

## **COBRA ADMINISTRATION SERVICE AGREEMENT**

This Administration Service Agreement (Agreement) is made and entered into by and between \_\_\_\_\_ ("Employer") and BASIC Benefits, LLC ("BASIC Benefits"), a Delaware company.

WHEREAS, the EMPLOYER has established one or more employee welfare benefit plans (hereafter referred to collectively as the "Plan") for the benefit of its eligible employees, spouses and dependents; and,

WHEREAS, the EMPLOYER is the Plan Sponsor and Plan Fiduciary for the Plan and, as such, has determined that it is required to comply with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"); and,

WHEREAS, the EMPLOYER may appoint a third-party contract administrator to assist with COBRA for the Plan, and shall remain responsible for the maintenance and operation of the Plan; and,

WHEREAS, BASIC Benefits is in the business of providing third-party COBRA administration services to Plan Sponsors of such Plans; and,

WHEREAS, the EMPLOYER desires to enter into an agreement under which BASIC Benefits will perform specified administration services to EMPLOYER with respect to the Plan in accordance with this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and covenants herein and other good and valuable consideration, the EMPLOYER and BASIC Benefits hereby agree as follows:

### **TERM**

The term for services provided herein shall be effective as of \_\_\_\_\_ and renews for additional successive terms of one year (each "renewal term"), unless either partner provides written notice to the other party at least 60 days prior to the end of the current term.

### **TERMINATION**

For each subsequent year, this Agreement shall automatically renew, unless discontinued for any of the following reasons:

- As of the first day of any calendar month after sixty (60) days written notice is provided by either party.
- As of any date upon which EMPLOYER and BASIC Benefits mutually agree in writing;
- As of the end of a period of thirty (30) days after formal notice of termination for cause has been given by either party to the other, provided that such cause has not been cured within such thirty (30) day period;
- Upon termination in accordance with the Force Majeure paragraph below; or,
- Upon the voluntary or involuntary dissolution of either party.
- Upon the termination of this Agreement, BASIC Benefits will, upon request by EMPLOYER, complete the processing of this Agreement under the terms and conditions that would be applicable if this Agreement were still otherwise in full force and effect through the date of termination. Upon receipt of a directive from EMPLOYER, BASIC Benefits will provide EMPLOYER or an entity designated by EMPLOYER all information requested and maintained by BASIC Benefits to ensure the smooth and timely transfer of services to a new administrator. The data will be provided in the electronic format requested by EMPLOYER. All information, claims, requests, and elections submitted by QBs to BASIC Benefits after the date of termination will be redirected to EMPLOYER or an entity designated by EMPLOYER.

## **DUTIES OF BASIC**

- BASIC Benefits will promptly make employee benefit plan records and documents in its possession available to EMPLOYER upon request.
- Should copies of employee benefit plan records or documents be requested by any QB, court or governmental agency, BASIC Benefits will promptly notify EMPLOYER and will provide the requested material in a timely manner.
- BASIC Benefits will perform all Services diligently and professionally, and at all times, in accordance with the standards and practices of care, skill, and diligence customarily observed by similar firms under similar circumstances. BASIC Benefits warrants that 1) it has the full right, power, legal capacity and authority to enter into, deliver and fully perform under this Agreement, 2) that its performance hereunder will comply with all applicable laws, rules and regulations governing such services; and, 3) that it will comply with all applicable privacy laws as defined in the Business Associate Agreement executed by the parties.
- Assist EMPLOYER in fulfilling those duties and responsibilities required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, the regulations promulgated there under by the Department of Labor (DOL regulations) and the Department of the Treasury, the American Recovery and Reinvestment Act of 2009, and all other administrative law, guidance and applicable decisional law under and/or impacting COBRA (collectively, "Applicable Law") with regard to the employee benefit plans communicated to BASIC Benefits.
- BASIC Benefits will furnish all required notifications, including, but not limited to, the General Notice of COBRA Continuation Coverage Rights ("General Notice"), the COBRA Continuation Coverage Election Notice ("Qualifying Event Notice") and a notice of early termination that are consistent with the DOL model notices. It will furnish such notices in the time and manner prescribed by Applicable Law and the benefit plan documents.
- BASIC Benefits will make every reasonable effort to mail the DOL Initial (General) Notice and Qualifying Event Notice within three business days following receipt.
- BASIC Benefits guarantees all notices will be mailed within the timelines required by Applicable Law.
- BASIC Benefits will mail all COBRA notices required by Applicable Law USPS First Class to the address provided by EMPLOYER. A "hard" copy of the postage-prepaid envelope will be maintained for a period of not less than six (6) months. Thereafter, BASIC Benefits will maintain a copy of the envelope in .pdf format for a period of not less than seven (7) years. All other records will be maintained in electronic format for a period of not less than seven (7) years.
- BASIC Benefits will provide all State required COBRA notices.
- BASIC Benefits will notify carriers (or the EMPLOYER if requested) of all COBRA enrollments, terminations and changes of coverage in the manner instructed within three business days of receipt. For COBRA enrollments, "receipt" means all required paperwork is properly completed and the initial premium is received. BASIC Benefits will notify QBs as soon as administratively possible if their required paperwork is incomplete. This service does not guarantee that the carrier(s) will reinstate, terminate or change the coverage as directed by BASIC Benefits.
- BASIC Benefits will provide each Qualified Beneficiary ("QB") who elects COBRA with payment coupons. New coupons will be provided whenever there is a change of coverage or premiums. EMPLOYER understands and agrees that payment coupons are a value-added service and are not required to be provided. As will be stated in the Qualifying Event Notice, QBs will remain fully responsible to pay their COBRA premiums on a timely basis even if they have not received payment

