

# *Glassboro Public Schools*



## **MEMO**

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To: Al Lewis

From: Michael Sloan

Date: December 17, 2025

Re: Benefit Allocation Systems, LLC Services Agreement

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Recommend Board approval of the service agreement between Benefit Allocation Systems, LLC on its own behalf and on behalf of its affiliated company Cobra Control Services, LLC and Glassboro Board of Education effective November 21, 2025 as attached. (attachment)



### Benefit Allocation Systems, LLC Services Agreement

This Services Agreement ("Agreement"), effective as of 11/21/25 (the "Effective Date") is entered into by and between Benefit Allocation Systems, LLC on its own behalf and on behalf of its affiliated company Cobra Control Services, LLC (together, "BAS") and Glassboro Board of Education ("Client").

WHEREAS, BAS is a service company offering MyEnroll<sup>360</sup>, a sophisticated, proprietary, cloud-based tool for Client's use in communicating information to BAS for BAS to provide contracted services; and

WHEREAS, Client sponsors certain employee benefit plan(s) (singularly and collectively, the "Plan") for Client's eligible employees and dependents; and

WHEREAS, Client desires to engage BAS to provide fully-directed services to assist Client with Client's administration of its Plan; and

WHEREAS, such services include notice, billing and collection services for continuation of coverage which may be offered under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, along with other contracted administrative services;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, Client and BAS (each, a "Party" and together, the "Parties") agree as follows:

### TERMS AND CONDITIONS

#### 1. Definitions

- 1.1. **BAS Technology** means any and all technology developed by or for BAS. BAS technology includes, without limitation, MyEnroll<sup>360</sup> along with any software, features, capabilities and technology configured by BAS for Client. BAS technology does not include Client Materials.
- 1.2. **Client Materials** means any content disclosed or provided to BAS by Client for purposes of performing Services.
- 1.3. **COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as may be amended from time to time, and the regulations thereunder.
- 1.4. **Confidential Information** means all information the Disclosing Party communicates or causes to be communicated to the Receiving Party which the Disclosing Party expressly identifies as proprietary, confidential or similarly sensitive in nature or which by its nature a prudent person would reasonably understand to require treatment as confidential information and which is not: (a) already known to the Receiving Party from a source other than the Disclosing Party without breach of any obligation of confidentiality; (b) conveyed to the Receiving Party by a third party without any restriction as to confidentiality or use; (c) independently developed without reference to the confidential information as evidenced by the Receiving Party's prior written records or (d) in the public domain through no breach of this Agreement. MyEnroll<sup>360</sup> is Confidential Information of BAS.
- 1.5. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and the regulations thereunder.
- 1.6. **MyEnroll<sup>360</sup>** means those certain software applications developed and made available by BAS to Client and Client Users through which Client relays data and information to BAS to perform Services, including (i) any and all websites therein; (ii) any and all BAS Technology used, incorporated, stored or accessible therein; and (iii) the features and services provided by BAS to facilitate the creation, implementation, and maintenance of such applications.

- 1.7. **Services** means the COBRA, continuation of coverage, and/or other services provided to Client by BAS as set forth in the initial Statement of Work and subsequent Service Orders.
- 1.8. **Statement of Work** means an ordering document specifying the services to be provided by BAS to Client along with related terms, conditions, fees and expenses. A Statement of Work after the Effective Date of the Agreement may be referred to as a "Service Order." Each Statement of Work entered into prior to or subsequent to the Effective Date is subject to the terms of this Agreement.
- 1.9. **Term** means the period beginning on the Effective Date and ending on the date the Agreement is terminated.
- 1.10. **Users** means those users who have been given access to BAS Technology as part of the Services, including as applicable, Client's employees, administrators, brokers and any other designated individual.

