

**AGREEMENT BETWEEN COUNTY OF YORK AND COLONIAL BEHAVIORAL
HEALTH FOR PARTICIPATION IN THE HEALTH & DENTAL AND OTHER
VOLUNTARY BENEFIT PLANS**

This agreement is made and entered into as of ____ day of _____, 2025, by and between the County of York, hereinafter referred to as "the County," and Colonial Behavioral Health, a community services board created and administered pursuant to the provisions of §37.2-500 *et seq* of the Code of Virginia, 1950, as amended, hereinafter referred to as "CBH."

WHEREAS, the County is designated as the fiscal agent for CBH per the Fiscal Agent Memorandum of Agreement dated July 7, 2025; and

WHEREAS, the County provides health and dental insurance plans and other voluntary benefit programs offered now or in the future, collectively referred hereinafter to as "benefit plans", for eligible participants; and

WHEREAS, the County's benefit plan year begins on January 1 of each year and ends on December 31, with designated periods of open enrollment and new hire enrollment, all according to County policy; and

WHEREAS, CBH desires to participate in the benefit plans for its employees, subject to the terms and conditions set forth herein; and

WHEREAS, the County and CBH wish to establish the terms of CBH's participation in the benefit plans;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to establish the terms under which CBH will participate in the benefit plans offered by the County and to define the respective obligations of each party.

2. DEFINITIONS

Eligible participant: a person who meets the criteria for enrollment in the County's benefit plans, as set forth in the County's Personnel Policy and applicable Administrative Directives.

Active eligible participant: An eligible participant currently employed by CBH

Retired eligible participant: Former employees who have retired from CBH

3. TERM

This Agreement shall commence on 1st day of July, 2025 and shall continue unless earlier terminated in accordance with Section 8.

4. PARTICIPATION

4.1 The County is solely responsible for the plan design of benefit plans offered to eligible participants including, but not limited to, the setting of the self-insured rates annually or the health and dental plans.

4.2 During open enrollment, CBH shall be responsible for coordinating with the County's Department of Human Resources (HR) and providing HR with the necessary information for enrolling eligible employees. County HR shall provide CBH a schedule outlining the expectations for information to be shared and deadlines to facilitate the enrollment process between the parties. The schedule will be delivered to the Director of Human Resources one week before the start of open enrollment. Failure by CBH to adhere to the enrollment policy may prevent the enrollment of an otherwise eligible participant.

4.3 Participation in the benefit plans will be governed by all applicable rules, policies, and regulations of the County.

4.4 If CBH chooses to offer retiree health and dental benefits CBH retiree participation will be governed by the policies which govern County retiree participation.

5. PAYMENT AND COSTS

5.1 For active eligible participants, CBH shall be responsible for payments for participation in the benefit plans through payroll deductions for both the employee and employer costs. The County's Finance Department shall remit the payments to the Treasurer's Office monthly.

5.2 For retired eligible participants, CBH shall be responsible for reimbursing the County for any employer retiree benefits monthly. Retiree's share of the benefit plan shall be in the manner and policies as County retirees, currently remitted by the Virginia Retirement System on the employee's behalf. Should Virginia Retirement System discontinue or otherwise make itself unavailable for the remittance procedure, the parties shall execute an Amended Agreement to establish and document an alternate procedure.

5.3 Annual Reconciliation of Premiums and Claims – For the purposes of this agreement, the annual reconciliation will be performed on a fiscal year basis, beginning in July 1 and ending in June 30 each year.

By September 30th of each year, the County will reconcile the prior fiscal year's health and dental premiums paid by CBH and its employees against the actual claims costs and carrier administrative fees incurred.

- If actual costs exceed total premiums collected: CBH will reimburse the County in full by November 15th.
- If total premiums collected exceed actual costs:
 - The County will hold the overpayment in a CBH Health and Dental Insurance Fund Reserve until the reserve balance equals at least 20% of the prior year's claims cost.
 - The Reserve will be used to offset any annual claims overages.
 - After resolving any claims overages, and reaching the 20% reserve threshold, any additional excess will be returned to CBH annually by November 15th.

6. DATA SHARING AND CONFIDENTIALITY

6.1 The parties agree to maintain the confidentiality of any personal, medical, or financial information exchanged under this Agreement in compliance with applicable laws and regulations, including but not limited to HIPAA, if applicable. Where disclosure of any such information is required by law, the party required to disclose will notify the other party of the obligation to disclose as far in advance as reasonably practicable.

6.2 Each party shall notify the other party of any unauthorized access to or disclosure of such information. Notification, via email to the County Attorney and Director of Human Resources, shall take place within one business day of the unauthorized access or disclosure.

7. INDEMNIFICATION

CBH shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against any and all claims, damages, liabilities, or expenses arising out of or related to the negligent acts or omissions of the indemnifying party in connection with this Agreement.

8. TERMINATION

8.1 Either party may terminate this Agreement upon providing 365 days' written notice to the other party.

8.2 The County reserves the right to terminate CBH's participation in the health and dental insurance plans for non-compliance with plan requirements or non-payment of fees.

8.3 Upon termination, CBH shall ensure the transition of its employees out of the health and dental insurance plans and settle any outstanding obligations to include proper administration of any claims incurred during enrollment regardless of timing of the notice of expenditure

9. GENERAL PROVISIONS

9.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Venue for any dispute arising out of this Agreement shall be in the General District or Circuit Court for the County of York

9.2 Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements or understandings pursuant to the health and dental insurance plans.

9.3 Amendments: Any modifications or amendments must be in writing and signed by both parties.

9.4 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COLONIAL BEHAVIORAL HEALTH

By: _____

Title: _____

Date: _____

COUNTY OF YORK

By: _____

Title: _____

Date: _____

Approved as to Form

County Attorney