

BENEFIT COORDINATORS CORPORATION ADMINISTRATION AGREEMENT

Name of Employer City of Irvine

Business Address 1 Civic Center Plaza

Irvine, CA 92606

Employer's tax identification number (EIN): 95-2759391.

In consideration of the covenants and obligations hereinafter set forth to be well and faithfully performed by the respective parties hereto, Self Insured Services Company, doing business as, Benefit Coordinators Corporation (hereinafter referred to as the "Administrator") and Employer hereby agree as follows:

SECTION I - SERVICES TO BE PROVIDED TO EMPLOYER

- 1.1 In consideration of the fees to be paid to it, the Administrator hereby agrees to provide administrative services to Employer in connection with the agreements identified in the "Services Exhibit" attached to this Benefit Coordinators Corporation Plan Administration Agreement (the "Administration Agreement" or the "Agreement"), as more fully set forth in each agreement's respective Exhibit hereunder, and in accordance with the following terms and conditions.
- 1.2 Administrator shall perform the services under this Agreement (the "Services") in a professional and diligent manner and in accordance with industry standards. Administrator has obtained and will at all times maintain during the term of this Agreement, all applicable licenses, permits, approvals and certifications necessary to provide the Services. In performance of this Agreement, Administrator shall comply with all applicable Federal, State and local laws, statutes, ordinances, rules and regulations.

SECTION II - ADMINISTRATION FEES

- 2.1 Employer shall pay fees to the Administrator as set forth in the Schedule of Fees Exhibit of this Agreement. The Setup Fee for the purpose of establishing the services in connection with Employer shall be due and payable upon execution of this Agreement and shall not be refundable under any circumstances. The Administrator's fees will be subject to revision at the contract renewal and any change in fees will be communicated to Employer thirty (30) days prior to the effective date of the change. Administrator reserves the right, with 30 days' notice, to modify fees if Employer's employee base is modified by a 20% or greater percentage.
- 2.2 Employer and the Administrator acknowledge that the Administrator's fees for the services rendered by the Administrator in connection with the welfare benefit plans covered by this Administration Agreement (collectively the "Plans") will be paid by Employer, except as indicated in Schedule of Fees Exhibit.
- 2.3 Employer specifically acknowledges that the Administrator will have the right to immediately terminate services under this Agreement in the event that Employer fails to comply with the terms of the Agreement in any material respect, including, but not limited to, any failure by Employer or its agents to pay any fee of the Administrator when due. In the event of any such termination, the Administrator will notify Employer prior to the effective date of termination. As an alternative to termination of services, the Administrator, in its sole discretion, may offer Employer the opportunity to continue service by paying all past due amounts along with a reinstatement fee.

- 2.4 Employer shall reimburse the Administrator for any expenses incurred for the printing and postage of any material produced specifically for Employer and sent via U. S. mail to the participants that is outside the scope of services listed on the Schedule of Fees and approved in advance in writing by Employer.
- 2.5 Employer shall reimburse the Administrator for any charges incurred due to insufficient funds, returned check fees or the like incurred through Employer's funding of its payment of fees due the Administrator or claims payments.

SECTION III - LIABILITY & INDEMNITY

- 3.1 The Administrator does not insure nor underwrite the liability of Employer under the Plans. Employer retains the ultimate financial and fiduciary responsibility for claims made under the Plans, and for all expenses incident to the Plans, except as specifically assumed by the Administrator in this Agreement.
- 3.2 Employer agrees to indemnify, defend (with counsel selected by the Administrator), and hold the Administrator, its employees, officers, agents, successors and assigns, and unharmed against any and all loss, damage and expense, including attorneys' fees (collectively, a "Loss"), occasioned by claims, demands or lawsuits brought against the Administrator to recover benefits under the Plans except to the extent such Loss resulted from the fraud, negligence or willful misconduct of the Administrator. This section shall not be construed to prevent Employer from pursuing a breach of contract action against the Administrator for any failure of the Administrator to properly perform its duties under this Agreement.
- 3.3 The right to be defended, indemnified and held unharmed, hereunder shall extend to the Administrator's employees, their estates, executors, administrator, guardians, conservators and heirs and shall apply after the employee ceases employment with the Administrator with respect to acts or omissions during employment.
- 3.4 Employer agrees to indemnify the Administrator for any charges or fees incurred or arising due to Employer's lack of timely reporting of eligibility changes or terminations. This indemnification will extend to any liability relating to the performance, or failure to perform, of any agent performing any of Employer's duties under this Agreement, including, but not limited to, any failure in the delivery of timely and accurate enrollment or eligibility data by any agent with which Employer has contracted to provide such data.
- 3.5 The Employer agrees to be unconditionally and without limitation liable for all transactions effectuated by use of the debit card system, if applicable, whether authorized or unauthorized, whether utilized by Employees or some other person, and whether arising from debit cards lost or stolen. All Employees who are granted use of the debit card system shall be deemed third party beneficiaries of the accommodations extended herein and of the terms and conditions of this Administration Agreement. Accordingly, such Employees shall be jointly and severally liable with the Employer for any transactions effectuated under the debit card system issued to the respective Employee, whether authorized or unauthorized, and whether arising from lost or stolen debit cards.
- 3.6 The Administrator agrees to indemnify, defend (with counsel selected by Employer), and hold Employer, its employees, officers, agents, successors and assigns, unharmed against any and all loss, damage and expense, including attorneys' fees, occasioned by claims, demands or lawsuits brought against Employer relating to the performance of, or failure to perform, the responsibilities placed on the Administrator by this Administration Agreement.

