

ACAWORKS SERVICE AGREEMENT

This ACAWORKS Service Agreement (hereinafter "Agreement") is entered into this 1st day of January, 2026 (hereinafter "Effective Date"), by and between Self Insured Services Company LLC, doing business as Benefit Coordinators Corporation (hereinafter collectively "BCC"), an Iowa Corporation, and City of Irvine (hereinafter "Employer"), each of which may be hereinafter referred to individually as a "Party" and collectively as "Parties".

WHEREAS BCC is a reseller of a web-based hosted online service known as ACAWORKS that collects, stores and maintains data for purposes of Affordable Care Act recordkeeping and reporting; and

WHEREAS Employer wishes to purchase access to and use ACAWORKS;

NOW, THEREFORE, in consideration of the mutual covenants and promises exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. RiskRT End User License Agreement. Employer's use of the ACAWORKS website and services is subject to and governed by the RiskRT End User License Agreement. To acknowledge acceptance, Employer must click the "accept" box on the ACAWORKS website when first logging on to the ACAWORKS website.

2. Scope of Services. BCC will invoice the Employer for the ACAWORKS setup and access fees in accordance with Fee Schedule attached to this Agreement (attached hereto as Exhibit A). BCC will also submit completed ACAWORKS Information Profile Forms to RiskRT to begin the implementation process.

3. Term. The Initial Term of this Agreement shall be for a one (1) year period beginning as of the Effective Date, and shall remain in full force and effect until terminated pursuant to the terms below. The Parties may renew this Agreement for successive one (1) year periods by mutual written agreement. The Human Resources Director or designee shall have the authority to enter into extensions which do not materially change the other terms of this Agreement.

4. Termination. This Agreement may be terminated pursuant to the terms and conditions of Paragraph 11 of the ACAWORKS End User License Agreement which Paragraph is pasted below:

11. Termination. You agree that we may terminate your account and access to the Web Services for cause without prior notice, upon the occurrence of any one of the following: (i) any material breach of this Agreement, or (ii) requests by law enforcement or other government agencies. Termination of your account includes (i) removal of access to all Web Services, and (ii) deletion of your login protocols.

Notwithstanding the foregoing, BCC shall have the right to immediately terminate Employer's access to ACAWORKS in the event that the Employer fails to comply with the terms of this Agreement in any material respect, including, but not limited to, failure of the Employer to timely pay the ACAWORKS access fees in accordance with the terms of Paragraph 6 and Exhibit A of this Agreement. If termination due to the fault of Employer occurs prior to the next Effective Date anniversary, payment for the full one (1) year term shall become immediately due and payable to BCC. Fees are based on a 12-month term. Upon termination of services, access to software and services may be charged on a month to month term until Employer has completed all transactions, filings and corrections. Employer will be given the option of obtaining electronic copies of prior year's filings at a fee of \$250 per entity per filing year. Otherwise, Employer is responsible for downloading prior year filing reports and data prior to termination date as all client data will be purged from the ACAWorks system after midnight ET of the termination date.

5. Access. BCC hereby grants Employer access to the ACAWORKS website and software through the form of a limited, non-exclusive, non-transferable and non-assignable license. Your license to ACAWORKS will be automatically revoked if this agreement is terminated for any reason.

6. Fees. As consideration for the services outlined above, Employer agrees to pay BCC an ACAWORKS licensing fee as outlined in the Fee Schedule attached to this Agreement (attached hereto as Exhibit A) – which may be updated by the Parties from time to time, as agreed upon by the Parties. ACAWorks fees renew annually and cannot be included in any rate guarantee provided on any other services provided by BCC.

7. Confidentiality. Each Party agrees that it, including any of its representatives and employees who learn of Confidential Information, will use the same solely for the purposes of this Agreement. Moreover, each Party agrees that neither it nor its representatives or employees will use any of the Confidential Information for any reason or purpose in any way detrimental to the disclosing Party or beneficial to the non-disclosing Party (it being acknowledged by each of the Parties that any use other than for the purposes outlined in this Agreement will be deemed detrimental to the disclosing Party). The receiving Party shall hold in confidence and will not disclose to any entity, agency, or person for any purpose any of the Confidential Information, except that the receiving Party may disclose the Confidential information to those of the receiving Party's officers, directors, employees, agents and consultants needed to complete its duties under this Agreement. For the purposes of this Agreement, "Confidential Information" is defined as any nonpublic information pertaining to either Party's business, including, but not limited to, information relating to the Party's business processes, trade secrets, customers, suppliers, finances, and business plans and strategies. Notwithstanding the foregoing, information shall not be considered confidential under this Paragraph that: (i) is publicly known prior to or after disclosure hereunder other than through acts or omissions attributed to the recipient or its employees or representatives; (ii) as demonstrated by prior written records, is already known to the recipient at the time of disclosure hereunder; (iii) is disclosed in good faith to the recipient by a third party having a lawful right to do so; (iv) is the subject of written consent of the Party which supplied such information authorizing disclosure; or (v) is required to be disclosed by law; provided that the recipient shall give the disclosing party reasonable notice in writing prior to disclosing such information in order to facilitate seeking a protective order or other appropriate remedy from the proper authority.