## **2. Services**

- 2.1. **Scope of Services.** The purpose of this Agreement is to establish the general terms and conditions governing BAS' provision of and Client's use of the Services. BAS and Client will enter into one or more mutually executed written Statements of Work pursuant to this Agreement describing the Services. BAS Services may require Client to communicate with BAS through MyEnroll<sup>360</sup>, subject to the terms of Section 5.2. Services are not stand-alone and require BAS cooperation and support. Client acknowledges that all work product and deliverables (and all ownership and intellectual property rights therein) belong solely and exclusively to BAS.
- 2.2. **Provision of Services.** BAS shall provide to Client the Services set forth in the Statement of Work, subject to the terms and conditions of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of a Statement of Work (excepting Services set forth in the Statement of Work), the terms of this Agreement shall control, except as expressly provided in the Statement of Work. Each Statement of Work shall be deemed to be incorporated into the terms of this Agreement.
- 2.3. **Changes/Additions to Services.** BAS shall not be obligated to implement any change to Services or additional Services until the Parties execute a subsequent Statement of Work setting forth such change, its price and schedule. BAS reserves the right to modify application, design, components, logic, operation and functionality of contracted Services as it, in its sole discretion, deems necessary and without Client approval when such changes will not adversely impact the work product in appearance or functionality in a material manner. BAS may make changes/addition to services if changes in rules or requirements cause BAS to perform additional or differing services not anticipated at time of contracting.
- 2.4. **Personnel.** The personnel assigned to perform Services shall be determined solely by BAS. Client hereby acknowledges and agrees that BAS may engage independent contractors to perform the Services on behalf of BAS.
- 2.5. **Standard of Care.** BAS shall perform the Services in a professional and workmanlike manner using reasonable commercial efforts.
- 2.6. **Client Information.** Client acknowledges and agrees that BAS' performance of the Services is dependent on the timely completion of Client's responsibilities and obligations under this Agreement. Notwithstanding anything to the contrary herein, Client will be responsible for the timely provision and accuracy of all information provided to BAS or entered into MyEnroll<sup>360</sup> by Client or on Client's behalf and also for the consequences of any instructions given to BAS by Client or on Client's behalf.
- 2.7. **Client Agent.** Client may engage a broker, manager, or other agent ("Client Agent") acceptable to BAS, with BAS's advance written approval, to receive Services on Client's behalf. BAS shall have the absolute right to deny Services to any individual not approved by BAS as a Client

Agent. BAS may require Client Agent and Client to enter into a written agreement with BAS, in a form of BAS's choosing, before granting Client Agent Services otherwise communicating with Client Agent. Such written agreement may be in any form as determined by BAS, in its sole discretion. BAS shall have no obligation to communicate with, or provide access to Services to, Client Agent prior to receipt of such fully executed agreement, and BAS's execution thereof shall not in any way relieve Client of its obligations hereunder. Any breach of the terms of this Agreement by a Client Agent or its personnel shall be deemed to be a breach by Client.

- 2.8. **ACH Services.** To the extent Client has engaged BAS to act as a third-party sender with respect to Automated Clearing House (ACH) transactions between Client, as ACH "Originator," and its locations and/or employees and/or retirees, as ACH "Receivers," Client authorizes BAS to debit and/or credit its Receiver's accounts on its behalf.

2.8.1. Client agrees that while acting as an Originator, it will be bound by, and its origination of ACH debit/credits payments shall comply with, the rules of the National Automated Clearing House Association (the "Rules") and United States law. Client will provide an Authorization Agreement for each account subject to ACH.

2.8.2. BAS has contracted with a financial institution to process, transmit and settle in a timely manner and in accordance with the Rules, the entries received from Client that comply with the terms of the Rules. Client understands that BAS and the financial institution contracted by BAS have the right to audit Client and BAS's compliance with an origination agreement and the Rules. The parties agree that an origination agreement may be suspended or modified for breach of the Rules in order for the parties to comply with the Rules.