SECTION IV - TERMINATION & REVISION

- 4.1 The terms in this Administration Agreement shall be from the effective date hereof until such time as this Administration Agreement may be modified or terminated by the parties hereto.

If either party desires to modify this Administration Agreement, it shall notify the other party in writing delivered at least 30 days prior to the effective date of such modification or, in the event of a proposed modification due to a change in the local, state, or federal law, as soon as feasibly possible thereafter. The effective date will be no sooner than the end of the coverage month following 30 days from the date of delivery of the notice. All modifications shall require the mutual written consent of the parties.

- 4.2 In the case of a proposed termination by Employer, notice of intent to terminate services must be sent in writing to the Administrator 90 days prior to the effective date of termination. Upon receipt, Administrator must return a timeline of actual disengagement of services. If the Employer's desired effective date of termination is less than 90 days, Employer will continue to be responsible for any and all fees for 90 days, and Employer assumes responsibility and liability for any outstanding and new errors, discrepancies and unresolved issues even if the issue resulted from a period during which Administrator was the Administrator. If Employer requires additional time to access the system beyond the termination date, a signed amendment is required prior to the termination date. Access will be granted at a fee of \$500 per month. If Employer does not timely respond with aforementioned amendment and/or payment prior to the termination date, Employer understands that system access will be revoked and data will be purged as of the effective date of termination with no ability to reactivate.
- 4.3 All obligations of the Administrator related to the relevant rights of the employees and their dependents to payment of benefits from the Plan will be terminated and extinguished on the effective date of termination given in the notice of this Administration Agreement, except as provided in Section 4.5 and 4.6 below.
- 4.4 Either party may terminate this Agreement upon: (i) the occurrence of a material breach by the other party, which material breach has not been cured within 30 days after written notice; (ii) termination or suspension by the other party of its business; (iii) the other party becoming subject to any bankruptcy or insolvency proceeding under the laws of any jurisdiction; (iv) the other party is unable to pay its debts as they become due, becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or (v) the other party goes into liquidation, voluntarily or otherwise. This Agreement may be terminated by any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, whether domestic, foreign or international with jurisdiction over the parties ("Regulator"), or by the parties at the direction of any Regulator.
- 4.5 Except for terminations as provided in 4.4 above, upon execution of a single page "Run Out Agreement" in a form approved by the Parties, the Administrator will continue to process claims and/or qualifying events incurred prior to the termination date for a period not to exceed ninety (90) days from the termination date, at the standard monthly fee.
- 4.6 In the event of termination, the Administrator agrees to cooperate fully with Employer and to assist Employer in working out all details necessary in the assumption of the Services by a new provider. In order to assist in the transition, Employer or a new provider shall have full access to all records, files, including computer files (i.e., magnetic tape, disc, etc.), facilities and premises necessary for performance of the Services. Upon termination, all fees due the Administrator will be payable immediately.
- 4.7 In the event of termination by Employer without the fault of Administrator within the first 12 month contract term, prior to the first Effective Date renewal, payment for the full term shall become immediately due and payable to Administrator. In the event of termination by Employer with fault of the Administrator within the first 12 month contract term, prior to the first Effective Date renewal, payment will be immediately due and payable to Administrator for Services performed in compliance with this Agreement up to and including the date of termination with fault of the Administrator.

- 4.8 In the event of termination (or notice of said termination) by the Employer prior to, within and/or less than 90 days after Administrator has processed or is expected to process Employer's open enrollment, Administrator reserves the right to charge a disengagement fee to recover costs associated with the open enrollment (EDI programming, system build out, etc) process.
- 4.9 All notices hereunder shall be in writing and either delivered personally or mailed via certified mail, return receipt requested. Notices to Employer shall be delivered or mailed to the address first written above. Notices to the Administrator shall be delivered or mailed to Benefit Coordinators Corporation, at Two Robinson Plaza, Suite 200, Pittsburgh, PA 15205-1324. From time to time, either party may designate a different address in a written notice to the other party.
- 4.10 This Administration Agreement is entered into in conjunction with a Business Associate Agreement between the parties. It is the intent of the parties for the Administration Agreement and this Business Associate Agreement to have the same term, and for extensions or terminations of one of the aforementioned agreements to require the same extension or termination of the other.

SECTION V - ASSIGNMENT

- 5.1 Neither Employer nor Administrator may assign its rights or obligations under this Administration Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party.