8. Acknowledgement of Compliance Responsibility. Employer acknowledges and understands that BCC is merely a reseller of the ACAWORKS website, software and documentation. As such, BCC does not guarantee the operation of the ACAWORKS website free from interruption, defect or error. Moreover, Employer understands and acknowledges that BCC does not have any access to or control over the data feeds provided to ACAWORKS. As a result, BCC does not guarantee the accuracy of the ACAWORKS website output based on inputted information over which BCC has no control.

Employer hereby recognizes, acknowledges and agrees that it bears the ultimate responsibility for complying with federal law, including, but not limited to, provisions of the Patient Protection and Affordable Care Act. Moreover, Employer hereby recognizes and acknowledges that federal law is subject to change at any time and that the impact of such a change on the performance and applicability of the ACAWORKS website

EMPLOYER HEREBY ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INVESTIGATE THE ACAWORKS WEBSITE AND TOOLS. EMPLOYER FURTHER HEREBY ACKNOWLEDGES AND UNDERSTANDS THAT BCC IS MERELY A RESELLER OF THE ACAWORKS WEBSITE AND SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ACAWORKS IS PRESENTED 'AS IS' WITHOUT WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. BCC DOES NOT WARRANT THE OPERATION OF THE ACAWORKS WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE. YOU BEAR THE ENTIRE RISK AS TO THE RESULTS, QUALITY AND PERFORMANCE OF THE WEBSITE AND RELATED SERVICES SHOULD THE SERVICES PROVE DEFECTIVE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BCC SHALL CREATE ANY WARRANTY. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN

ESSENTIAL PART OF THIS AGREEMENT. ACAWORKS WAS DESIGNED TO BE A SUPPLEMENTARY EDUCATIONAL TOOL. YOU ARE ADVISED TO NOT SOLELY RELY ON THE ACAWORKS WEBSITE AND SERVICES FOR ANY REASON.

9. Risk Matters. Employer hereby acknowledges and understands that BCC is merely a reseller of the ACAWORKS website and software. Consequently, Employer agrees that BCC is not liable for (i) any negligent acts or omissions of the ACAWORKS Backend Service Provider, (hereinafter "RiskRT"); (ii) any alleged glitch, malfunction, or non-performance of RiskRT's ACAWORKS as contemplated in this Agreement; or (iii) RiskRT's breach of its duties, responsibilities, or warranties under the terms and conditions of the Ender User License Agreement. Notwithstanding this paragraph, Employer may pursue any legal remedies available to Employer against RiskRT in the event of any of the incidents described in elements (i), (ii), and (iii).

Mutual Release. Without limiting the previous Paragraph, each Party and its respective officers, officials directors, employees, agents, successors and assigns do hereby release, acquit and forever discharge the other Party and its officers, officials, directors, employees, agents, successors and assigns from and against any and all claims and liabilities (defined above) which the releasing Party may now have or ever have, sustain or suffer as a result of the (1) the releasing Party's acts, errors, or omissions in the use of ACAWORKS website and software designed and operated by RiskRT and (2) ACAWORKS' or RiskRT's acts, errors, or omissions. This provision does not limit either Party from being held liable for claims and liabilities arising from its own acts, errors, and omissions.

Covenant Not to Sue. Each Party and its officers, officials, directors, employees, agents, successors and assigns promise not to sue or proceed in any manner, in agency or other proceedings, whether at law, in equity, by way of administrative hearing, or otherwise, or to solicit others to institute any such actions or proceedings, the released Party and/or its officers, officials, directors, employees, agents, successors and assigns on account of the foregoing released claims

Insurance. BCC shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided on Exhibit B attached hereto and incorporated herein by this reference, against all claims for injuries against persons or damages to property which may arise from or in connection with the BCC's performance of this Agreement and the performance of its officers, directors, employees, agents, successors and assigns. In the event that BCC subcontracts any portion of the work hereunder, the contract between the BCC and such subconsultant shall require the subconsultant to maintain the same policies of insurance required hereunder.

The obligations under this Section 9 shall survive termination of this Agreement.

10. Waiver. If either Party shall fail to insist on strict compliance with this Agreement, or to exercise any right or remedy hereunder, neither Party shall be deemed to have waived any rights or remedies such party may have against the other Party. Both parties may demand full and complete compliance with all provisions of this Agreement.

