions made by it in reliance on the foregoing or in accordance with the direction of the Group.

3.5 Delegation of Claims Decision-Making: Notwithstanding any provision of this Agreement or the summary plan description, the Group delegates limited fiduciary responsibility to FCC. FCC shall have discretionary authority and decision-making authority with respect to any disputes arising with respect to Plan benefits, including reviews of adverse determinations on claims for benefits. FCC shall administer Beneficiary claims for benefits and reviews of adverse determinations according to the procedure described in the summary plan description and in compliance with the requirements of 29 CFR Part 2560.503. FCC shall not be responsible for handling any disputes related an individual's eligibility to participate in the Plan.

3.6 FCC Guidelines. In providing the services described in this Agreement, FCC may apply its standard practices, policies and procedures used in its insured business as long as such standard practices, policies and procedures do not conflict with the summary plan description or this Agreement.

3.7 Undeliverable/Uncashed Claim Payments. FCC will follow its standard policies and procedures for handling claim payment checks that are either returned to FCC as undeliverable or are not cashed by

the payee. FCC shall return to the Group all amount representing any claim payment checks that are determined to be undeliverable or are uncashed after FCC has followed its procedures for handling such checks. The Group shall be responsible for determining whether such returned amounts are subject to escheat, unclaimed property, abandoned property or other similar laws and, if so, that such amounts are properly handled and reported in compliance with such laws.

3.8 Provider Network: FCC shall arrange for a network of health care providers (the "Network"), through a contracting intermediary to provide Covered Services to Beneficiaries. As part of FCC's responsibility, the Network will be maintained to provide adequate access by Beneficiaries to Covered Services. FCC reserves the right to add new Providers to the Network and remove existing Network providers from the Network. FCC shall ensure access to current Network provider directories for Beneficiaries. FCC is not responsible for any actions of any Provider that provides Covered Services to a Beneficiary.

3.9 Prescription Drug Network: For the purposes of providing prescription drug benefits to Beneficiaries, FCC shall establish a subcontractor relationship with a pharmacy benefits manager (PBM). The PBM contract model shall be transparent, with all rebates passed through to the Group. The designated PBM shall maintain an adequate number of pharmacies located in the Beneficiary service area that have entered into written agreements with the PBM. The designated PBM shall be responsible for the determination of prescription drug costs according to a predetermined reimbursement methodology, for maintaining a utilization management program, and for adjudication of prescription drug claims and reviews of adverse determinations. FCC shall oversee claims administrative services related to prescription drug benefits covered under the Plan. The PBM and the participating pharmacies may be changed from time to time and FCC shall notify the Group of such change. Beneficiaries will have access to the PBM's website for an electronic listing, updated periodically, of participating pharmacies.

3.10 Utilization Management/Other Programs: FCC shall maintain a Utilization Management program for the purposes of monitoring the effective utilization of medical services and supplies provided to Beneficiaries. The Utilization Management Program will be administered consistent with FCC's internal policies and procedures, the summary plan description and this Agreement. Other services provided to Beneficiaries will include participation in FCC's chronic care management program and periodic health assessments. Beneficiaries will be eligible to access FCC's employee assistance program.

3.11 COBRA and HIPAA Administration: FCC shall provide the necessary forms, disclosures and other services required to administer (i) the continuation of coverage provisions of the Plan, and as otherwise required by federal law in compliance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") and (ii) the issuance of certificates of creditable coverage, as required by federal law in compliance with the HIPAA. The Group agrees to take all reasonable steps to assist FCC in obtaining the information necessary to administer COBRA and HIPAA in accordance with administrative procedures by FCC. The Group shall timely provide FCC with notice of qualifying events required to be provided by the employer under COBRA.

3.12 Bond. FCC shall not be required to maintain a fidelity bond in connection with the Plan.

3.13 Subrogation and Reimbursement: FCC will provide Group with services to assist in recovery of funds under the subrogation provision in the summary plan description. Such services include contacting the member to determine the applicability of the subrogation provision, notifying the member of the Plan's subrogation provisions, reserving the Plan's rights under the subrogation provision and requesting reimbursement of funds as appropriate. FCC does not represent or guarantee that it will discover and pursue each subrogation opportunity, or that its attempts will be successful. FCC may decline to pursue claims under \$500. Such declination does not affect Group's right to pursue claims under that amount. Any amount collected by FCC shall not reduce the fees payable under this Agreement. FCC shall have authority to accept settlement of less than 100% of the claim under appropriate circumstances without approval of Group, provided the claim is for less than \$25,000. All other settlements will require approval by the Group.

3.14 Excess Risk/Stop Loss Insurance: Through arrangements with its primary reinsurance carriers and stop-loss coverage provided directly by FCC, FCC shall administer Group's stop loss program as described in the Schedule of Coverage of applicable Stop Loss Insurance Agreement and Exhibit C to this Agreement. FCC shall assist the Group in meeting all requirements as they relate to prompt notification of the carrier of potential or actual claims, filing claims with the carrier to ensure appropriate reimbursement, and providing for all necessary claims, enrollment and premium reporting and remittance requirements of the primary carrier in accordance with the terms of the agreement between FCC and the primary carrier.

3.15 Performance Guarantees: FCC shall be subject to the Performance Guarantees outlined in Exhibit B. The penalty payments specified in Exhibit B shall be Group's exclusive remedy for FCC's failure to meet performance guarantees.

