

**BENEFIT COORDINATORS CORPORATION  
ADMINISTRATION AGREEMENT**

Name of Employer **Orange County Sanitation District**

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Business Address **18480 Bandilier Circle**

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**Fountain Valley, CA 92708**

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Employer's tax identification number (EIN): 95-6003940.

In consideration of the covenants and obligations set forth herein, Self Insured Services Company LLC, 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 AND ADMINISTRATOR**

- 1.1 Administrator agrees to provide administrative services to Employer 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 Exhibit, and in accordance with the following terms and conditions.
- 1.2 Administrator shall perform the services under this Agreement (the "Services") professionally, diligently, and in accordance with industry standards. Administrator has obtained and will maintain during the term of this Agreement, all applicable licenses, permits, approvals and certifications necessary to provide the Services and will comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations.
- 1.3 Employer will provide to Administrator the accurate data needed by Administrator to perform the services contemplated by this Agreement that Employer has verified and updated at routine and timely intervals.

**SECTION II - ADMINISTRATION FEES**

- 2.1 Administrator's fees for Services in connection with the welfare benefit plans covered by this Administration Agreement (collectively the "Plans") will be paid by Employer pursuant to the Schedule of Fees Exhibit of this Agreement. The nonrefundable Setup Fee for establishing the Services in connection with the Employer shall be due and payable upon execution 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 changes by 20% or greater percentage. Administrator will provide Employer with new Schedule of Fees Exhibit whenever services are added or deleted.
- 2.2 Administrator has the right to immediately terminate services under this Agreement in the event Employer fails to comply with the terms of the Fee Agreement in any material respect, including, but not limited to Employer's failure to pay any fee of the Administrator when due. In the event of any such termination, the Administrator will notify the Employer thirty (30) days prior to the effective date of the termination. In lieu of termination, 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.

- 2.3 Administrator may immediately terminate Services under this Agreement if Employer materially breaches the Agreement, 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, Administrator will notify Employer prior to the effective date of termination. In lieu of termination, Administrator, in its sole discretion, may offer Employer the opportunity to continue Services upon payment of all past due and a reinstatement fee.
- 2.4 Employer shall reimburse Administrator for expenses incurred for the printing and postage of any material produced specifically for Employer and sent via U. S. mail to the participants, if the material 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 other similar fees incurred through Employer's payment of fees due to the Administrator or claims payments.

### **SECTION III - LIABILITY & INDEMNITY**

- 3.1 The Administrator does not insure or underwrite Employer's liability under the Plans. Employer retains 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 and hold harmless Administrator, its successors and assigns, against any and all loss, damage and expense, including attorneys' fees (collectively, a "Loss"), occasioned by claims, demands or lawsuits brought against Administrator to recover benefits under the Plans, except to the extent such Loss resulted from the fraud, negligence or willful misconduct of Administrator. This section shall not 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 harmless extends to Administrator's employees, their estates, executors, administrators, guardians, conservators and heirs and applies after the employee ceases employment with Administrator for acts or omissions during employment.
- 3.4 Employer agrees to indemnify Administrator for any charges or fees incurred or arising due to Employer's lack of timely reporting of eligibility changes or terminations. This indemnification extends 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, failure to deliver timely and accurate enrollment or eligibility data by any agent with which Employer has contracted to provide such data.
- 3.5 Employer agrees to be liable, unconditionally and without limitation, 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 lost or stolen debit cards. All Employees using the debit card system constitute 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 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 Administrator agrees to indemnify and hold harmless Employer, its successors and assigns, 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 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 discovered, whichever occurs first. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR 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 are effective from the date of execution until either party terminates this Administration Agreement.

Modification. If a party desires to modify this Administration Agreement, it must notify the other party in writing at least thirty (30) days prior to the effective date of such modification or, in the event of a proposed modification due to a change in local, state, or federal law, as soon as possible. The effective date will be no sooner than the end of the coverage month following thirty (30) days from the date of notice.

4.2 Termination. Either party may terminate this Administration Agreement for any reason by sending written notice of intent to terminate at least ninety (90) days before the date of termination. Upon receipt of notice of termination by either party, Administrator must submit to Employer a timeline for disengagement of services.