coupons.

- BASIC Benefits will provide QBs with the following options to pay COBRA premiums after initial enrollment: (1) check; (2) ongoing ACH bank draft; (3) electronic/virtual check (additional charges apply); or, (4) credit card (additional charges apply). The EMPLOYER may pay COBRA premiums on behalf of a QB under a severance agreement.
- If a QB underpays their COBRA premium by an "insignificant amount", BASIC Benefits will issue a notice giving them 30 days to make up the underpayment. EMPLOYER understands and agrees to BASIC Benefits' definition of "insignificant amount", which is the lesser of \$50 or 10% of the premium due.
- BASIC Benefits will maintain all banking requirements necessary to receive and distribute COBRA premiums in a timely manner.
- BASIC Benefits will provide 24/7/365 EMPLOYER access to a full-service web portal. The portal will provide detailed, real-time plan and QB information, including last payment made and next payment due detail. EMPLOYER may run real-time management reports for all information needed, including: (a) election notifications mailed; (b) DOL "General" notices mailed; (c) all active and terminated QBs; (d) all QBs within their original election period; and, (e) all other notices mailed to QBs.
- BASIC Benefits will provide 24/7/365 QB access to a full-service web portal. The portal will provide detailed, real-time plan and payment information, including last payment made and next payment due detail. The QB will be able to pay their premium online if desired.
- BASIC Benefits will provide 24/7/365 broker access to a full-service web portal. The portal will provide detailed, real-time plan and QB information, including last payment made and next payment due detail. Broker may run real-time management reports for all information needed.
- On or about the 10<sup>th</sup> of each month, BASIC Benefits will remit premiums for the previous month to EMPLOYER.
- BASIC Benefits will provide unlimited toll-free customer service for employers and QBs.
- If requested by EMPLOYER (and approved by BASIC Benefits), BASIC Benefits will pay COBRA premiums directly to the appropriate carrier. This service is only available if the following conditions apply: (1) The carriers must provide a separate bill & account number for COBRA participants; (2) The carriers must permit bills to be adjusted; (3) the carrier must accept payment and eligibility data up to 60 days in arrears; and (4) the carriers must accept BASIC Benefits' reporting forms. If desired by the EMPLOYER (and approved by BASIC Benefits), the additional fee will be charged each month for each carrier bill. In addition, a one-time hourly fee of \$75 will be charged if the EMPLOYER requests BASIC Benefits' assistance with carrier bills that are not in existence at the time this service commences.
- BASIC Benefits will mail, assist QBs and process "open-enrollment" elections for QBs provided EMPLOYER provides BASIC Benefits with a "mail-ready" enrollment packet in a timely manner. Additional charges apply for packets that exceed 30 pages (60 sides).
- BASIC Benefits will assist EMPLOYER with an audit, whether initiated by a governmental agency or internally by EMPLOYER. There is no charge to provide standard management reports that can be generated directly from the administration system. BASIC Benefits will not charge EMPLOYER for the first 30 minutes of staff time required to provide EMPLOYER with additional information requested, including but not limited to: researching EMPLOYER records maintained outside the administration system, providing copies of checks, attending meetings on behalf of EMPLOYER and/or creating custom reports. Time in excess of 30 minutes will be billed at the rate of **\$75** per hour. BASIC Benefits will honor the terms of this section for as long as records are maintained.
- BASIC Benefits shall permit authorized representatives of EMPLOYER, at reasonable times, to have

access to, examine, and make copies of, such records and documents, at EMPLOYER's expense.

