

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE:

AGENDA ITEM:	
Benefit Coordinators Corporation Administration Agreement for Members of the Employers Health Coalition of Washington	
PREPARED BY:	DIRECTOR APPROVAL:
Teri Lester	
DEPARTMENT:	
Human Resources	
ATTACHMENTS:	
1. BCC contract for EHCW.	
BUDGET CODE:	AMOUNT:
SUMMARY: With Marysville becoming self-insured for health benefits, the City needs to execute agreements with insurers and service providers. Benefit Coordinators Corporation (BCC) is a third party administrator who will provide benefit administration services to Employers Health Coalition of Washington (EHCW) members. EHCW is an independent, not for profit coalition established to provide public employers with the opportunity to reduce their benefit costs by multiplying purchasing power and providing access to a large variety of resources. BCC will provide consolidated invoicing and remittance, access to BenXcel, an employee portal for benefits administration, COBRA administration and retiree billing administration services for the City. This benefit administration and consolidated invoicing was previously provided under the Association of Washington Cities (AWC) umbrella. The City now has a new contract with BCC to provide these services.	

RECOMMENDED ACTION: Staff recommends the council authorize the Mayor to execute the agreement with Benefit Coordinators Corporation.



**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT FOR MEMBERS OF
THE EMPLOYERS HEALTH COALITION OF WASHINGTON**

Name of Employer	City of Marysville
Business Address	1049 State Avenue
	Marysville, WA 98270

Employer’s tax identification number (EIN): 91-6001459.

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 the Employer hereby agree as follows:

DEFINITIONS

“EHCW” (Employers Health Coalition of Washington) is an independent, not for profit coalition established to provide public employers with the opportunity to reduce their benefit costs by multiplying purchasing power and providing access to a large variety of resources.

“Clearpoint/Alliant” is the appointed healthcare consultant for the EHCW and solicits public employers for membership on behalf of the EHCW.

“Administrator” (Benefit Coordinators Corporation, aka BCC) is the third party administrator who will provide benefit administration services to EHCW employer groups.

“Co-Broker” is a broker/consultant identified and qualified by Clearpoint/Alliant and is permitted to solicit and represent membership for the EHCW.

“Employer” is a member of the EHCW.

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 the 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 The Employer shall pay fees to the Administrator as set forth in the Schedule of Fees Exhibit of this Agreement. The Administrator's fees will be subject to revision at the contract renewal and any change in fees will be communicated to the Employer thirty (30) days prior to the effective date of the change. BCC reserves the right, with 30 days' notice, to modify fees if the Employer's employee base is modified by a 20% or greater percentage.
- 2.2 The 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 the Employer, except as indicated in Schedule of Fees Exhibit.
- 2.3 The Employer specifically acknowledges that the Administrator will have the right to immediately terminate services under this Agreement in the event that the Employer fails to comply with the terms of the Agreement in any material respect, including, but not limited to, any failure by the Employer or its agents to pay any fee of the Administrator when due. In the event of any such termination, the Administrator will notify the Employer prior to the effective date of termination. As an alternative to termination of services, the Administrator, in its sole discretion, may offer the Employer the opportunity to continue service by paying all past due amounts along with a reinstatement fee.
- 2.4 The Employer shall reimburse the Administrator for any expenses incurred for the printing and postage of any material produced specifically for the Employer and sent via U. S. mail to the participants that is outside the scope of services listed on the Schedule of Fees.
- 2.5 The Employer shall reimburse the Administrator for any charges incurred due to insufficient funds, returned check fees or the like incurred through the Employer's funding of its payment of fees due the Administrator or claims payments.
- 2.6 As a member of the Employers' Health Coalition of Washington (EHCW), via brokerage through Clearpoint/Alliant Insurance Services, Inc., in the event that the Employer approves a change of broker or consultant to someone other than Clearpoint/Alliant, or an appointed and qualified Co-Broker, then BCC's fee structure will increase by 30% with such fee increase portion to be payable monthly to the EHCW as "EHCW Access Dues".