SECTION VI - FORCE MAJEURE

- 6.1 No party shall be liable or responsible for delays or errors by reason of circumstances beyond its reasonable control, including, but not limited to, acts of civil or military authority, national emergencies, labor difficulties, fire, mechanical breakdown, hurricane, flood or catastrophe, Acts of God, insurrection, war, riots or failure of communication or power supply.

SECTION VII - CONFIDENTIAL INFORMATION

- 7.1 The parties hereto will maintain the confidentiality of all medical, prescription, and other patient-identifiable health information relating to claims administered under this Administration Agreement in accordance with applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as may be amended from time to time. The parties acknowledge that the Administrator will have access to patient information in order to provide services and/or perform the obligations undertaken herein and that patient information may be obtained from and/or distributed to Employer and/or any other third party in connection with services provided herein, including any and all disclosures made by the Administrator, such as, but not limited to, those made to a new vendor upon transition of services following termination of this Administration Agreement.
- 7.2 Employer acknowledges that certain management reports, reporting packages, utilization data, and/or claims information may contain Patient Information. Employer further acknowledges that (i) its request to the Administrator to disclose Patient Information to any third party (e.g. broker, healthcare consultant, etc.) constitutes Employer's direction and authorization to disclose such information to the third party; and (ii) the Administrator will disclose such information pursuant to Employer's direction until such time as the Administrator receives written notice from Employer to cease further disclosures. Employer acknowledges the requirements and obligations under HIPAA regarding the disclosure of Patient Information to third parties on its behalf. Accordingly, if and when required, Employer agrees to enter into "Business Associate" contracts (as such term is defined in Title 45, Section 160.103 of the Code of Federal Regulations) with such parties as well as any other agreements required by state, federal law or regulation.

SECTION VIII - MISCELLANEOUS PROVISIONS

- 8.1 Benefits under the Plans covered by this Agreement are provided solely from Employer's general assets and insurance purchased by Employer (if any). If the Plans provide for employee contributions through payroll withholding, Employer represents to the Administrator that it will comply in all material respects with the

requirements of all applicable laws, including those related to trust, reporting and disclosure requirements under the Employee Retirement Income Security Act of 1974 ("ERISA") if applicable.

- 8.2 This Administration Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of California, without regard to its principles of choice of laws. Each party hereby irrevocably consents to exclusive personal jurisdiction and venue in the courts of the County of Orange, California, with respect to any actions, claims or proceedings arising out of or in connection with this Administration Agreement, and agrees not to commence or prosecute such action, claim or proceeding other than in the aforementioned courts.
- 8.3 This is the entire agreement between the parties. There are no representations, understandings, or agreements between the parties on the subject matter of this agreement other than as set forth in this Administration Agreement.
- 8.4 If any provision of this Administration Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Administration Agreement shall continue in full force and effect.
- 8.5 The failure of Administrator to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement and this Agreement and each of its provisions shall remain at all times in full force and effect.
- 8.6 The Plan "Administrator" (as defined in Section 3(16)a of the Employee Retirement Income Security Act of 1974 ("ERISA") and "Named Fiduciary" (ERISA Section 402(a)(2)) of the Plan is Employer.

The undersigned warrants and represents that the undersigned has full power and authority to enter into this Agreement, to bind each Party hereto, and to grant the rights set forth herein effective as of ____.

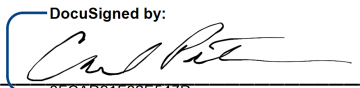
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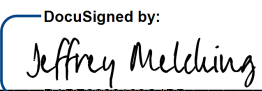
By: 
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Its: Oliver Chi, City Manager

Attest:

By: 
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Carl Petersen
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP


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Jeffrey Melching

Signature: 
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Printed Name: Brian King

Title: Assistant City Manager
(Authorized Officer)

Date: 10/5/2023

**Self Insured Services Company dba
BENEFIT COORDINATORS CORPORATION**

Signature: 
67AA809E8583455...

Printed Name: Susan Zajacs

Title: Vice President
(Authorized Officer)

Date: 10/5/2023

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT**

SERVICES EXHIBIT

This Exhibit is effective **01/01/2024**, and continues in force until amended.

- ☐ Consolidated Invoicing and Remittance
- ☐ BenXcel®
- ☐ Flexible Spending Administration
- ☐ COBRA Administration
- ☐ Retiree Billing Administration
- ☐ Individual Billing

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT**

CONSOLIDATED INVOICING EXHIBIT
Consolidated Invoicing and Remittance Services Agreement

Employer hereby appoints the Administrator to provide consolidated invoicing and remittance services (the “Services”) under Employer’s employee welfare benefit plan(s) identified below. The Administrator agrees to provide the Services, effective Jan 1, 2024, under the following terms and conditions of this Agreement:

SECTION I - PLAN INFORMATION

- 1.1 Plan Name(s) City of Irvine.