2.9. **Billing Sweeps**

2.9.1. To the extent Client engages BAS for billing and collection and to the extent BAS sweeps funds to Client that are subsequently determined uncollectable, Client will remit such uncollectable amount to BAS within 5 business days of written notice to Client.

2.9.2. If Client does not repay uncollectable funds, Client authorizes BAS to withhold such amount from future sweeps and BAS has the option to charge interest on such unpaid uncollectable amounts.

- 2.10. **Translation Services.** If Client request translation services, BAS will engage qualified third-party translation providers to perform the translation services for the identified material. BAS will provide draft translated documents to Client for review and approval before utilizing such materials. Client acknowledges and agrees that Client is solely responsible for reviewing, verifying, and ensuring the accuracy of all translated materials. Upon Client approval of a translation, Client accepts full responsibility for the accuracy, completeness, and appropriateness of the translated content. BAS expressly disclaims any and all liability for errors, omissions, or inaccuracies in Client-approved translations. Client agrees to hold BAS harmless from any problems, damages, costs, expenses, or additional work that may result from or arise out of Client-approved translation materials, including but not limited to miscommunications, regulatory non-compliance, or business disruptions stemming from translation inaccuracies. Client is strongly encouraged to have all translation materials independently verified by qualified linguists or subject matter experts before directing BAS on final approval and use

- 2.11. **Ethical Religious Directives.** If the Services selected by Client include evaluating FSA claims in accordance with Ethical Religious Directives (ERD), BAS will use its reasonable best efforts to review participant claims based on those ERD identified by Client to BAS. If Client cannot identify for BAS the ERD it desires to use for evaluating claims, Client will approve the ERD identified by BAS, and BAS will use best efforts to review claims in accordance with those ERD. Client acknowledges, understands and fully agrees that BAS cannot guarantee reimbursements in full compliance with ERD, and some items not in keeping with ERD may be approved for reimbursement from participants' accounts. If Client utilizes a debit card in

connection with the Services, Client understands that participant claims paid with the debit card that match a co-payment amount loaded in the BAS system will not be evaluated based on ERD, and that participant claims paid with the debit card that do not match a co-payment amount loaded in the BAS system will be evaluated as an unsubstantiated expense, after the purchase is completed.

### **3. Term and Termination**

- 3.1. **Term.** This Agreement is effective as of the Effective Date and continues until the first anniversary of the Effective Date in accordance with the terms of this Agreement (the "Term"). The Term will automatically renew for successive one-year periods. This Agreement shall be valid for the Term.
- 3.2. **Termination for Convenience.** Either Party may terminate this Agreement for convenience by providing ninety (90) days advance written notice of termination to the other Party. Such termination shall be effective at the end of such 90-day period, or later if such notice provides.
- 3.2.1. Should Client terminate this Agreement prior to ninety (90) days advance written notice, Client shall be responsible for paying for Services for the full ninety (90) day period.
- 3.2.2. If fees are paid on a monthly basis and the end of the ninety (90) day period referenced herein occurs in the middle of a month, fees will be due through the end of the month in which the 90<sup>th</sup> day occurs.
- 3.3. **Termination for Cause.** Either Party may terminate this Agreement upon written notice to the other Party if such other Party fails to perform a material obligation of this Agreement and the breaching Party fails to cure the failure within thirty (30) days following receipt of written notice from the other Party specifying the failure in reasonable detail. BAS may terminate any Statement of Work or this Agreement in the event that Client fails to pay any fees due and owing hereunder and fails to make such payment within ten (10) days after written notice of such default from BAS.
- 3.4. **Termination for Bankruptcy.** Either party may terminate this Agreement immediately upon written notice to the other Party in the event of the occurrence of one or more of the following events:
- 3.4.1. If a petition under any foreign, state or United States bankruptcy act, receivership statute or similar laws, as they now exist or as they may be amended from time to time, is filed by the other Party; or
- 3.4.2. If such a petition is filed by any third party, or an application for a receiver of the other Party is made by anyone and such petition or application is not resolved favorably by such Party within sixty (60) days.