- A. If Employer's desired effective date of termination is less than ninety (90) days, Employer will be responsible for any and all fees for the full ninety (90) termination period, 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.
- B. If Employer requires additional time to access the system beyond the termination date, a signed amendment is required prior to the termination date. Administration will grant access to Employer for fee of \$500 per month. If Employer does not timely respond with aforementioned amendment and/or payment prior to the termination date, Administrator will revoke Employer's system access and purge Employer's data as of the date of termination. Employer will not have an ability to reactivate.
- C. Except for terminations as provided in 4.4 below, upon execution of a Run-Out Agreement, Administrator will process claims and/or qualifying events incurred prior to the termination date for a period not to exceed ninety (90) days after the termination date, at the standard monthly fee.

4.3 Administrator's obligations to employees' and their dependents' relevant rights to payment of benefits from the Plan will be terminated and extinguished on the effective date of termination, except as provided in Section 4.5 below.

4.4 Either party may terminate this Agreement immediately upon:

- (i) the occurrence of a material breach (i) 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 failing to pay its debts as they become due, becoming insolvent, or becoming 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 In the event of termination, Administrator will cooperate fully with Employer and assist Employer in navigating the assumption of the Services by a new provider. To assist in the transition, Administrator will provide Employer or a new provider all access to 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.
- 4.6 If Employer terminates within twelve (12) months of the Effective Date, payment for the full initial term (twelve (12) months) will be immediately due and payable to Administrator.
- 4.7 If Employer terminates or provides notice of termination prior to, within and/or less than ninety (90) days after Administrator has processed or is expected to process Employer’s open enrollment, Administrator may charge a disengagement fee to recover costs associated with the open enrollment (EDI programming, system build out, etc.) process.
- 4.8 All terminated – related notices must be written and delivered personally or mailed via certified mail, return receipt requested. Administrator will deliver or mail notices to Employer to the address first written above. Employer will deliver or mail notices to the Administrator to Benefit Coordinators Corporation, at Two Robinson Plaza, Suite 200, Pittsburgh, PA 15205-1324. If either party wishes to change its address for purposes of notice, it must notify the other party of the new address in writing.

#### **SECTION V - ASSIGNMENT**

- 5.1 Employer may not assign its rights or obligations under this Administration Agreement without the prior written consent of Administrator. Any attempted assignment, change of control, or sale of a majority of Employer’s equity or assets automatically terminates this Administration Agreement; all sums due hereunder shall be immediately due and payable. Administrator may assign this Administration Agreement without Employer’s prior consent, and 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 due to 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 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 amended from time to time. The parties acknowledge that Administrator needs access to Patient Information to provide services and perform the obligations herein. The parties also acknowledge that Patient Information may be obtained from and distributed to Employer or any other third party in connection with services provided herein, including disclosures made by Administrator, such as, but not limited to, disclosures to a new vendor upon transition of services following termination of this Administration Agreement.
- 7.2 Certain management reports, reporting packages, utilization data, and/or claims information may contain Patient Information. Employer’s 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. Administrator will disclose such information pursuant to Employer’s direction until Administrator receives written notice from Employer to cease further disclosures. Employer acknowledges

HIPAA requirements and obligations regarding the disclosure of Patient Information to third parties on Employer's behalf. Accordingly, if 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").
- 8.2 This Administration Agreement shall be governed, construed, and enforced in accordance with the laws of the California, without regard to its principles of choice of laws. Each party consents to exclusive personal jurisdiction and venue in the federal or state courts in Employer's home state with respect to any actions, claims or proceedings arising out of or in connection with this Administration Agreement.
- 8.3 This is the entire agreement between the parties. No representations, understandings, or agreements exist 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 application of any such provision shall be held unenforceable by a court of competent jurisdiction, the remaining provisions of this Administration Agreement shall continue in full force and effect.
- 8.5 The failure of Administrator or Employer to enforce compliance with any terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or an extension of time for performance, shall not constitute waiver of any term or condition of this Agreement; this Agreement and 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 8/1/24.

**Orange County Sanitation District**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Authorized Officer)

Date: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Authorized Officer)

Date: \_\_\_\_\_

**BENEFIT COORDINATORS CORPORATION  
ADMINISTRATION AGREEMENT**

SERVICES EXHIBIT

This Exhibit is effective 8/1/24, and continues in force until amended.