SECTION II – THE ADMINISTRATOR’S RESPONSIBILITIES

- 2.1 Maintain eligibility for the insurance products under the Plan in accordance with carrier policies
- 2.2 Invoice Employer for the premium due under the various insurance products in accordance with the rates provided by the carriers
- 2.3 Provide the carriers with eligibility files, as may be necessary, and resolve any eligibility errors that might arise from the carriers applying the eligibility files to their respective systems
- 2.4 Receive premiums from Employer and remit them to the various carriers

SECTION III - EMPLOYER’S RESPONSIBILITIES

- 3.1 Provide employee eligibility information and documentation to the Administrator on a timely basis (within thirty (30) days of a request therefor)
- 3.2 Review monthly invoices for errors and/or omissions, and promptly (and in no event later than 60 days) notify the Administrator of any such errors or omissions
- 3.3 Remit premiums to the Administrator on a timely basis (within thirty (30) days of a request therefor)
- 3.4 Provide timely notification of all Plan, rate and insurance carrier changes to the Administrator (within thirty (30) days of a request therefor)

SECTION IV - INCORPORATION BY REFERENCE

- 4.1 The terms and provisions of the Administration Agreement are made a part hereof and incorporated herein by reference.

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT**

BENXCEL EXHIBIT
BenXcel Usage Agreement

By using the BenXcel online benefits administration system provided by Administrator, Employer agrees to be bound by the following terms and conditions of this BenXcel Usage Agreement:

SECTION I - GENERAL INFORMATION

- 1.1 The BenXcel online benefits administration system is a fully integrated web enrollment and HR administration tool, which empowers HR departments to manage all benefit administrative tasks online and in real-time.

SECTION II – THE ADMINISTRATOR’S RESPONSIBILITIES

In consideration of the fees to be paid to it, Administrator shall provide the following services:

- 2.1 Administrator shall provide Employer and its employees with access, via the internet, to the BenXcel online benefits administration system, in connection with the performance of services by Administrator on behalf of Employer pursuant to the administration agreements set forth on the Services Exhibit in this Administration Agreement.
- 2.2 Administrator shall provide demonstrations of the BenXcel online benefits administration system for the benefit of Employer and its employees, and training for administrative personnel and support services for the ongoing utilization of the system.
- 2.3 Administrator shall make the BenXcel online benefits administration system available on a best efforts basis. This includes having backups of data, multiple and in most cases redundant connections to the internet, and readily available technical expertise. Administrator reserves the right to schedule periodic maintenance for the BenXcel system, including repairs, upgrades and reconfigurations. During such maintenance periods, Employer and its employees may be unable to access or use the BenXcel system.
- 2.4 The services provided by Administrator and the BenXcel online benefits administration system are expected to change from time to time. Administrator reserves the right to change any service offered or the features of any service offered or its system without notice, including changes to access and use procedures and system hardware and software. If, however, Administrator changes the services and the BenXcel online benefits administration system such that Employer, in its reasonable discretion, determines that the services no longer provide the level of service expected by Employer in entering into this Administration Agreement, Employer may terminate this Administration Agreement upon thirty (30) days notice to Administrator. City shall not be required to pay any fees associated with early termination of this Administration Agreement if it terminates pursuant to this Paragraph.
- 2.5 Administrator has taken reasonable actions to ensure that personal information with respect to Employer and/or its employees are disclosed only to those designated by Employer. However, Employer acknowledges that the internet is an open system and Administrator cannot and does not warrant or guarantee that third parties will not intercept personal information.
- 2.6 Administrator has taken reasonable actions to ensure that the BenXcel online benefits administration system satisfies the requirements of the Health Insurance Portability and Accountability Act of 1996, including but not limited to the regulations with respect to privacy and security of health information.
- 2.7 If the Sage Financial Wellness Tool is elected, Administrator will provide Single Sign On (SSO) access to the Sage Financial Wellness Tool for Employer’s employee population. All terms and conditions of the Sage Financial

Wellness Tool and the Sage Platform are defined in the Sage Financial Wellness Platform Agreement executed between and by the Employer and Sage Financial Wellness, Inc.

SECTION III – EMPLOYER’S RESPONSIBILITIES

Employer shall:

- 3.1 Be responsible for any and all expenses and charges associated with accessing the internet and connecting to the website containing the BenXcel online benefits administration system, any service fees associated with such access and connection, and for providing all equipment necessary for Employer and/or its employees to make such connection, including, without limitation, computer and modem.
- 3.2 Employer shall be responsible for authorizing and revoking security access to its employees and/or representatives in accordance with Administrator’s security procedures. Employer shall be solely responsible for maintaining the confidentiality of accounts and passwords and for restricting access to computers of employees and/or representatives to whom Employer grants security access under the BenXcel online benefits administration system.
- 3.3 Employer shall be solely responsible for any and all activities which occur under accounts and passwords of employees and/or representatives to whom Employer grants security access. Employer agrees to notify Administrator immediately if Employer has any reason to believe that the security of an account has been compromised.
- 3.4 Employer shall be solely responsible for implementing appropriate safeguards and procedures in order to satisfy Employer’s responsibilities under the Health Insurance Portability and Accountability Act of 1996, including but not limited to the regulations with respect to administrative requirements. Employer certifies that any and all access to protected health information by employees and/or representatives to whom Employer grants security access is solely and exclusively for purposes of treatment, payment or healthcare operations, and that such access to protected health information is both permitted and satisfies the minimum necessary standard under the Health Insurance Portability and Accountability Act of 1996.