11. Invalidity. If any provision of this Agreement shall be held to be invalid or in conflict with any applicable law, the other provisions of this Agreement shall remain in full force and effect.

12. Assignment. Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by Employer without the prior written consent BCC.

13. No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

14. Governing Law. This Agreement shall be governed by, and its provisions shall be construed in accordance with the laws of the State of California, without giving effect to principles of conflict of laws. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Orange County, California.

15. Amendment. This Agreement may be amended only by written agreement of the Parties hereto.

In WITNESS WHEREOF, ADMINSTRATOR and EMPLOYER have entered into this Agreement as of the Effective Date.

CITY OF IRVINE – Human Resources Director

DocuSigned by:
Signature: Michelle Riske
F797C63EC5A843D...
(Authorized Officer)

Printed Name: Michelle Riske

Title: Director

Date: 1/7/2026

CITY OF IRVINE – City Attorney

DocuSigned by:
Signature: Jeffrey Melching
DABE8686180C4BB...
(Authorized Officer)

Printed Name: Jeffrey Melching

Title: City Attorney

Date: 1/7/2026

CITY OF IRVINE – City Clerk

Signed by:
Signature: Carl Petersen
0FCAD91F02E547D...
(Authorized Officer)

Printed Name: Carl Petersen

Title: City Clerk

Date: 1/7/2026

SELF INSURED SERVICES COMPANY LLC dba BENEFIT COORDINATORS CORPORATION

DocuSigned by:
Signature: Susan Zajacs
67AA809F8583455...
(Authorized Officer)

Printed Name: Susan Zajacs

Title: SVP, Practice Leader

Date: 1/7/2026

EXHIBIT A
Fee Schedule
Rates effective 1/1/2026

Employer shall pay BCC the following ACAWORKS access fees as described below:

- A. Set Up Fee. The set up fee is due upon execution of this Agreement and is non-refundable.
- B. PEPM Fee. Employer shall pay BCC a set access fee calculated per employee, per month (hereinafter “PEPM”), the first installment of which is due and payable upon execution of this Agreement and then payable monthly, as invoiced, thereafter. Failure to pay any invoice when due will constitute a material breach of this Agreement. Moreover, any amount past due over thirty (30) days will accrue interest at 1.5% per month.

The PEPM Fee for the Initial Term is stated below. Upon each anniversary of the Effective Date, the PEPM Fee shall increase 3% over the expiring term’s fee unless otherwise agreed to in writing by the Parties.

Fee Schedule	
One Time Set Up Fee ¹	N/A
Monthly Administration Fee ^{2,3}	\$900
Annual IRS Electronic Filing Fee	\$620 (\$110 per add’l EIN)
Annual Paper Employee Statement Fee	\$2.25 per statement
California MEC Reporting (optional)	\$400 annually
Development & Programming ⁴	\$250 per hour; based on scope of project
Zip file of generated 1095-C forms (optional upon termination of service)	\$250 per EIN per filing year
Possible One Time Additional Set Up fees¹	
Employer EINs	\$110 per add’l over one, if applicable
User Login	\$50 per add’l over two, if requested
Payroll engines	\$250 per add’l engine over one, if applicable
Medical Insurance Plans	\$50 per add’l over one, if applicable
Bargaining Units	\$50 per add’l over one, if applicable
Employee Classification for Insurance Plans	\$50 per add’l over one, if applicable

¹ One Time Set Up Fees may increase based upon multiple payroll engines, insurance plans, employee classifications and/or data file complexity.

² Ongoing fees include all full-time, part-time, variable, and seasonal employees.

³ A change in employee population of +/- 20% may result in the re-evaluation of monthly administration fees.

⁴ The client will be charged on an hourly basis for services deemed ‘non-standard’ by the ACAWorks team; such as custom development, design, and/or major enhancements to the existing Web Services that are requested to be performed on behalf of and for the benefit of the Client.

EXHIBIT B
Insurance

Insurance Coverage Required. The Insurance obligations under this Exhibit shall be (1) all the Insurance coverage and/or limits carried by or available to BCC; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the Employer. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Employer under this agreement.

The policies and minimum amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate for liability arising out of Employer’s performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter “City and City Personnel”) as additional insured for claims arising out of BCC’s performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to Employer.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Evidence of Insurance: BCC shall provide to Employer a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. If coverage is suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, BCC will provide written notice to Employer by U.S. mail 30 days prior to such event.

The Employer’s insurance certificate tracking services provider, Exigis, LLC, will send BCC an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder: City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

C. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Employer for approval.

Additional Insured Endorsements **shall not**:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of BCC
4. Contain any other exclusion contrary to the Agreement.

D. Any Deductible in Excess of \$100,000 and/or Self-Insured Retentions must be approved in writing by the Employer.

E. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the Employer.