SECTION III - LIABILITY & INDEMNITY

- 3.1 The Administrator does not insure nor underwrite the liability of the Employer under the Plans. The 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 the Administrator, its successors and assigns, and hold it 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 The Employer agrees to indemnify the Administrator for any charges or fees incurred or arising due to the 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 the 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 the Employer, its successors and assigns, and hold it unharmed against any and all loss, damage and expense, including attorneys' fees, occasioned by claims, demands or lawsuits brought against the Employer relating to the performance of, or failure to perform, the responsibilities placed on the Administrator by this Administration Agreement.
- 3.7 LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OUTLINED IN SECTION III ABOVE, EACH PARTY'S AGGREGATE, CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHOULD BE LIMITED TO DIRECT DAMAGES AND CAPPED AT THE AMOUNT EQUAL TO FEES ACTUALLY RECEIVED BY ADMINISTRATOR FROM EMPLOYER UNDER THE ORDER FORM WHICH THE EVENT CAUSING LIABILITY ARISES. These limitations and exclusions apply to all claims or causes of action on whatever basis and under whatever theory brought and irrespective of whether the Party has advised or has been advised of the possibility of such claim. All claims and causes of action brought by Employer hereunder shall be brought within ninety (90) calendar days of the termination or expiration hereof or within six (6) months of the date the harm is actually discovered, whichever occurs first. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR LOST DATA.

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 or terminate 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 termination 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. In the case of a proposed termination, 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.
- 4.2 In the case of a proposed termination by the Employer, the Administrator must return a timeline of actual disengagement of services, not to be more than an additional 90 days. If the Employer does not agree and requires an earlier timeline than the one proposed, the 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 BCC was the Administrator. If no refusal is delivered to BCC within 10 days, the proposed termination timeline shall be deemed to have been accepted. If Employer requires additional time to access the system, 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 Run Out Agreement, 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 the Employer and to assist the Employer in working out all details necessary in the assumption of the Services by a new provider. In order to assist in the transition, the 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 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.
- 4.8 All notices hereunder shall be in writing and either delivered personally or mailed via certified mail, return receipt requested. Notices to the 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.

SECTION V - ASSIGNMENT

- 5.1 Employer may not assign its rights or obligations under this Administration Agreement, whether by operation of law or otherwise, without the prior express written consent of Administrator. Any attempted assignment or any change of control or sale of a majority of the equity or assets of Employer will automatically terminate this Administration Agreement and all sums due hereunder shall be immediately due and payable. Administrator may assign this Administration Agreement without the Employer's prior consent and all of Administrator's rights, title and interest herein shall inure to the benefit of such assignee, its successors and assigns.

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 the 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 The Employer acknowledges that certain management reports, reporting packages, utilization data, and/or claims information may contain Patient Information. The 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 the Employer's direction and authorization to disclose such information to the third party; and (ii) the Administrator will disclose such information pursuant to the Employer's direction until such time as the Administrator receives written notice from the Employer to cease further disclosures. The 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, the 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 the Employer's general assets and insurance purchased by the 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 Commonwealth of Pennsylvania, without regard to its principles of choice of laws. Each party hereby irrevocably consents to exclusive personal jurisdiction and venue in the federal courts for the Western District of Pennsylvania located in Pittsburgh, Pennsylvania or, if federal jurisdiction does not exist, in the Pennsylvania state courts located in Allegheny County, Pennsylvania, 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 **April 01, 2020**.

EMPLOYER

Signature: _____

Printed Name: _____

Title: _____

(Authorized Officer)

Date: _____

Self Insured Services Company dba

BENEFIT COORDINATORS CORPORATION

Signature: _____

Printed Name: _____

Title: _____

(Authorized Officer)

Date: _____

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT FOR MEMBERS OF
THE EMPLOYERS HEALTH COALITION OF WASHINGTON**

SERVICES EXHIBIT

This Exhibit is effective April 01, 2020, and continues in force until amended.