3.16 Subcontracting: FCC may subcontract this Agreement, or any portion of the Agreement at any time during the term of the Agreement. Upon written request from the Group, FCC shall provide a full written list of any subcontractors engaged by FCC to perform services directly to the Group.

3.17 Dental Plan: The following sections of the Agreement or portions thereof, as applicable, shall not apply to the Dental Plan, and any reference in the Agreement to these sections or the obligations of the Parties described in these sections shall not apply to or include the Dental Plan:

- a. Section 3.8 (Provider Network),
- b. Section 3.9 (Prescription Drug Network),
- c. Section 3.10 (Utilization Management/Other Programs),
- d. Section 3.11 (COBRA and HIPAA Administration) but only the portion of this section that requires FCC to issue a certificate of creditable coverage,
- e. Section 3.14 (Excess Risk/Stop Loss Insurance), and
- f. Section 3.15 (Performance Guarantees).

SECTION 4

ADMINISTRATIVE FEES AND

PLAN BENEFITS PAYMENT

4.1 Fee Payment: On a monthly basis, the Group agrees to pay FCC the fees for administrative services listed in Exhibit A ("Administrative Fees") in the amount described in Exhibit A. Administrative Fees will be based upon then-current enrollment and shall be subject to reconciliation from month-to-month due to variances in enrollment. Amounts due to FCC from Group in accordance with the provisions of this Agreement shall be paid by the Group upon receipt of an invoice from FCC. Group shall remit payment to FCC within fifteen (15) days of the date of the invoice. The parties agree that the Administrative Fees may be amended from time to time by the mutual written agreement of the parties. If the Group does not timely pay the Administrative Fee and/or Plan Benefits Payment as defined herein, a late payment fee equal to one and one percent (1%) of the amount due will be assessed. Late fees shall begin to accrue on any unpaid amount beginning on the first business day following the 20th day of the month in which the amount is due. The Group further agrees to reimburse FCC, upon request, any fee, tax or charge that FCC pays or is required to pay relating to the Group Health Plan under the Patient Protection and Affordable Care Act, as amended ("PPACA"), including without limitation, the applicable transition reinsurance fee payable pursuant to Section 1341 of PPACA.

4.2 Funding Claims Payments: On a weekly basis, FCC will produce a check run report for medical claims indicating the claims that have been submitted for payment during the applicable time period and showing a total dollar amount of funds needed to pay the claims. FCC will transmit the report to Group by facsimile. Group shall initiate an automated clearing house transfer or wire transfer of the required funds to a bank account designated by FCC on the same business day of receipt of the check run report, if possible, but not later than the morning of the next business day.

For prescription drug claims, the same process will be applicable, except that check run reports are provided on a bi-weekly basis.

FCC has a percentage-of-savings arrangements with claim repricing vendors that provide access to discounted reimbursement for out-of-area services. Group agrees to pay the percentage-of-savings fees and FCC will remit the balance of the savings to Group.

4.3 Notice of Proposed Fee Schedule Changes: FCC will not increase the Administrative Fee prior to the end of the Initial Term of Thirty-Six Months of this Agreement. Prior to the end of the Initial Term of Thirty-Six Months (and subsequent terms thereafter), FCC shall provide at least One-Hundred and Twenty Days (120) days written notice of its intent to increase the Administrative Fee for subsequent terms. Any changes in the Administrative Fees must be mutually agreed upon in a written Amendment to the Agreement. If the Group does not agree to the change in the Administrative Fees or other provision, this Agreement shall terminate at the end of the then current term.

4.4 Failure to Perform: In addition to any remedies provided for in Section 5, if the Group fails to make, on a timely basis, a required payment of Administrative Fees or the Plan claims payments pursuant to the procedures set forth herein, FCC may suspend the performance of its services under this

Agreement until such time as Group makes the proper remittance. The Group shall remain responsible for payment of claims incurred pursuant to services already authorized and incurred during the suspension period and shall be responsible for payments due to providers for services rendered and claims incurred during the suspension period.

4.5 Additional Services: FCC may perform any service not enumerated in this Agreement for an additional reasonable fee. Any such service and corresponding fee may be provided only if agreed to in writing by Group and FCC in advance of such performance.

4.6 Float: FCC is not maintaining a separate account, in trust or otherwise, for handling of funds that may be assets of the Plan. The Group agrees and acknowledges that FCC may retain, as compensation, earnings on funds ("Float") provided to FCC pursuant to this Agreement. Float result from the short-term investment of funds during the period they are held by FCC. The Float period commences the date that FCC receives the fund and ends on the date that the funds are transferred as a result of a check being presented for payment or the clearing of an electronic payment. During the Float period, FCC invests such funds in commercial paper or other investments that yield interest at money market rates.

4.7 Overpayments: In the event a Benefit Payment is made on behalf of an ineligible person who was retroactively terminated, or if an overpayment was made to a provider, FCC shall make at least two attempts to recover any payment over \$100. FCC shall have no further obligation with respect to such overpayments, except pursuant to the Indemnification provision. FCC is authorized to offset the overpayment against unpaid claims for such person.

SECTION 5

TERM AND TERMINATION

5.1 Term: This Agreement shall have an initial term of Thirty-Six (36) months ("Initial Term"). This Agreement shall automatically renew for the period of the next succeeding Twelve (12) consecutive Months, subject to any Administrative Fee increase provided for pursuant to Section 4.3 or other change pursuant to the terms of this Agreement. This Agreement may be terminated during any 12-Month term for the reasons described in this Section 5.