If either Party is prohibited from termination of this Agreement pursuant to this Section under applicable law, this Agreement shall be automatically modified to require Client to pay in advance for any fees for Services to be provided under the Agreement including any Statement of Work, in a form and amount determined by BAS.

- 3.5. **Effect of Termination.** Termination of this Agreement shall also terminate each Statement of Work. Termination of a Statement of Work shall terminate such Statement of Work, only. Upon any termination of this Agreement, Client shall, and cause its Users to, immediately discontinue access to MyEnroll<sup>360</sup> and return to BAS all Confidential Information of BAS in Client's or its Users' possession.
- 3.5.1. **Transitional Services.** If Client desires any Services to be performed after termination, such work will be subject to an increased fee, along with prepayment to BAS for anticipated fees for the first and last month of any Services extension period.



- 3.5.2. Data Transfer.** If Client desires BAS to prepare data files and or data reports and/or transfer any information to Client in connection with a termination, such request will be subject to a preparation fee in an amount determined by BAS. As of the time of this Agreement, such requests will be subject to a minimum \$400 per data file preparation fee, or a time and materials cost, if greater. Such fees are subject to change. Client must make a request for such work within thirty (30) days of Client's written notice of termination.
- 3.5.3. Services incident to open enrollment.** If Client terminates the Agreement within 120 days of the commencement of any plan year related to such open enrollment period and BAS has provided services including, but not limited to, preparation and/or delivery of open enrollment kits, open enrollment applications, open enrollment benefits counseling, open enrollment application data processing, year-end and/or post-open enrollment confirmation statements, Client will be subject to a termination fee of the greater of \$1,200 or the termination fee due under the Agreement with respect to notice of termination.
- 3.5.4. Data Deletion.** Upon termination, BAS will make Client's data in MyEnroll<sup>360</sup> (as it existed at the end of the term) available for retrieval for a period of thirty (30) days. At the end of such retrieval period, and except as may be required by law, BAS may delete or otherwise render unrecoverable any of Client's content in MyEnroll<sup>360</sup>.
- 3.5.5. Payments of Amount Due/No Refund.** Upon termination of this Agreement or a Statement of Work, BAS shall be entitled to retain all payments remitted to BAS and no refund will be due or owing. Termination of this Agreement or a Statement of Work shall not terminate any payment obligation of Client for Services provided prior to such termination. Upon termination, Client must pay BAS the amount of fees incurred but not yet paid, along with any post-termination fees determined by BAS. BAS shall have the sole right and discretion to retain any materials provided by Client until after Client pays all fees due and owing under the Agreement.

#### **4. Payments**

- 4.1. Fees.** Client shall pay BAS fees for Services as agreed upon by the parties. Initial fees are set forth in the Statement of Work, and additional fees may be added through subsequent Statements of Work. Initial fees are subject to change based on results of full discovery.
- 4.1.1.** In the event BAS, at Client's request, creates reports, electronic data interchange files, or other programming or deliverables in connection with the Services that exceed the scope of Services specified in the Statement of Work or a subsequent Service Order, such services and deliverables shall be paid on a time and materials basis at the fees specified herein.
- 4.1.2.** All fees are subject to adjustment and additional fees may be applied upon a change in rules or requirements that causes BAS to perform services and incur expenses not identified at contracting date. Fees are subject to change with 30-days prior notice, upon a material change in rules or regulations that causes BAS to incur expenses not identified at contracting date, and upon contract renewal date. An automatic minimum two percent (2%) increase at the anniversary of each Effective Date. BAS will communicate other fee adjustments to Client in advance of billing.
- 4.2. Expenses.** Client shall reimburse BAS for all reasonable expenses incurred by BAS in the performance of the Services, including, but not limited to, travel and lodging expenses, printing, postage, communication charges and other reasonable supplies. BAS shall provide reasonable documentation for any expenses to be reimbursed.
- 4.3. Invoices**
- 4.3.1.** Except as otherwise provided in the Statement of Work, BAS shall invoice Client for Services monthly. Such invoice shall identify fees due for Services to be rendered during the month and for expenses incurred by BAS in connection with the performance of

Services. Invoices are due and payable upon receipt and in all cases shall be paid within thirty (30) days.