- BASIC Benefits agrees that it shall amend and update any material that has been superseded by changes in the regulations or applicable laws governing the services provided under this Agreement.

#### **DUTIES OF EMPLOYER**

- EMPLOYER agrees to provide all carrier information necessary for BASIC Benefits to perform its duties under this Agreement, including but not limited to the plan name, plan number, renewal date, and eligibility contact information (including fax number).
- EMPLOYER agrees to report plan and eligibility information/changes in a timely manner.
- EMPLOYER agrees to provide accurate and complete information. Electronic information must be provided in the format required by BASIC Benefits. The charge to modify/correct/complete/customize/redesign electronic enrollment and eligibility data because it is not provided in the required format will be \$150 per hour. However, BASIC Benefits will notify EMPLOYER that the electronic enrollment and eligibility data was not provided in the required format and allow EMPLOYER to make any modifications or corrections beforehand.
- EMPLOYER agrees to reconcile carrier and BASIC Benefits records monthly to ensure carrier eligibility records are maintained accurately at all times. This means the EMPLOYER must compare carrier and BASIC Benefits records monthly to ensure they: (a) are not paying premiums to the carrier for coverage that has been terminated; (b) are paying carriers for coverage that has been elected and paid for by a QB; and, (c) are paying the correct premium. EMPLOYER is responsible for any premiums due as a result of EMPLOYER'S failure to maintain accurate and timely records. EMPLOYER understands and agrees that even if BASIC Benefits fails to notify carriers properly, any liability, premiums, penalties, and other charges incurred as a result of EMPLOYER'S failure to review and report discrepancies in a timely manner is and shall remain the sole responsibility of EMPLOYER. This EMPLOYER liability only applies if EMPLOYER pays COBRA premiums to the carrier. If BASIC Benefits pays the carriers, then BASIC Benefits accepts full financial responsibility to maintain eligibility with the carriers.
- EMPLOYER agrees to generate and review management reports monthly and report all inaccuracies and discrepancies immediately. EMPLOYER'S monthly responsibilities include:  
(1) ensure that all required DOL General Notices were mailed; and, (2) ensure that all Qualifying Event Notices were mailed.
- If HIPAA requires that covered individuals (employee, spouse and dependent) receive a Certification of Creditable Coverage when there is a loss of coverage, regardless of the reason, the EMPLOYER may opt for BASIC Benefits' optional HIPAA Certification service. EMPLOYER agrees the service is limited to Certificates mailed when coverage is lost as a result of a COBRA qualifying event and upon termination of COBRA coverage for any reason. BASIC Benefits shall not be responsible to issue HIPAA Certifications under any other circumstances.
- EMPLOYER agrees to notify BASIC Benefits immediately upon an employee or spouse first becoming covered under one or more COBRA qualified health plans. EMPLOYER agrees that whenever possible, BASIC Benefits must be notified prior to coverage taking effect but never more than 14 days after coverage takes effect.
- EMPLOYER agrees to notify BASIC Benefits upon the occurrence of a COBRA "qualifying event" (as defined under Applicable Law) that results in a loss of coverage for an employee, spouse or dependent. EMPLOYER understands and agrees that it is legally responsible to notify BASIC Benefits of all COBRA Qualifying Events no later than 30 days after the event date.