5.2 Nonrenewal: Either party may elect not to renew this Agreement at the end of any 12-month term by giving forty-five (45) days written notice of such non-renewal prior to the end of the term.

5.3 Termination for Cause: Either party may terminate this Agreement for cause upon thirty (30) days written notice to the other party if the party to whom such notice is given has materially breached any material provision of this Agreement. Any such notice shall set forth the facts underlying the alleged breach. In the event that such breach is cured to the reasonable satisfaction of the non-breaching party within the notice period, then this Agreement shall continue in effect. If the breach is not cured to the reasonable satisfaction of the non-breaching party by the end of the notice period, the non-breaching party may terminate this Agreement immediately. The cure of a breach pursuant to this section shall not affect any remedy that the non-breaching party may have with respect to such breach.

Notwithstanding if the Group fails to pay the Administrative Fees or the Benefits Payment in the time period and manner described in Exhibit A and in Section 4.1, FCC, at its sole discretion, may terminate the Agreement by giving written notice to the Group stating the reason for termination; provided,

however, the Group shall have five (5) days to cure any Benefits Payment and Administrative Fees payment deficiency. FCC may suspend the payment of claims during any period when undisputed payment invoices remain unpaid.

5.4 Termination without Cause: Either party may terminate this Agreement without cause after the initial twelve (12) month term by providing the other party with forty-five (45) days prior written notice. Either party may also terminate this Agreement immediately upon the giving of written notice to the other party in the event of the other party's filing of a petition for relief under the federal bankruptcy law or in the event of any liquidation, rehabilitation or other fiscal insolvency of the other party. This Agreement shall also terminate if the Plan is terminated.

Notwithstanding any other provision of this Agreement, in the event of the filing by or against the Group of a petition for relief under the Federal Bankruptcy Code, FCC shall have the right to suspend the payment of claims for Plan benefits unless and until an order is obtained from the bankruptcy court, in form and substance acceptable to FCC, authorizing such payment and the Group has deposited the funds necessary to pay such claims in full.

5.5 FCC's Responsibilities upon Termination: FCC will process claims incurred and received before termination of the Agreement as provided for herein and subject to the other provisions of this Agreement. Following the termination date of the Agreement, FCC shall process claims which are received by FCC for a period of twelve (12) months following the date of termination. Fees for services rendered during the runout period will be based on the then-current Administrative Fees in effect on the termination date. Group will pay the equivalent of three (3) months of fees based on the then current enrollment. The three months of fees will be due within 31 days of the invoice date after the termination date.

Termination of this Agreement for any reason shall not relieve any party of any obligation incurred by it prior to such termination. FCC shall not be obligated to process and/or pay claims it receives after the date of termination even if such claims have been incurred prior to termination of the Agreement unless FCC has otherwise expressly agreed to provide run-out services under the Agreement.

Group agrees that claims will not be assigned to another party for payment during the runout period. FCC will not process or pay claims received after the runout period ends unless mutually agreed to in writing by both parties.

FCC shall provide Group with claims data and any other information reasonably necessary to effect a smooth transition to another third party administrator.

SECTION 6

MISCELLANEOUS PROVISIONS

6.1 Proprietary and Confidential Information: "Proprietary and Confidential Information" means all information of a party not known by, or generally available to, the public at large without restrictions on use and which relates to, or is used in connection with the services provided under this Agreement, or is

contained in, the Plan, the summary plan description or any other written materials prepared or provided by a party and shall include all contracts, price lists, provider information, reports, software programs and written materials developed in whole or in part by either party. Each party shall use reasonable efforts to identify specifically all Proprietary and Confidential Information by clearly marking it "confidential" in the case of information in written or other tangible form or clearly stating that the information is confidential where it, is in oral or other intangible form. Specifically excluded from Proprietary and Confidential Information is all protected health information provided to FCC by Group or maintained by FCC on behalf of the Group.

Proprietary and Confidential Information and all copies thereof are the property of the providing party. The parties acknowledges that the other party's Proprietary and Confidential Information constitutes valuable assets and trade secrets. Accordingly, the parties will use at least the same degree of care to protect the Proprietary and Confidential Information as they use to protect their own confidential information.

6.2 Protected Health Information: FCC and the Group shall comply with HIPAA and all regulations established thereunder as regards the privacy and security of protected health information, as defined by HIPAA. In addition, prior to the Effective Date, the Group and FCC must execute a Business Associate Agreement, which will govern FCC's obligations regarding the use and disclosure of protected health information when providing the services described in this Agreement.

6.3 Relationship of Parties: The parties enter into this Agreement as independent contractors and not as agents of each other. Neither party shall have any authority to act in any way as the representative of the other, or to bind the other to any third party, except as specifically set forth herein. The Plan Administrator delegates to FCC only those powers and responsibilities with respect to development, maintenance and administration of the Plan which are specifically granted in this Agreement.

6.4 Not Insurance: This Agreement shall not be deemed a contract of insurance under any laws or regulations. FCC does not insure, guarantee or underwrite the liability of the Group under the Plan. The Group has responsibility for the payment of all claims under the Plan. FCC has no duty or obligation to use its funds for the claims payments.

6.5 Enforceability: Failure of either party to insist upon compliance with any provision of this Agreement at any given time or under any given set of circumstances shall not waive or modify such provision or in any manner render it unenforceable, as to any other time or as to any other occurrence, whether the circumstances are, or are not, the same. No waiver of any of the terms or conditions of this Agreement shall be valid or of any force or effect unless it is agreed to in writing.