- Consolidated Invoicing and Remittance
- BenXcel®
- COBRA Administration
- Retiree Billing Administration

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT FOR MEMBERS OF
THE EMPLOYERS HEALTH COALITION OF WASHINGTON**

CONSOLIDATED INVOICING EXHIBIT
Consolidated Invoicing and Remittance Services Agreement

The Employer hereby appoints the Administrator to provide consolidated invoicing and remittance services (the “Services”) under the Employer’s employee welfare benefit plan(s) identified below. The Administrator agrees to provide the Services, effective April 01, 2020, under the following terms and conditions of this Agreement:

SECTION I - PLAN INFORMATION

1.1 Plan Name(s) City of Marysville Health & Welfare Plan.

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 the 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 the Employer and remit them to the various carriers

SECTION III - THE 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 premiums 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 FOR MEMBERS OF
THE EMPLOYERS HEALTH COALITION OF WASHINGTON**

BENXCEL EXHIBIT
BenXcel Usage Agreement

By using the BenXcel online benefits administration system provided by Administrator, the 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 the 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 the 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, the 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.
- 2.5 Administrator has taken reasonable actions to ensure that personal information with respect to the Employer and/or its employees are disclosed only to those designated by the 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.

SECTION III – THE EMPLOYER’S RESPONSIBILITIES

The 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. The parties acknowledge that Employer is subject to the Washington public records act, chapter 42.56 RCW. In the event Employer receives a public records request for a record subject to this section and determines in its legal judgment that no applicable exemption to disclosure applies, Employer will notify Administrator in writing of the request. If in ten business days, Administrator has not obtained a court order preventing disclosure, Employer may disclose the requested record to the extent permitted by law.

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 FOR MEMBERS OF
THE EMPLOYERS HEALTH COALITION OF WASHINGTON**

COBRA EXHIBIT
COBRA Administration Agreement

The Employer hereby appoints the Administrator as COBRA Administrator, under the Employer's employee welfare benefit plan identified below. The Administrator agrees to act as COBRA Administrator for the Employer and to provide the following administrative services to aid the Employer in complying with the continuation of coverage provisions of the Consolidated Omnibus Budget Reconciliation Act (hereinafter referred to as "COBRA"), effective April 01, 2020, under the following terms and conditions of this Agreement:

SECTION I - PLAN INFORMATION

1.1 Plan Name(s): City of Marysville Health & Welfare Plan.

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 the Employer and abide by the 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, health reimbursement accounts, health savings accounts, etc.) maintained by the 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 the Employer by the Administrator and the Administrator specifically agrees to be responsible for COBRA administration with regard to such other plans.

SECTION III – THE EMPLOYER'S RESPONSIBILITIES

- 3.1 The 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 the 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 The 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, the Employer shall notify and remit premiums to all applicable insurance carriers, in accordance with the carriers' billing policies. In order to facilitate the Employer's performance of these duties, the Administrator will notify the 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 the Employer's active employees.) For those insurance carriers which the Administrator directly notifies and/or remits, the Employer, as the Plan Administrator, is ultimately responsible for complying with all carrier eligibility and payment provisions.

CARRIER NOTIFICATION AND REMITTANCE

The 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>
Premera Blue Cross	Medical	BCC	BCC
Delta Dental of WA	Dental	BCC	BCC
VSP	Vision	BCC	BCC

ELECTION OF INITIAL NOTIFICATION

We agree to the terms of this contract, as stated above, and hereby specifically agree that BCC 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.