SECTION IV - INTELLECTUAL PROPERTY

- 4.1 All content included on the BenXcel site, such as text, graphics, logos, button icons, images, audio clips, information, data, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material and software (the Materials) is the property of Administrator or its content suppliers and is protected by copyrights, trademarks, trade secrets, or other proprietary rights, and these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed. All such content is copyrighted as a collective work under the US copyright laws (17 U.S.C. § 101, et. seq.) and international treaty provisions, and Administrator owns a copyright in the selection, coordination, arrangement, and displayed enhancement of such content. All software used on this site is the property of Administrator or its software suppliers and is protected by US and international copyright laws. Employer may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the content on the site, in whole or in part. Any use other than as contemplated herein, including the reproduction, modification, distribution, transmission, republication, display, or performance of the content on this site, except as specifically permitted below, is strictly prohibited. BenXcel is a trademark of Administrator. All other marks, names, and logos mentioned on the BenXcel site are the property of their respective owners. Employer’s use of the Administrator’s trademarks is strictly prohibited.

SECTION V - INCORPORATION BY REFERENCE

- 5.1 The terms and provisions of the Administration Agreement are made a part hereof and incorporated herein by reference.

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT**

FLEX EXHIBIT

Flexible Spending Administration Agreement

Employer hereby appoints the Administrator as flexible spending administrator ("Flexible Spending Administrator"), under Employer's employee welfare benefit plan identified below (the "Plan"), and Administrator agrees to act as Flexible Spending Administrator for the Plan under the following terms and conditions:

SECTION I - PLAN INFORMATION

1.1 Plan Name: **City of Irvine.**

1.2 The Plan Year shall be each twelve consecutive month period commencing on **1/1** and ending on **12/31**.

SECTION II - FINANCING OF PLAN BENEFITS

2.1 Benefits under the Plan are provided solely from salary reduction agreements between the participant and Employer under which the participants elect to reduce their compensation or to forgo increases in compensation and to have such amounts contributed, as Employee contributions, by Employer on their behalf.

2.2 In disbursing money to pay requests for reimbursement or expenses under the Plan, the Flexible Spending Administrator shall act as Employer's agent. The Flexible Spending Administrator shall maintain a bank account solely for the payment of requests for reimbursement under this Plan and plans maintained by other employers. Employer's deposits to such bank account shall remain a part of Employer's general assets, subject to the claims of its creditors and subject to return to Employer on demand, until Flexible Spending Administrator shall have disbursed checks drawn on such account in payment of requests for reimbursement under the Plan.

2.3 The Flexible Spending Administrator shall pull funds into this account as necessitated by employee requests; debit cards within 24-48 hours of card transaction, and once a week for checks and direct deposit reimbursements. However, the Flexible Spending Administrator shall have no duty to pay benefits under the Plan out of its own assets or otherwise, except from amounts Employer deposits in the account.

2.4 The Flexible Spending Administrator does not hold deposits on behalf of the Plan at any time. All funds that are requested from the Employer are immediately reimbursed to claimants under the Plan or are reimbursed for debit card transactions that were advanced at point of sale by the Administrator.

SECTION III - FLEXIBLE SPENDING ADMINISTRATOR'S RESPONSIBILITIES

In consideration of the fees to be paid to it, Flexible Spending Administrator shall provide the following services:

3.1 The Flexible Spending Administrator shall assist Employer in the administration of the Plan as Employer may request from time to time, including:

- (a) Aiding Employer in the preparation of plan documents, including Employer's Flexible Spending plan document and summary plan description.
- (b) Advising Employer with respect to benefit and plan revisions.
- (c) Furnishing administrative forms necessary for processing of requests for reimbursement including request for reimbursement forms, check stock, and explanation of benefit forms.
- (d) Arranging for the printing of debit cards to be issued to employees.

- (e) Providing access to the debit card system for reporting of transactions, usage, and required funding of claims reported through the use of the debit card system.
- (f) Adjudicating and paying valid claims not processed through the debit card system.
- (g) Suspending and/or revoking debit card system privileges for inappropriate, fraudulent or questionable use.

3.2 In accordance with policies, interpretations, rules, practices and procedures adopted by Employer or the Plan Administrator, the Flexible Spending Administrator shall:

- (a) Receive and adjudicate all requests for reimbursements in accordance with the benefit levels and provisions of the Plan
- (b) Periodically audit requests for reimbursements made through the debit card system in accordance with the benefit levels and provisions of the Plan.
- (c) Assist Employer in enrolling all eligible employees who desire to participate in the Plan.
- (d) Make payments, with Employer funds provided pursuant to Section II, in the amount due with respect to request for reimbursements that qualify under the Plan.

3.3 To the extent of information available to it and within the scope of its professional ability, the Flexible Spending Administrator shall assist Employer in the preparation of any report, returns, or similar paper required by any political subdivision, state, or the Federal Government pertaining to the operation or management of the Plan.