6.6 Reliance: FCC may rely upon any representation, instruction, direction, or approval made or provided by the Group in any form or manner deemed acceptable to FCC. The Group shall provide FCC a list of persons who authorized to act on behalf of the Group and FCC. FCC shall be fully protected in acting upon any instrument, certificate, representation or paper provided by such persons unless written notice is given to FCC that such person or persons are no longer authorized to act on behalf of the Group. FCC, to the extent possible, shall advise the Group as to the legal matters which come to its attention regarding potential legal actions involving the Group.

6.7 Liability for Benefits: It is understood and agreed that liability for payment of Benefits under the Plan is the liability of the Group and that FCC shall not have any duty to use any of its funds for the payment of such Benefits. FCC will have no obligation to arrange for payment of Benefits under the Plan if the Group has not made the requisite funds available to FCC in accordance with this agreement.

6.8 Indemnification: FCC agrees to indemnify the Group and hold it harmless from and against any and all claims, losses, liabilities, damages and expenses incurred by the Group, including reasonable court costs and attorneys' fees, to the extent that such claims, losses, liabilities, damages and expenses arise out of or are based upon FCC's intentional, willful, reckless or negligent acts or omissions in the performance of its duties under this Agreement.

The Group shall be responsible for any and all claims, losses liabilities, damages and expenses incurred by FCC, including reasonable court costs and attorneys' fees to the extent that such claims, losses, liabilities, damages and expenses arise out of or are based upon the Group's intentional, willful, reckless, or negligent acts or omissions in the performance of its duties under this Agreement.

In the event that legal action is brought against FCC and/or the Group by a Beneficiary, the Beneficiary's authorized representative or provider related to a claim for Covered Services, and such action is not the result of either party's intentional, willful, reckless or negligent acts or omissions, then the Group will assume responsibility for the defense of such suit to the extent that the interests of the parties do not conflict and as allowed by the applicable North Carolina law. FCC agrees to fully cooperate with the Group during the preparation stage of the defense as well as testify during any deposition or hearing at no cost to Group.

The indemnification obligations under this Section 6.8 shall survive the termination of this Agreement.

6.9 Audits: Group may annually inspect and audit FCC's business records that directly relate to billings made to Group for claims. Upon thirty (30) days prior written notice from Group, FCC shall provide Group with reports, as mutually agreed upon by the parties, of utilization and claims payment. FCC shall maintain accounting systems necessary to support this request. FCC may inspect and audit, or cause to be inspected and audited, the books and records of Group directly relating to this Agreement, including the existence and number of Beneficiaries. Each party shall fully cooperate with representatives of the auditing party, with independent accountants hired by the auditing party, and with representatives of any regulatory or accreditation agency, to conduct any such inspection or audit. Such audits shall be at the auditing party's sole expense and shall only be made during normal business hours, following thirty (30) days written notice, without undue interference to the other party's business activity, and in accordance with reasonable audit practices. If a completed audit reveals a discrepancy in the results and the previous calculations of the audited party, then the auditing party shall deliver written notice setting forth in reasonable detail the basis of such discrepancy. The parties shall use reasonable efforts to resolve the discrepancy within thirty (30) days following delivery of the notice, and such resolution shall be final, binding, and conclusive upon the parties. Upon a final and conclusive determination of a discrepancy revealed by an audit procedure under this Agreement, the party that owes money shall pay such sums to the other party within thirty (30) days of the delivery of the conclusive audit findings.

6.10 Governing Law: The rights and obligations of the parties hereto under this Agreement shall be governed by the laws of the State of North Carolina (without giving effect to its conflict of laws provisions), unless preempted by Federal law.

6.11 Dispute Resolution:

6.11.1 The parties agree that any and all disputes arising out of, or relating to, this Agreement shall first be addressed by direct negotiation between the parties

6.11.2 In order for disputes to be resolved promptly and fairly, the parties to this Agreement agree to mediate any disputes in excess of \$15,000 following the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions. The costs of mediation shall be shared equally by the parties. In no event shall the County be subject to arbitration proceedings. All claims or disputes shall be brought in the General Court of Justice of Moore County, North Carolina.

6.12 Force Majeure: The parties to this Agreement shall not be liable for any delay or nonperformance of any terms, conditions, covenants or provisions contained herein nor shall any such delay or nonperformance constitute default hereunder, or give rise to any liability for damages, if such delay or nonperformance is caused by storm, flood, fire, explosions, action of the elements or act of God, strike, walkout or other labor relations or industrial disturbance or problems, restrictions, restraints or delays imposed by law, rule, regulation or order of public authority, whether federal, state, or local, and whether civil or military, acts of military authority, interruption of transportation facilities, unavailability or breakdown of equipment, disability of any provider that has entered into a contract to provide covered services to the Plan. and any other cause which is beyond the reasonable control of either party, impedes its performance, and which by the exercise of reasonable diligence, either party is unable to prevent.

6.13 Notices: Any notice required to be given under this Agreement shall be sent by certified mail or overnight or same-day service, with all postage or delivery costs paid in advance, to the following in the case of FCC:

FirstCarolinaCare Insurance Company, Inc.
42 Memorial Drive
Pinehurst, NC 28374
Attn: Craig Humphrey

and in the case of Group:

Moore County
PO Box 905
Carthage, NC 28327
Attn: County Attorney's Office

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their names and on their behalf as of the day and year set forth above.