- EMPLOYER agrees that all material generated by BASIC Benefits will be provided exclusively in English.
- EMPLOYER agrees to pay the charge for all special delivery requests. If requested, EMPLOYER must provide special delivery billing/payment information. BASIC Benefits will not ship special delivery without the EMPLOYER'S payment information.
- EMPLOYER agrees to maintain an approved email address on file with BASIC Benefits at all times.
- EMPLOYER agrees to notify BASIC Benefits at least 30 days in advance of adding, dropping or changing any health plan subject to COBRA, or, if less, immediately upon EMPLOYER receiving the information from the carrier(s). A "change" includes, but is not limited to, a change of premium. If the EMPLOYER fails to notify BASIC Benefits timely, EMPLOYER understands that they may be required to absorb the cost/additional cost of the premium for any period during which the COBRA participant did not receive timely advance notification.
- In performing its services under this Agreement, BASIC Benefits must rely upon EMPLOYER to provide timely, accurate and complete information. BASIC Benefits shall not be responsible for any losses, damages, claims or liability of any kind, caused by the failure of EMPLOYER to provide timely, accurate and complete information.
- Except as specifically set forth in this Agreement, BASIC Benefits shall have no responsibility or liability to any person to fund any Plan benefits or pay any Plan premiums.
- BASIC Benefits may seek instructions from EMPLOYER on any matter related to the interpretation pertinent to the Plan or services provided and may await formal instructions from EMPLOYER without incurring any liability under this Agreement whatsoever. If at any time EMPLOYER should fail to provide timely direction when requested, BASIC Benefits may act or refrain from acting, and shall be protected in acting or refraining from acting without such directions, as BASIC Benefits reasonably deems in good faith to be appropriate and advisable under the circumstances.
- EMPLOYER understands and agrees that should new and/or additional requirements that impact this service be imposed upon EMPLOYER by any Applicable Law or by the Plan, BASIC Benefits may modify this Agreement accordingly and may charge additional fees, if warranted. BASIC Benefits will provide EMPLOYER with written notice at least sixty (60) days prior should additional fees be required. Unless required by law, EMPLOYER will have the option to decline BASIC Benefits' offer to comply with such new/additional requirements, which may necessarily result in termination of services on a date mutually agreed upon by EMPLOYER and BASIC Benefits.

#### **ADDITIONAL TERMS**

- Confidential Information: All records, files, documents (including certain information that is known by BASIC Benefits to be confidential and proprietary to EMPLOYER's general organization, operations and structure) and the like relating to EMPLOYER's Plan, including, without limitation, personal information of employees of the EMPLOYER or participants in the employee benefit plans, with which BASIC Benefits shall come into contact shall remain the sole property of EMPLOYER and shall not be disclosed to third parties except as authorized in this Agreement, as authorized by the BAA between the Employer and BASIC Benefits, as otherwise authorized by EMPLOYER in writing, or pursuant to the direction or order of a governmental agency or a court of competent jurisdiction. To the extent permitted, BASIC Benefits will give EMPLOYER adequate time to contest such direction or order. However, any additional time spent by BASIC Benefits pertaining to an EMPLOYER that chooses to contest a governmental direction or order shall be billed to the EMPLOYER at the rate of \$150 per hour. Notwithstanding any of the foregoing, any examination or copying of participant records shall be carried out in a manner designed to protect the confidentiality of such information. All written materials constituting or incorporating any such information

described herein shall be returned to EMPLOYER upon request.

- No Legal or Tax Services: EMPLOYER recognizes that BASIC Benefits is not authorized to engage in the practices of law or accounting and will not provide legal or tax services to EMPLOYER or any other person. EMPLOYER agrees that they are responsible to obtain legal and tax guidance from their counsel when appropriate. Whenever a legal or tax issue arises in the course of the work to be performed under this Agreement, EMPLOYER shall be responsible to obtain such legal or tax guidance as may be necessary to resolve the issue. EMPLOYER shall notify BASIC Benefits of their decision and BASIC Benefits shall be entitled to rely upon direction from EMPLOYER in the performance of its services.
- Advice and Recommendations: EMPLOYER understands and agrees that, although BASIC Benefits may from time to time call to EMPLOYER's attention and make recommendations concerning potential or actual problems that may come to BASIC Benefits' attention with respect to the operation and administration of EMPLOYER'S employee benefit plan(s), such advice and recommendations are a matter of accommodation only and BASIC Benefits shall have no duty to give such advice, make such recommendations, or otherwise to question any actions or decisions of EMPLOYER, any employee benefit plan fiduciary, or any of their respective agents or employees.
- Not a Fiduciary: EMPLOYER and BASIC Benefits understand and agree to the following:
  - A. EMPLOYER understands and agrees that BASIC Benefits is not the "Plan Administrator" of the Plan and that BASIC Benefits is not a fiduciary with respect to such Plan. BASIC Benefits acts in a ministerial capacity only.
  - B. EMPLOYER and each Plan fiduciary shall retain their full authority, discretion and responsibility for the operation of the Plan with respect to which BASIC Benefits is providing its services under this Agreement. BASIC Benefits shall be entitled to rely on the EMPLOYER's or other Plan fiduciary's decision with respect to any claim for benefits under the Plan, and BASIC Benefits shall perform its services under this Agreement in accordance with such decisions.
  - C. Unless expressly stated in this Agreement, or in a separate agreement, BASIC Benefits accepts no responsibility for the distribution of summary plan descriptions (SPDs) to QBs other than those provided as part of the annual open enrollment packet.
- Independent Contractor Status: Neither BASIC Benefits, nor any party contracting with BASIC Benefits shall be deemed to be an employee of EMPLOYER. BASIC Benefits is and shall be an independent contractor with respect to EMPLOYER. The legal relationship of any person performing services for BASIC Benefits shall be one solely between BASIC Benefits and such person. Neither party has the right or ability to bind the other party to any agreement with a third party or to incur any obligation or liability on behalf of the other party without the other party's written consent.
- Indemnity by EMPLOYER: EMPLOYER agrees to indemnify, defend and hold BASIC Benefits, its partners, directors, officers, employees, affiliates and successors harmless from any claim, damage, loss, demand, benefit, payment, tax, costs, charges, penalties and reasonable legal expenses (collectively, "Losses") resulting directly or indirectly from EMPLOYER's breach of its obligations under this Agreement or as a result of EMPLOYER's negligence or willful misconduct in performing its duties and responsibilities under this Agreement except to the extent such Losses result directly or indirectly from BASIC Benefits' breach of its obligations under this Agreement or from BASIC Benefits' negligence or willful misconduct in performing its duties and responsibilities under this Agreement.
- Indemnity by BASIC Benefits: BASIC Benefits agrees to indemnify, defend and hold EMPLOYER, its partners, directors, officers, employees, affiliates and successors harmless from any claim, damage,