- Consolidated Invoicing and Remittance
- BenXcel®
- Flexible Spending Administration 1/1/25
- COBRA Administration
- Retiree Billing Administration
- Payroll Deduction Reporting
- Call Center Support Service
- Dependent Verification Service
- Claims Administration
- HRA Administration
- Health Savings Account Administration
- Family Advantage Health Plan (FAHP) Administration

**BENEFIT COORDINATORS CORPORATION  
ADMINISTRATION AGREEMENT**

CONSOLIDATED INVOICING EXHIBIT  
*Consolidated Invoicing and Remittance Services Agreement*

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

**SECTION I - PLAN INFORMATION**

1.1 Plan Name(s) OCSAN.

**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
- 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**

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.
- 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**

COBRA EXHIBIT  
*COBRA Administration Agreement*

Employer hereby appoints the Administrator as COBRA Administrator, under Employer's employee welfare benefit plan identified below. The Administrator will provide the following administrative services, effective 8/1/24, under the following terms and conditions of this Agreement:

**SECTION I - PLAN INFORMATION**

1.1 Plan Name(s): OCSAN.

**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 inform Employer and abide by Employer's determination as to the requirements of COBRA.
- 2.8 Nothing in this Agreement requires 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. 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>
Anthem	Medical	BCC	BCC
Kaiser	Medical	BCC	BCC
Express Scripts	RX	BCC	BCC
VSP Vision	Vision	BCC	BCC
Delta Dental	Dental	BCC	BCC

**BENEFIT COORDINATORS CORPORATION  
ADMINISTRATION AGREEMENT**

RETIREE BILLING EXHIBIT  
*Retiree Billing and Remittance Services Agreement*

Employer appoints the Administrator to provide retiree billing and remittance services (the “Services”) under Employer’s employee welfare benefit plan(s) identified below under the following terms and conditions of this Agreement:

**SECTION I - PLAN INFORMATION**

1.1 Plan Name(s) OCSAN.

**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**

SCHEDULE OF FEES EXHIBIT

Schedule of Fees for Orange County Sanitation District effective 8/1/24

**Consolidated Invoicing:**

Initial, non-refundable Setup Fee due upon execution of this Agreement:	\$ <u>Included in PRISM program</u>
EDI Carrier Connection Fee – per carrier:	<u>\$1,500 (first 3 files are included at no charge)</u>
Non-Medical Monthly Administration Fee:	<u>\$.50</u> per Medical Enrolled
Voluntary Benefits Administration(Critical Illness, Accident)	<u>\$.50 Per Eligible</u>

**Flexible Spending Account Administration:**

Initial, non-refundable Setup Fee due upon execution of this Agreement:	\$ <u>Included in PRISM program</u>
Monthly Administration Fee:	\$ <u>Included in PRISM program</u>
Plan Doc Fee Restatement (if needed):	<u>\$250</u>
Prior FSA Year Run-Out(if needed):	\$5.00 Per Account

*\*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:	\$ <u>Included in the PRISM program</u>
Monthly Administration Fee (with Initial Notices):	\$ <u>Included in the PRISM program</u>

*BCC retains 2% - BCC invoices the COBRA participant the monthly premium plus 2% (BCC retains) representing the COBRA Administration allowance permitted under The Consolidated Omnibus Budget Reconciliation Act.*

**Retiree Administration:**

Monthly Administration Fee:	\$ Included in the PRISM program
Monthly Administration Fee Per Non-Medical Enrolled Retirees:	\$4.50 Per Participant Per Month

**Other Fees and Services:**

**Annual COBRA and Retiree Open Enrollment Fulfillment/Communication Services**

<ul style="list-style-type: none"><li>• OPTION A: Census Report</li></ul>	No Charge
<ul style="list-style-type: none"><li>• OPTION B: Website &amp; Notification Letters</li></ul>	\$250 PER WEBSITE, <i>and</i> \$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.

SERVICES QUOTED BUT NOT ELECTED AT TIME OF IMPLEMENTATION <sup>1, 2</sup>

*1. Fees listed for non-elected services are subject to being requoted at time of election.*

*2. A signed Agreement Amendment and corresponding Services Exhibit will be required to begin implementation of the newly elected service.*

**Data Packages:**

Initial Eligibility Load Package:

Initial, non-refundable Setup Fee due upon execution of this Agreement: \$1250 If Required

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: \$.10 Per Eligible If Elected

Payroll Deduction File Processing Packages:

Initial, non-refundable Setup Fee due upon execution of this Agreement: \$2000 If Elected

Monthly Administration Fee: \$.40 Per Eligible If Elected