FIRSTCAROLINACARE INSURANCE COMPANY, INC.

DocuSigned by:
F. Craig Humphrey
BY _____
F. Craig Humphrey
President & COO

COUNTY OF MOORE

DocuSigned by:
Francis R. Quis, Jr., Chairman
BY _____
Francis R. Quis, Jr., Chairman
Moore County Board of Commissioners

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Caroline Xiong

Finance Officer

EXHIBIT A

Monthly Administrative Fees
Medical (includes Prescription Drug) and Dental

	07/01/2021 - 06/30/2022	07/01/2022 - 06/30/2023	07/01/2023 - 06/30/2024
Medical Administration Fee	\$34.00	\$34.00	\$34.00
Dental Administration Fees	\$3.50	\$3.50	\$3.50
COBRA Administration Fee	included	included	included
FirstHealth EAP Services	included	included	included
Biometric Screenings and Flu Shot Fees	included	included	included
HIPAA Certificates of Coverage	included	included	included
Nurse line/Rosebud Maternity Program	included	included	included
Pharmacy Network Access Fee	included	included	included
Provider Network Access Fee	included	included	included
Subrogation Services	included	included	included
Utilization Management Fee	included	included	included
Total Administrative Fee Per Employee Per Month	\$37.50	\$37.50	\$37.50

EXHIBIT B
Performance Standards and Penalties

The following performance guarantees shall each be evaluated on a monthly basis by the parties for the purpose of taking corrective action. Quarterly, the monthly reports will be aggregated and any audit observations reviewed to determine compliance with performance guarantees. The quarterly performance level is calculated based on the three-month aggregate. The four quarterly summaries are then aggregated to determine whether goal was attained, or whether there is a penalty/reward due.

CATEGORY	GOAL	PENALTY AT	REWARD AT	PENALTY/ REWARD OF
CUSTOMER SERVICE				2.00%
Average Answer Speed (8400 Line)	30 seconds	45 seconds	20	1.00%
Call Abandonment Rate (8400 Line)	4.00%	5.00%	seconds 2.00%	1.00%
OPERATIONS				4.00%
Claims Financial Accuracy	98.50%	97.50%	99.50%	1.00%
Claims Clerical Accuracy	97.50%	96.50%	98.50%	1.00%
Claims Turnaround Time for 90%	15 working days	16 working days	14 working days	1.00%
Eligibility Accuracy	98.00%	97.00%	99.00%	1.00%

Penalties and/or rewards are a percentage of the ASO fee.

SCHEDULE OF COVERAGE

Plan Sponsor: Moore County Government

Effective Date: 7/1/2021

X Specific Stop Loss Coverage

Agreement Period: Medical Claims – Incurred Period (07/01/2021 thru 06/30/2022)_Paid Period (07/01/2021 thru 06/30/2022)

Claims basis:

 X Incurred and paid during the Agreement Period

Incurred during the Agreement Period and paid within 3 months after the last day of Agreement Period

Specific Losses Deductible (each Beneficiary): \$80,000

Specific Losses Deductible (Aggregate): \$150,000

Excess Risk Limit: Unlimited

Lifetime Maximum (each Beneficiary): Unlimited

X Aggregate Stop Loss Coverage

Agreement Period: Medical Claims (07/01/2021 thru 06/30/2022)

Claims basis:

 X Incurred and paid during the Agreement Period

Incurred during the Agreement Period and paid within 3 months after the last day of Agreement Period

Aggregate Losses Deductible: \$ 7,103,842.64 Attachment Point

Excess Risk Limit: 115% (\$7,103,842.64) as of 7/1/2021

Based on the following:

Aggregate Attachment Point of \$832.61 PEPM

Stoploss Premiums: \$98.68 PEPM

Excludes any payments made to or on behalf of existing beneficiary to treat Hemolytic-Uremic Syndrome.

Exhibit C

STOP LOSS INSURANCE AGREEMENT

This Stop Loss Insurance Agreement ("Agreement") is entered into effective on the date specified on the Schedule of Coverage, by and between Moore County ("Plan Sponsor"), and FirstCarolinaCare Insurance Company, Inc. ("FCC"), a corporation with its principal place of business in Pinehurst, North Carolina.

WHEREAS, Plan Sponsor has established and maintains a self-funded group health plan (the "Plan") for certain of its employees and their dependents as the Plan Sponsor,

WHEREAS, the Plan Sponsor has entered into an Administrative Services Agreement with FCC to perform services in administering the Plan, and

WHEREAS, the purpose of this Agreement is to limit Plan Sponsor's claims liability under the Plan, as specified on the Schedule of Coverage, through FCC's assumption of direct liability and through upstream reinsurance agreements by which FCC has ceded liability for Losses, and

NOW, THEREFORE, in consideration of the mutual agreement and conditions contained herein, the parties agree as follows:

PART I DEFINITIONS

AGGREGATE LOSSES means the total amount of Losses incurred by the Plan Sponsor on behalf of the entire Plan during the Agreement Period that are not reimbursable under the Specific Losses coverage provision.

AGREEMENT PERIOD is the period of time during which this Agreement is in effect, defined on the Schedule of Coverage attached to and incorporated by reference into this Agreement.