- 4.3.2. An invoice, once issued, will not be revised. Any error identified on an invoice and brought to the attention of BAS within 30 days of issue will be corrected on the next scheduled monthly invoice, provided BAS is made aware of, and agrees to the need for correction, at least 5 business days prior to the regularly scheduled preparation of the forthcoming invoice. Since Client is responsible for reconciling bills monthly, BAS will not be responsible for errors on an invoice not brought to the attention of BAS more than 30 days after issuance.

**4.4. Unpaid Amounts.**

- 4.4.1. BAS has the right to charge interest, suspend services and/or terminate the Agreement if BAS has provided written notice of an unpaid amount to Client and the amount remains unpaid. Failure to pay any amount due shall be considered a material breach by Client of this Agreement entitling BAS to terminate the Agreement.
- 4.4.2. All amounts payable by Client which remain unpaid after 30 days shall accrue interest at a rate equal to the lesser of 1.5% per month from the date of invoice, or the maximum rate permitted by law, until such amounts are paid. Client shall reimburse BAS for all costs of collecting overdue amounts, including attorney's fees and court costs and expenses. If Client in good faith disputes any amount in an invoice, Client must provide written notice of such dispute to BAS within thirty (30) days after receipt of the invoice. Client and BAS shall negotiate promptly and in good faith to resolve any dispute.
- 4.4.3. Suspension of services may include, but not be limited to, suspension of access to MyEnroll<sup>360</sup> for both Client and its Users, termination of access to BAS call-center support, cessation of electronic data interchange and billing interface with vendors, termination of ACH fund transfers, suspension of participant and vendor communications, and such other suspension as BAS, in its sole discretion, deems appropriate. Client shall remain liable for any fees incurred for Services during a suspension period.
- 4.5. **Taxes.** Client is responsible for payment of any and all tax obligations with respect to Services received from BAS (except if deemed exempt by the applicable taxing authorities), whether or not invoiced by BAS, including, if applicable, sales, use, value-added, goods and services and all other similar taxes imposed by any federal, state or local governmental entity for items or services provided or resulting from any transaction under this Agreement, excluding taxes based solely on BAS's net income or gross receipts. The fees, costs, expenses and other amounts payable by Client to BAS under this Agreement do not include taxes of any jurisdiction which may be assessed or imposed on the Services or otherwise assessed or imposed in connection with the transactions contemplated by this Agreement.
- 4.6. **Payment by Third Party.** In the event that the Statement of Work or a Broker Authorization Agreement indicates that any third party, including but not limited to broker or agent ("Broker") of Client, shall pay all or a portion of any fees due hereunder, BAS shall seek payment from such third party for fees and Client hereby unconditionally guarantees that the third party will pay in full such fees when due and in accordance with the terms of this Agreement. In the event that such fees are not paid by the third party, Client understands and agrees that Client is responsible for paying all fees due under this Agreement and any Statement of Work. BAS shall not be under any obligation to institute suit, exercise rights or remedies or take any other action against the third party or any other person liable with respect to such fees as a condition precedent to Client being obligated to make such payments as agreed to herein, and Client waives any and all rights and defenses which it may have by statute or otherwise which would require BAS to do any of the foregoing. The payment obligations, including penalties for late

payments, apply to Client shall the third party fail to pay any amount due and owing under the Agreement.

**4.7. Additional Fees.**

**4.7.1. Programming Services:** If Client requires specific programming services, such services will be subject to charge. For illustrative purposes, the pricing as of the date of this Agreement is as follows. These fees are subject to change.