loss, demand, benefit, payment, tax, costs, charges, penalties and reasonable legal expenses (collectively, "Losses") resulting directly or indirectly from BASIC Benefits' breach of its obligations under this Agreement or as a result of BASIC Benefits' negligence or willful misconduct in performing its duties and responsibilities under this Agreement except to the extent such Losses result directly or indirectly from EMPLOYER's breach of its obligations under this Agreement or from EMPLOYER's negligence or willful misconduct in performing its duties and responsibilities under this Agreement.

- Insurance: BASIC Benefits shall at all times maintain business & liability insurance coverage as well as all coverage required by law for its services, obligations, employment, and physical assets. All coverage shall meet or exceed minimum required coverage levels.
- Amendment: Except as otherwise provided in this Agreement, no waiver or modification of any part of this Agreement shall be valid unless in writing and duly executed by both parties. This Agreement may be amended at any time, in whole or in part, in writing signed by EMPLOYER and BASIC Benefits that recites specifically that it is an amendment to the terms of this Agreement.
- Governing Law: The laws of the State of California, without regard to California's conflict of laws provisions, shall govern the construction and interpretation of this Agreement. In any action or suit to enforce any right or remedy in this Agreement or to interpret any provision of this Agreement, the prevailing Party in a final determination shall be entitled to recover its costs, including reasonable attorneys' fees.
- Audit Rights. The parties agree to cooperate in all reasonable audits. Audit fees shall be payable by the party initiating the audit. Audits shall be conducted using procedures mutually agreed upon by the parties. Results of the audit may be shared with the party being audited at the sole discretion of the party initiating the audit.
- Non-Assumption of Liabilities. Unless specifically provided in this Agreement and Addendum(s), the parties do not assume the existing or future obligations, liabilities or debts of the other party.
- Partial Invalidity: The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.
- Waiver: Failure to insist upon strict compliance with any provision of this Agreement shall not be deemed to be a waiver of such provision or any other provision. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision or of any subsequent breach of such provision.
- Assignment: This Agreement is binding on the Parties hereto and their respective successors and assigns. Either Party may, or has the power to, assign this Agreement without the prior written consent of the other. Further, BASIC Benefits may assign its rights and obligations under this Agreement without the approval of Client (a) to an entity which acquires all or substantially all of the assets of BASIC Benefits, or (b) to any subsidiary or Affiliate or successor in a merger, acquisition, restructuring or reorganization of BASIC Benefits.
- Notice: Any notice required or permitted to be given under this Agreement shall be provided in writing and delivered by the most expeditious means available including, but not limited to email, facsimile, overnight courier or certified or registered mail to the addresses set forth below.