- A. ALLOWABLE CHARGES means payments that have been made on behalf of Beneficiaries for Eligible Services. In addition, Allowable Charges shall not include any payments that have been made to or on behalf of Beneficiaries for the treatment of Hemolytic-Uremic Syndrome. It does not include any payments that are made under the self-funded dental plan established by the Plan Sponsor for its eligible employees and their dependents.
- B. BENEFICIARIES means individuals eligible for and participating in the Plan.
- C. COINSURANCE means the percentage of Losses paid by FCC in excess of the Deductible, as set forth in the Schedule of Coverage.

- D. DEDUCTIBLE refers to the per Agreement Period out-of-pocket expenses for Eligible Services and Allowable Charges the Plan Sponsor must pay before coverage under this Agreement begins, as stated on the Schedule of Coverage.
- E. ELIGIBLE SERVICES means all of the health services for which benefits are provided to Beneficiaries as described in the Summary Plan Description and for which FCC has agreed to provide stop loss coverage pursuant to the terms of this Agreement. It does not include any dental services which are provided under the Plan Sponsor's self-funded dental plan.
- F. EFFECTIVE DATE is defined on the Schedule of Coverage.

EXCESS RISK LIMIT refers to the maximum dollar amount, per Agreement Period, that FCC shall pay under this Agreement, as stated on the Schedule of Coverage.

INSOLVENT or INSOLVENCY means that the Plan has been declared insolvent and is placed under an order of liquidation by a court of competent jurisdiction.

LOSS OR LOSSES means Allowable Charges incurred during the Agreement Period. Losses must be paid by the Plan Sponsor prior to being considered for reimbursement under this Agreement. Losses shall be deemed incurred on the dates on which the Beneficiary received the service or treatment. Date of payment is evidenced by the date of the check issued in payment of such service or treatment and/or date of entry to Plan Sponsor's general ledger. In no event shall the stop loss coverage be more than the actual amount for which the Plan Sponsor is liable.

PLAN DEDUCTIBLE refers to the per Agreement Period out-of-pocket expenses for Eligible Services and Allowable Charges the Plan must pay before coverage under this Agreement begins, as stated on the Schedule of Coverage attached to and incorporated by reference into this Agreement.

PREMIUM means the amount to be remitted by Plan Sponsor to FCC, as set forth on the Schedule of Coverage.

SPECIFIC LOSSES means the total amount of Losses incurred by the Plan Sponsor on behalf of any specific Beneficiary during the Agreement Period.

SUMMARY PLAN DESCRIPTION means the booklet describing the health services and conditions under which health benefits are provided under the Plan to Beneficiaries.

PART II

TERM and TERMINATION OF COVERAGE

- A. Term and Termination. This Agreement shall be in effect for the twelve-month period described as the Agreement Period on the Schedule of Coverage. This Agreement will terminate at 12:00 a.m. on the last day of the Agreement Period unless FCC has provided and Plan has accepted a renewal offer for an additional twelve month term.
- B. Early Termination.

1. In the event that Premiums due under this Agreement are not paid within forty-five (45) days after the due date, coverage hereunder will terminate at FCC's discretion both as to the fact of termination and date of termination.
2. This Agreement will terminate on the date on which (i) the Plan Sponsor or Plan becomes Insolvent; (ii) the Plan is terminated or otherwise has no Beneficiaries under the Plan.
3. This Agreement shall be terminated as of the date FCC ceases to be the third-party administrator for the Plan.
4. This Agreement will be terminated on the date that Plan Sponsor fails to fund the benefits provided under the Plan.
5. This Agreement may be terminated by FCC as of the date of termination of any upstream reinsurance agreement by which FCC has ceded its liability for Losses.

In the event of early termination, FCC's liability under this Agreement will be limited to liability accruing prior to the termination date; provided, however, that FCC in its sole discretion may terminate this Agreement retroactively to the Effective Date in lieu of pro-rated liability.

- C. Termination for Cause. FCC may terminate this Agreement retroactively to the Effective Date if any of the following occurs:
1. The Plan Sponsor provided any false or misleading information that materially affected FCC's decision to enter into this Agreement.
 2. The Plan Sponsor or its third-party administrator withholds information regarding Losses, Eligible Services or Allowable Charges.
- D. Reinstatement. If this Agreement terminates for any reason, it may be reinstated at FCC's option. It can be reinstated only in writing by one of FCC's officers and subject to any written conditions of reinstatement imposed by FCC.
- E. Effect of Termination. FCC will continue to process claims, if any, for which payment is due under this Agreement after termination; provided, however, FCC shall require periodic reporting of large claims and potentially catastrophic Losses, as defined by FCC and on a form provided or approved by FCC, as modified by FCC from time to time.

PART III PREMIUMS

- A. Premium Payment. Premiums as calculated as described on the Schedule of Coverage are due and payable monthly and in advance by the first day of the month in which the Premium is due. The initial premium is due on the Effective Date.
- B. Premium Changes. FCC reserves the right to change any premium rate on any of the following:
1. Any anniversary of the Effective Date;
 2. When the terms of the benefits under the Plan are materially changed and FCC has accepted such change for stop loss coverage; and

3. The date FCC learns that the terms of the Plan actually in effect are materially different from the terms upon which FCC's issuance of coverage was based, at FCC's sole discretion and subject to its right to terminate the Agreement as set forth in Part II.C. above.
- C. Grace Period. Plan Sponsor will be allowed a thirty-one (31) day grace period for the payment of Premiums, excluding the initial Premium. Plan Sponsor will be liable to FCC for all premiums remaining unpaid on the date of termination of coverage, including Premium for the days of the grace period during which this Agreement remained in force.