3.4 The Flexible Spending Administrator shall render monthly reports to Employer, which shall include the following:

- (a) A monthly accounting of payments made, with sufficient detail to provide for the audit and control of funds used.
- (b) A statement of the fees payable to the Flexible Spending Administrator.
- (c) Any other costs incurred by the Flexible Spending Administrator on behalf of the Plan.

Failure of Employer to object to any report within 30 days of the date of mailing shall constitute Employer's approval of the Flexible Spending Administrator's actions as regarding any and all request for reimbursement data, transactions, fees, invoices and/or costs described therein.

3.5 During the continuation of this agreement, the Flexible Spending Administrator shall indemnify Employer and hold it unharmed against any loss, damage, and expenses with any dishonest, fraudulent or criminal acts of Flexible Spending Administrator's employees, acting alone or in collusion with others. The Flexible Spending Administrator shall maintain blanket fidelity bond coverage for such losses with a limit of not less than \$500,000.

SECTION IV – EMPLOYER'S RESPONSIBILITIES

Employer shall:

- 4.1 Furnish the Flexible Spending Administrator with a complete copy of the Plan.
- 4.2 Determine the request for reimbursement and administration procedures and practices to be followed by the Flexible Spending Administrator which are not self-evident from the Plan.

- 4.3 Assist in the initial and on-going enrollment of the employees in the Plan.
- 4.4 Provide directly or through the Plan all materials and documents, including summaries for employees, forms or supplies as may be necessary or convenient for the operation of the Plan or to satisfy the requirements of governing law.
- 4.5 Provide timely and accurate information to enable Flexible Spending Administrator to fulfill its obligations under this Agreement.
- 4.6 Recover and fund overpayments made due to abuse of the debit card system, including, but not limited to, purchases of non-covered items or services through payroll deductions from the employee.

SECTION V - MAKING PAYMENT OF REQUESTS FOR REIMBURSEMENT UNDER THE PLAN

- 5.1 The Flexible Spending Administrator shall receive any request for reimbursement for benefits made in the appropriate manner, and after due investigation and verification of the statements contained in the request, determine the eligibility of the claimant for reimbursement. If the facts stated in such request or determined by investigation entitle the claimant to receive reimbursement from the Plan, the request will be processed. If Flexible Spending Administrator finds that the claimant is not entitled to reimbursement under the Plan, the Flexible Spending Administrator shall deny the request for reimbursement.
- 5.2 The Flexible Spending Administrator's determination and any determination by Employer on review shall be in accordance with the claims procedures set forth in the Plan, which procedures will be compliant with ERISA and all Department of Labor regulations governing claims procedures in employee benefit plans, as they may be amended from time to time. The Flexible Spending Administrator will not be obligated to follow any claims procedures that do not comply with ERISA or Department of Labor regulations, or any claims procedures which require the Flexible Spending Administrator to deviate from procedures customary in the administration of flexible benefit plans such as the Plan.
- 5.3 In processing claims under this Agreement, the Flexible Spending Administrator is acting only as an agent of Employer. The Flexible Spending Administrator shall at all times be considered an independent contractor who provides only the claims administration services outlined in this Agreement, for the fees indicated. The provisions of this Agreement shall not be construed to make the Flexible Spending Administrator a "Trustee," "Administrator" or "Fiduciary" of the Plan, as such terms are defined or used in ERISA or the regulations thereunder, and no such relationship is intended to be created by the parties to this Agreement.
- 5.4 Employer reserves the right and retains the sole responsibility to make all final decisions under the Plan except as governed by law. If the Flexible Spending Administrator has denied a claim in whole or in part as being ineligible for payment under the terms or benefit limits of that Plan, and Employer directs that the denied claim be paid, the Flexible Spending Administrator will pay the claim pursuant to Employer's decision and direction. The Flexible Spending Administrator bears no responsibility where Employer's decision to reverse the Flexible Spending Administrator's initial and/or final denial conflicts with ERISA or Department of Labor regulations.

SECTION VI - INCORPORATION BY REFERENCE

- 6.1 The terms and provisions of the Administration Agreement are made a part hereof and incorporated herein by reference.

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT**

COBRA EXHIBIT
COBRA Administration Agreement

Employer hereby appoints the Administrator as COBRA Administrator, under Employer's employee welfare benefit plan identified below. The Administrator agrees to act as COBRA Administrator for Employer and to provide the following administrative services to aid Employer in complying with the continuation of coverage provisions of the Consolidated Omnibus Budget Reconciliation Act (hereinafter referred to as "COBRA"), effective 1/1/24, under the following terms and conditions of this Agreement:

SECTION I - PLAN INFORMATION

- 1.1 Plan Name(s): City of Irvine.