Notice to EMPLOYER shall be sent to:

Employer Name: \_\_\_\_\_  
\_\_\_\_\_

Notice to BASIC Benefits shall be sent to:

BASIC Benefits  
3001 Lava Ridge Ct Ste 160

- Enforcement: In the event a dispute should arise regarding the interpretation or enforcement of any of the terms of this Agreement, the parties shall attempt in good faith to resolve informally and promptly any such dispute.
- Force Majeure: In the event that either party is unable to perform any of its obligations under this Agreement because of an occurrence beyond the control and without the fault or negligence of the party affected and which by exercise or reasonable diligence such party is unable to prevent or provide against. (e.g., natural disaster, actions or decrees of governmental bodies, etc.) (Force Majeure Event), the affected party shall immediately give notice to the other party and shall resume performance within a reasonable time after the cause of such failure has been removed. Upon receipt of such notice, all of the other party's obligations under this Agreement, the performance of which is dependent upon the performance of the obligation that has been delayed by the Force Majeure Event, shall be suspended. If the period of nonperformance by the affected party exceeds thirty (30) days from the receipt of notice of the Force Majeure Event by the other party, the other party may terminate this Agreement immediately upon written notice to the affected party.
- Limitations on Actions: Notwithstanding any applicable law that may provide for a longer period of time, no action, regardless of its form and including if the action involves nonpayment, arising out of this Agreement may be brought by either party more than four (4) years after the party first becomes aware of the facts upon which a cause of action arises.
- Additional Fees and Charges: Fees and charges specific to an employee benefit plan or service provided by BASIC Benefits are stated in Exhibit 2 made part of this Agreement. General fees and charges are as follows:
  - A. Broker may pay the base monthly fee for COBRA services on the EMPLOYER'S behalf. The agreement to pay the fees is between the EMPLOYER and Broker. Should Broker, at any time and for any reason, not pay the fees when due, the EMPLOYER understands and agrees to pay such fees, in accordance with the terms of this Agreement, upon receipt of an invoice from BASIC Benefits.
  - B. All undisputed fees are due and payable within thirty (30) days of the date of the invoice. A late payment penalty may be charged for all undisputed fees not received within sixty (60) days of the invoice date. The penalty will be one and one-half percent (1.5%) of the undisputed delinquent balance per month or, where a lower rate is prescribed by law, the highest rate thereby permitted. In addition, BASIC Benefits retains the right to suspend or terminate services if the delinquent payment is not received within ninety (90) days of the invoice date, provided the designated individual at EMPLOYER is given at least thirty (30) days' written notice of delinquency. An additional reinstatement fee will apply to reinstate services after suspension or termination due to EMPLOYER's failure to pay undisputed fees by the deadline stated herein.
  - C. Upon termination of services, BASIC Benefits reserves the right to suspend all services until all undisputed fees due are received from EMPLOYER.
  - D. BASIC Benefits reserves the right to modify charges for administrative services and assistance effective on the contract renewal date provided EMPLOYER receives 120 days advance written notice.
  - E. Upon request by EMPLOYER, BASIC Benefits will assist EMPLOYER with issues that existed prior to the commencement of services with BASIC Benefits. The additional charge for this service is \$75 per hour.
  - F. Work that must be duplicated or corrected resulting from late or inaccurate information from



EMPLOYER (e.g. resend COBRA notices, etc.) may be charged at the rate of \$75 per hour or the blanket per piece mailing fee, whichever is greater.

G. BASIC Benefits will charge EMPLOYER \$20 for each wire transfer received from EMPLOYER. There is no charge if the EMPLOYER sends an ACH payment to BASIC Benefits.

- Entire Agreement: This Agreement as amended from time to time, constitute the entire agreement between BASIC Benefits and EMPLOYER as it relates to the provision of administrative services. This Agreement supersedes all prior and contemporaneous agreements, understandings and representations between the parties, whether written or oral.
- Signatures. This Agreement may be executed in separate counterparts, and by facsimile or electronically, each of which when so executed and delivered shall be a legally-binding original and all such counterparts shall together constitute one and the same instrument, binding on all parties, notwithstanding that each of the parties may have signed different counterparts. The parties agree that delivery of an executed counterpart signature hereof by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

Each of the undersigned individuals represents and warrants that he or she is expressly and duly authorized by his or her respective entity or agency to execute this Agreement and to legally bind each such entity or agency as set forth in this Agreement.

IN WITNESS WHEREOF, the duly-authorized officers of the Parties hereto have executed this Agreement below.

**BASIC Benefits**

**Employer:** \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

BASIC Benefits, LLC  
9246 Portage Industrial Dr.  
Portage, MI 49024