PART IV COVERAGE PROVISIONS

- A. Aggregate Stop Loss Coverage. FCC will pay Plan Sponsor the amount by which the Aggregate Losses paid exceed the Aggregate Losses Deductible amount set forth on the Schedule of Coverage, not to exceed either the individual Lifetime Maximum or the Excess Risk Limit and subject to any additional limitations set forth herein.
- B. Specific Stop Loss Coverage. FCC will pay Plan Sponsor the amount by which the Specific Losses exceed the Specific Losses Deductible amount set forth on the Schedule of Coverage, not to exceed either the individual Lifetime Maximum or the Excess Risk Limit and subject to any additional limitations set forth herein.

PART V REIMBURSEMENT PROCEDURES

- A. Claims. Claims for Losses shall be paid in accordance with the terms of the Plan no later than 30 days after receipt of adequate proof of claim. If a claim is not paid within that time limit due to an act or omission of Plan Sponsor, FCC may determine that is not eligible for reimbursement hereunder, unless the Plan Sponsor provides evidence that it was not possible, under the circumstances, to play the claim within 30 days.
- B. Proof of Loss. The Plan Sponsor shall submit a written claim form, as provided by FCC, within forty-five (45) days after the date of Loss. If the Plan Sponsor does not submit a claim form within such time limit, FCC reserves the right to deny reimbursement of the Loss.
- C. Reports. FCC shall require periodic reporting of large claims and potentially catastrophic Losses, as defined by FCC and on a form provided or approved by FCC.

PART VI EXCLUSIONS

The following are not covered under this Agreement:

- A. Losses, (or other expenses, charges or costs) incurred after the date this Agreement terminates due to the Plan's Insolvency.
- B. Expenses for services which are not Eligible Services.

- C. Services for which the Beneficiary has no legal obligation to pay.
- D. Services for which the Plan Sponsor has no legal obligation to pay.
- E. Any expenses paid on behalf of a person not eligible for enrollment in the Plan.
- F. Any expense for which there is any other insurance, reinsurance or other plan established pursuant to federal, state or local law, or any other indemnity against loss which would but for the existence of this Agreement, indemnify the Beneficiary or Plan.
- G. Loss shall not include ex gratia payments, interest, withholds, or capitation payments paid by the Plan Sponsor.
- H. Any cost of claim payment, investigation, litigation, extra-contractual damages or liability incurred by the Plan or Plan Sponsor.
- I. Expenses due to sickness or injury caused by war.
- J. Expenses incurred while the plan is not in force for a person.
- K. Expenses which are in excess of the usual or customary charge for a service in the locality where performed.
- L. Expenses which are in excess of the Plan benefits.
- M. Expenses resulting from the Plan Sponsor's failure to comply with any legal statute or regulation
- N. Liability assumed by the Plan Sponsor under any contract or service agreement other than the Plan agreed to by FCC.

PART VII DISPUTE RESOLUTION PROCEDURE

- A. **Direct Negotiation.** The parties agree that any and all disputes arising out of, or relating to, this Agreement shall first be addressed by direct negotiation between the parties. The disputing party shall provide the other party with written notice of the dispute ("Notice of Dispute"), containing a detailed description of the matter in controversy. The parties agree to exercise reasonable commercial efforts to resolve the dispute as soon as practicable.
- B. **Mediation.** In order for disputes to be resolved promptly and fairly, the parties to this Agreement agree to mediate any disputes following the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions. The costs of mediation shall be shared equally by the parties. In no event shall the County be subject to arbitration proceedings. All claims or disputes shall be brought in the General Court of Justice of Moore County, North Carolina.

PART VIII GENERAL PROVISIONS

- A. Form or Content of Agreement. No agent of FCC may change this Agreement or waive any of its contents other than by endorsement signed by both FCC and Plan Sponsor.
- B. Non-Accumulation. Coverage under this Agreement is not accumulative from one Agreement Period to another.
- C. Entire Agreement. This Agreement, including the application, Schedule of Coverage, applicable riders or endorsements and any forms attached hereto as exhibits, constitute the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.
- D. Legal Actions. No action at law or equity shall be brought to recover on this Agreement prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirement of this Agreement. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.
- E. No Third Party Beneficiary. This Agreement is solely for the benefit of the Plan parties to this Agreement. It is intended that there be no third party beneficiary. This Agreement shall not create any right or legal relation between FCC and any Beneficiary.
- F. Benefits Not Transferable. This right to benefits under this Agreement cannot be transferred, assigned or delegated, in part or in whole, without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Plan Sponsor and FCC and their respective successors and heirs, provided that this Agreement (or any part of it) may not be assigned by either party without the prior written consent of the other.
- G. Assignments are not permitted unless both parties agree explicitly in writing., delegation or transfer. Prior to any assignment, delegation, or transfer of this Agreement, FCC will give sixty (60) days prior written notice to the North Carolina Commissioner of Insurance by registered or certified mail.
- H. Audit, Access to Records, and Overpayments. Plan Sponsor's books and records, relating to reinsurance under this Agreement, to the extent permitted by law, shall be made available to FCC and its authorized representatives for inspection and audit during normal business hours, on a date and time mutually agreed to by the parties. Plan Sponsor's books and records shall be maintained and preserved, by the Plan Sponsor, and made available to the FCC in hard copy, during the time this Agreement is in effect and for a period of three (3) years thereafter for each applicable record.

FCC's books and records, relating to reinsurance under this Agreement, to the extent permitted by law, shall be made available to the North Carolina Commissioner of Insurance for audit and review.