SECTION II – THE ADMINISTRATOR'S RESPONSIBILITIES

- 2.1 Initial Notice of COBRA rights to active employees (if elected below). This service is available to Employer only if the Administrator is providing active healthcare billing.
- 2.2 Notifications to qualified beneficiaries, including:
- (a) COBRA Continuation Election Form
 - (b) Notification of late COBRA election
 - (c) Notification of late or incorrect initial check
 - (d) Notification to COBRA participants of the Administrator as new administrator
 - (e) Carrier Rate change notification
 - (f) Notice of Conversion Rights including general notice of California Bill No. 1401 where applicable.
 - (g) Notification at end of maximum coverage period
 - (h) Cancellation due to non-payment or late payment of premium
- 2.3 Monthly Premium Billing of COBRA participants, sent directly to participants.
- 2.4 Monthly reports posted to BenXcel:
- (a) COBRA Participant Notification Report
 - (b) COBRA Participant Report
- 2.5 Monthly collection of active COBRA Participant premiums (via lockbox)
- 2.6 Monthly premium remittance to Employer (if Employer is responsible for remittance to carrier) or to carrier (if the Administrator is responsible for remittance to carrier) for Employer's portion of monthly COBRA premium. (Carrier notification and remittance responsibilities are as set forth in the "Carrier Notification and Remittance" section on the last page of this Agreement.)
- 2.7 If the Administrator confronts a question of interpretation of the requirements of COBRA that is not answered by the COBRA provisions of the plan, the Administrator will promptly so inform Employer and abide by Employer's determination as to the requirements of COBRA.

- 2.8 Nothing in this Agreement shall be construed to require the Administrator to provide COBRA administration services with respect to any employee benefit plans (e.g., flexible spending accounts, HRAs, health savings accounts, etc.) maintained by Employer other than the Plan identified in Section I above. Notwithstanding the foregoing, the Administrator will be responsible for COBRA administration services with regard to such other plans if such other plans are provided to Employer by the Administrator and the Administrator specifically agrees to be responsible for COBRA administration with regard to such other plans.

SECTION III – EMPLOYER’S RESPONSIBILITIES

- 3.1 Employer will promptly forward to the Administrator copies of all notices of qualified beneficiaries under ERISA section 606(3) that a Qualified Event described in ERISA section 603(3) or 603(5) has occurred within thirty (30) days of the Qualifying Event.
- 3.2 Qualifying Event notices sent to the Administrator from Employer will include:
- (a) the date and type of Qualifying Event (including identification of any absence due to service in the uniformed services of the United States);
 - (b) the names of all qualified beneficiaries;
 - (c) the last addresses known to the sponsor of all qualified beneficiaries;
 - (d) the Social Security numbers or participant identification numbers of all qualified beneficiaries; and
 - (e) the date when coverage will cease absent an election of continuation coverage under COBRA.
- 3.3 Employer shall notify COBRA participants of plan changes and provide participants with any other materials regarding the plan, such as benefit booklets, identification cards, and claim forms, from time to time as changes require.
- 3.4 Except as specifically provided in the “Carrier Notification and Remittance” section of this Agreement, Employer shall notify and remit premiums to all applicable insurance carriers, in accordance with the carriers’ billing policies. In order to facilitate Employer’s performance of these duties, the Administrator will notify Employer when a qualified beneficiary has elected COBRA continuation coverage or terminated COBRA continuation coverage. The Administrator will notify carriers and remit premiums only as specifically provided in the “Carrier Notification and Remittance” section on the last page of this Agreement. (The Administrator will provide such notification and remittance services only if the Administrator is providing billing administration services with respect to Employer’s active employees.) For those insurance carriers which the Administrator directly notifies and/or remits, Employer, as the Plan Administrator, is ultimately responsible for complying with all carrier eligibility and payment provisions.
- 3.5 Unless otherwise noted on the Schedule of Fees Exhibit attached hereto, Employer will notify active participants of their general COBRA rights, by means of the Initial Notice of COBRA Rights referred to in section 606(a)(1) of ERISA.

CARRIER NOTIFICATION AND REMITTANCE

Employer will be responsible for notification and remittance to all insurer carriers, with the following exceptions:

<u>Carrier</u>	<u>Plan</u>	<u>Party Responsible for Notification</u>	<u>Party Responsible for Remittance</u>
Guardian Dental	Dental	BCC	BCC
VSP Vision	Vision	BCC	BCC
Blue Shield	Medical	BCC	BCC
Kaiser	Medical	BCC	BCC
Express Scripts	RX	BCC	N/A

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT**

RETIREE BILLING EXHIBIT

Retiree Billing and Remittance Services Agreement

Employer hereby appoints the Administrator to provide retiree billing and remittance services (the “Services”) under Employer’s employee welfare benefit plan(s) identified below. The Administrator agrees to provide the Services, effective ___1/1/24___, under the following terms and conditions of this Agreement:

SECTION I - PLAN INFORMATION

- 1.1 Plan Name(s) City of Irvine.

SECTION II – THE ADMINISTRATOR’S RESPONSIBILITIES

- 2.1 Maintain eligibility for the various insurance products under the Plan in accordance with the carrier policies.
- 2.2 Update coverage amounts when approval notification has been received from a carrier when applicable.
- 2.3 Invoice individual retirees for premiums relating to any coverages for which the retirees are required to pay.
- 2.4 Remit retiree premiums back to Employer, when active employee premiums for products are not being invoiced by the Administrator or to the carrier but when the Administrator is invoicing Employer for the active employee premiums for the products.