Signature of The Employer Representative

Date

Signature of BCC Representative

Date

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT FOR MEMBERS OF
THE EMPLOYERS HEALTH COALITION OF WASHINGTON**

RETIREE BILLING EXHIBIT
Retiree Billing and Remittance Services Agreement

The Employer hereby appoints the Administrator to provide retiree billing and remittance services (the “Services”) under the Employer’s employee welfare benefit plan(s) identified below. The Administrator agrees to provide the Services, effective April 01, 2020, under the following terms and conditions of this Agreement:

SECTION I - PLAN INFORMATION

- 1.1 Plan Name(s) City of Marysville Retiree Plan.

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 the Employer, when active employee premiums for products are not being invoiced by the Administrator or to the carrier but when the Administrator is invoicing the Employer for the active employee premiums for the products.

SECTION III - THE 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.

CORPORATION
ADMINISTRATION AGREEMENT FOR MEMBERS OF
THE EMPLOYERS HEALTH COALITION OF WASHINGTON

Schedule of Fees Exhibit as of April 01, 2020.
(Rates Renew Annually)

TOTALWORKS with Consolidated Invoicing and Reconciliation:

Initial, non-refundable Setup Fee due upon execution of this Agreement:	\$ <u>N/A</u> – included in PEPM
Monthly Administration Fee:	\$8.20 per Employee per Month

COBRA Administration:

Initial, non-refundable Setup Fee due upon execution of this Agreement:	\$ <u>N/A</u> – included in PEPM
Monthly Administration Fee (with initial notices):	\$ <u>N/A</u> – included in PEPM
Monthly Administration Fee (without initial notices):	\$ <u>N/A</u> – included in PEPM

RETIREE Administration:

Initial, non-refundable Setup Fee due upon execution of this Agreement:	\$ <u>N/A</u> – included in PRPM
Monthly Administration Fee:	\$8.20 per Retiree per Month

Other Fees and Services:

OPEN ENROLLMENT MAILING – FULLFILLMENT AND DISTRIBUTION (all materials must be developed and provided by the client or broker; packets limited to 20 pages, one-sided, and black and white print)	\$ 8.00 Per Packet (optional)
Meetings, Health Fairs	No charge for webinars. On-site meetings may incur time/travel charge. Fee will be quoted when a meeting is requested.
Employee Communications (provided electronically) Additional Services and Materials	No Charge Fees quoted upon request
Wire Transfer Fee:	\$25.00 per wire
Development hours exceeding standard development time	\$125/hour – Quoted per project

ACH Transfer Fee:	No Charge
Non-Sufficient Funds Fee:	\$25.00 per rejected check/transaction
Reinstatement Fee:	Determined by Administrator at time of reinstatement, not to exceed 5% of such past due amounts.

Per Employee Per Month (PEPM) fees are charged for all individuals (active employees) who are eligible for and/or enrolled in one or more benefit plans. Fees must be equal to or greater than \$400/month or the client will be charged a \$400/month monthly minimum.

BCC retains the 2% admin fee.

PPPM fees must be equal to or greater than \$125/month or the client will be charged a \$125/month Reimbursement Account monthly minimum. Banking and enrollment information for debit card administration must be received 30 days prior to effective date to receive debit cards by the start of the plan year. Fees must be equal to or greater than \$125/month or the client will be charged a \$125/month monthly minimum.

Trust products include medical, dental and EAP plans with the following carriers: First Choice Health, Group Health, Premera, Washington Dental, Standard Insurance, CVS Caremark and Carena. Additional medical, dental and/or EAP carriers are subject to review and separate quoting process.

Non-trust products include vision (1 carrier limit), Life, Vol Life, STD, and LTD (2 carrier limit) that are set up as self-accounting and will include an additional \$1.00 added to the Totalworks PEPM.

**BENEFIT COORDINATORS CORPORATION
BENEFIT PLAN ADMINISTRATION AGREEMENT**

NAMED FIDUCIARY EXHIBIT

*Individuals and/or Committees Appointed by Employer
for Duties as Plan Administrator and/or Named Fiduciary.*