If FCC makes a payment for a Loss and it is later determined that a lesser amount should have been paid, FCC shall be entitled to a prompt refund of the excess paid. In no event shall the reinsurance coverage be more than the actual amount for which FCC is liable on any Loss
- I. Severability. If any provision of this Agreement, or its application to any party or circumstance, shall be adjudged by a court or other authority to be invalid or unenforceable, the parties agree that such

judgment shall in no way affect the validity and enforceability of other provisions of this Agreement that reasonably can be given effect apart from that which is invalidated.

- J. Offset. FCC shall have the right to offset any balance or amounts due from the Plan Sponsor under the terms of this Agreement. However, in the event of Insolvency of any party hereto, offset shall only be allowed in accordance with applicable law.
- K. Overpayments and Third Party Liability. The defense of any legal action instituted on a claim for benefits under the Plan to which this Agreement applies shall be the obligation of the Plan Sponsor. FCC, at its own election and expense, shall have the right to participate with the Plan Sponsor in the defense or appeal of any action, suit or proceeding in which FCC, in its sole discretion, determines that it may become involved.

The Plan Sponsor agrees to inform FCC of any legal action instituted on a claim for benefits under the Plan which does or which may involve liability of FCC under this Agreement. Such notification shall be in the form of a written memorandum and shall be accompanied by copies of any summons, subpoenas, pleadings, motions, and/or orders concerning the legal action.

The Plan Sponsor undertakes to prosecute any and all valid claims that the Plan Sponsor may have against third parties including without limitation, amounts identified through claims audit, coordination of benefits, non-duplication of benefits, workers' compensation, and subrogation arising out of any occurrence resulting in a Loss payment by the Plan Sponsor and to account for any amounts recovered.

Any coordination of benefits refunds or third party liability amounts received or recovered by the Plan Sponsor on behalf of the Plan shall be used to pay court costs and attorney fees (if any) and, if such amounts are attributable to claim payments included in the Plan's experience for any Agreement Period during which the attachment point(s) were exceeded, to reimburse FCC for any amount that FCC may have paid or become liable to pay the Plan Sponsor under this Agreement during the then-current Agreement Period year. Thereafter, all remaining amounts shall be credited to the Plan.

- L. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto by their respective duly authorized officers have executed this Agreement in duplicate as of the dates below:

FIRSTCAROLINACARE INSURANCE COMPANY, INC.

By: *F. Craig Humphrey*
F. Craig Humphrey
President & COO

Date: _____

[PLAN SPONSOR]

DocuSigned by:

By: _____

Francis R. Quis, Jr., Chairman

Francis R. Quis, Jr., Chairman

Moore County Board of Commissioners

Date: _____

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:

Caroline Xiong

Finance Officer

AMENDMENT #2

SCHEDULE OF COVERAGE: 07/01/2023 – 06/30/2024

Plan Sponsor: Moore County Government

Effective Date: 7/1/2023

☒ **Specific Stop Loss Coverage**

Agreement Period: Medical Claims –

- Incurred Period (07/01/2023 thru 6/30/2024)
- Paid Period (07/01/2023 thru 6/30/2024)

Claims basis:

X Incurred and paid during the Agreement Period

Incurred during the Agreement Period and paid within 3 months after the last day of Agreement Period

Specific Losses Deductible (each Beneficiary): \$80,000

Specific Losses Deductible (Aggregate): \$250,000

Excess Risk Limit: Unlimited

Lifetime Maximum (each Beneficiary): Unlimited

☒ **Aggregate Stop Loss Coverage**

Agreement Period: Medical Claims (07/01/2023 thru 6/30/2024)

Claims basis:

X Incurred and paid during the Agreement Period

Incurred during the Agreement Period and paid within 3 months after the last day of Agreement Period

Minimum Aggregate Deductible: \$ 8,232,914

Aggregate Corridor: 115%

Based on the following:

Aggregate Factors:

- | | |
|---------------|---------------------|
| 1. \$609.71 | Employee Only |
| 2. \$1,371.85 | Employee + Spouse |
| 3. \$1,127.96 | Employee + Child |
| 4. \$1,524.28 | Employee + Children |
| 5. \$,1981.56 | Employee + Family |

Stop Loss Premiums:

- | | |
|-------------------|---|
| 1. \$131.30 | Specific Premium |
| 2. <u>\$12.50</u> | <u>Aggregate Premium</u> |
| \$143.80 | TOTAL (Combined Premium for Stop Loss Fixed Costs) |

AMENDMENT #2

SCHEDULE OF COVERAGE: 07/01/2023 – 06/30/2024

Excludes any payments made to or on behalf of existing beneficiary to treat Hemolytic-Uremic Syndrome.

FIRSTCAROLINACARE INSURANCE COMPANY, INC.

DocuSigned by:
By: F. Craig Humphrey
7E3CAD810FEE4D2...

F. Craig Humphrey

President & Chief Operating Officer

Date: 6/13/2023

COUNTY OF MOORE (Plan Sponsor)

DocuSigned by:
By: Nick Picerno
3033800B23924A7...

Nick Picerno, Chariman

Moore County Board of Commissioners

Date: 6/20/2023

Attest:

DocuSigned by:
Laura M. Williams
02P819A76304403...

Laura M. Williams
Clerk to the Board

PRE-AUDIT CERTIFICATE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:
Caroline Xiong
1559291633E944E...
Finance Officer