SECTION III - EMPLOYER’S RESPONSIBILITIES

- 3.1 Provide employee eligibility information and documentation to the Administrator on a timely basis.
- 3.2 Review monthly invoices for errors and/or omissions, and promptly (and in no event later than 60 days) notify the Administrator of any such errors or omissions.
- 3.3 Remit fees to the Administrator on a timely basis.
- 3.4 Provide timely notification of all Plan, rate and insurance carrier changes to the Administrator.

SECTION IV - INCORPORATION BY REFERENCE

- 4.1 The terms and provisions of the Administration Agreement are made a part hereof and incorporated herein by reference.

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT**

INDIVIDUAL BILLING EXHIBIT
Individual Billing Agreement

Employer hereby appoints the Administrator to provide individual billing services (the “Services”). The Administrator agrees to provide the Services, effective 1/1/2024, under the following terms and conditions of this Agreement:

SECTION I – THE ADMINISTRATOR’S RESPONSIBILITIES

- 1.1 Create one plan with one total amount to be billed to individuals identified by Employer.
- 1.2 Send monthly Invoices to said individuals for premiums relating to any coverages for which the individuals are required to pay.
- 1.3 Send monthly list of non-payments (“No Pay Report”) to Employer for review and advisement.
- 1.4 Remit collected premiums on a monthly basis back to Employer.

SECTION II - EMPLOYER’S RESPONSIBILITIES

- 2.1 Maintain eligibility for the various insurance products under the Plan in accordance with the carrier policies.
- 2.2 Provide monthly billing amount per individual to the Administrator on a timely basis.
- 2.3 Review monthly No Pay Report and advise Administrator when to terminate individual billing as required by Employer’s policies and procedures.
- 2.4 Review monthly invoices and remittance statements for errors and/or omissions, and promptly (and in no event later than 60 days) notify the Administrator of any such errors or omissions.
- 2.5 Remit fees as outlined in the Schedule of Fees, incorporated hereto, to the Administrator on a timely basis.

SECTION III - INCORPORATION BY REFERENCE

- 3.1 The terms and provisions of the Administration Agreement are made a part hereof and incorporated herein by reference.

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT**

SCHEDULE OF FEES EXHIBIT

Schedule of Fees for City of Irvine as of January 01, 2024

Consolidated Invoicing:

Initial, non-refundable Setup Fee due upon execution of this Agreement:	Included in PRISM program pricing
EDI Carrier Connection Fee – per carrier:	<u>\$1,500 If Required</u>
Monthly Administration Fee:	<u>\$.50</u> per Eligible Employee

Data Packages:

Initial Eligibility Load Package:

Initial, non-refundable Setup Fee due upon execution of this Agreement:	\$1250 <u>If applicable</u>
Monthly Administration Fee:	N/A

Demographic File Processing Packages:

Initial, non-refundable Setup Fee due upon execution of this Agreement:	\$500 if elected
Monthly Administration Fee:	<u>\$.10 Per Eligible If Elected</u>

Payroll Deduction File Processing Packages:

Initial, non-refundable Setup Fee due upon execution of this Agreement:	<u>\$2000 If Elected</u>
Monthly Administration Fee:	<u>\$.40 Per Eligible If Elected</u>

Flexible Spending Account Administration:

Initial, non-refundable Setup Fee due upon execution of this Agreement:	Included in PRISM program pricing
Monthly Administration Fee:	Included in the PRISM program pricing

**BCC receives a small percentage of each debit card swipe from Alegeus Technologies, LLC to offset any expenses in issuing debit cards to the employees or dependents over the age of 18.*

COBRA Administration:

Initial, non-refundable Setup Fee due upon execution of this Agreement:

Included in the PRISM program pricing

Monthly Administration Fee

Included in the PRISM program pricing

COBRA Initial Notice to Active Participants (if elected):

\$4 per notice

Retiree Administration:

Monthly Administration Fee:

Included in the PRISM program pricing

Individual Billing:

Monthly Administration Fee:

\$7 PPPM

Other Fees and Services:

Annual COBRA and Retiree Open Enrollment Fulfillment/Communication Services

- OPTION A: Census Report
- OPTION B: Website & Notification Letters

No Charge

\$250 PER WEBSITE, *and*
\$4 PER LETTER

Printed open enrollment packet fulfillment charge

\$25.00 per packet; must be pre-approved by client prior to mailing

Additional Services and Materials

Fees quoted upon request

Wire Transfer Fee:

\$25.00 per wire

Development hours exceeding standard
development time (as quoted per project)

\$125/hour

ACH Transfer Fee:

No Charge

Non-Sufficient Funds Fee:

\$25.00 per rejected
check/transaction

Reinstatement Fee:

Determined by Administrator at
time of reinstatement

Meetings, Health Fairs

No charge for webinars. On-site
meetings may incur time/travel
charge. Fee will be quoted
when a meeting is requested.