*Programming Hourly Fees*

Project Manager/Designer..... \$200 per hour  
Sr. Programming Level 2.....\$185 per hour  
Sr. Programming Level 1.....\$165 per hour  
Staff Programmer.....\$125 per hour

**4.7.2. Accounting Services:** If Client requires specific accounting services, such services will be subject to charge. For illustrative purposes, the pricing as of the date of this statement of work is as follows. These fees are subject to change.

*Accounting Hourly Fees*

Manager..... \$175 per hour  
Sr. Accountant.....\$125 per hour  
Staff Accountant.....\$100 per hour

**4.7.3. Mailing Services:** Client will be billed actual postage charges for any mailing, except as otherwise set forth in a Statement of Work.

**4.8. Fees Not to be Encumbered.** Payments due to BAS will not be withheld or delayed for any reason including, but not limited to: (a) other parties' completion or non-completion of deliverables for agreed-upon Services, (b) change in Client's decision on the contracted Services (c) identification of new requirements beyond the scope of the contracted Services, or (d) any other reason not related to BAS' willful misconduct in the provision of Services.

**5. BAS Technology**

**5.1. Technology.** BAS shall implement and provide access for Client to the BAS Technology subject to the agreed upon Services. Client's use of BAS Technology is subject to the terms and conditions of this Agreement and is intended as a communication tool for Client and its users to provide information to BAS.

**5.2. MyEnroll<sup>360</sup> Use and License.** For Services involving Client's use of MyEnroll<sup>360</sup>, Client understands that MyEnroll<sup>360</sup> is provided as a tool for Client to communicate information to BAS for BAS to provide contracted services. BAS hereby grants Client a limited, non-exclusive, non-transferable personal and revocable license to access MyEnroll<sup>360</sup> through its designated Users, in executable code form only, solely for the Services set forth in the Statement of Work. Client shall not and shall not cause or permit Users to access MyEnroll<sup>360</sup> to modify, reproduce, reverse engineer, decompile, create derivative works based upon, or alter or remove any copyright or other proprietary notice from MyEnroll<sup>360</sup>. In no event shall Client permit third parties to access MyEnroll<sup>360</sup>, without the prior written authorization of BAS. Since MyEnroll<sup>360</sup> is not a stand-alone software product, the license to use MyEnroll<sup>360</sup> incorporates BAS back office support. The license granted by BAS under this Section 5.2 shall be valid during the Term.

**5.3. Removal.** Client hereby acknowledges and agrees that BAS shall have the right to remove (so long as such component is promptly replaced with a component of comparable quality and functionality) or modify a particular component or service, including (without limitation) the components in MyEnroll<sup>360</sup>, for any reason, including (without limitation) in the event use of such component is challenged or opposed by a third-party.

**5.4. Backup and Usage Information.** BAS shall employ commercially reasonable backup and disaster recovery procedures for BAS Technology consistent with industry standards.



- 5.5. **Security Certificate.** MyEnroll<sup>360</sup> may include issuance to Client of an SSL certificate or other equivalent security certificate to enable secure and encrypted communications between Users and MyEnroll<sup>360</sup>. Client hereby acknowledges that all such security certificates are provided by third party certificate authorities. Client is responsible for taking any action, providing information, maintaining, updating, implementing and executing any agreements and documentation required by such third parties, including (without limitation) all fees, costs and expenses in connection therewith. BAS shall not be responsible for any errors or omissions of third parties or defects in connection with security certificates.
- 5.6. **Links.** Client hereby acknowledges that MyEnroll<sup>360</sup> may contain links to third-party websites. Any such links are provided solely as a convenience to Users and do not constitute an endorsement by BAS of such websites and the third-party content therein. It is the responsibility of Client to test all third-party links to assure the accuracy of such third-party links and to bring to the attention of BAS any third-party links that do not perform in accordance with Client's expectations. BAS is not responsible for the information practices of any third-party website, and the third-party's use of personally identifiable information is governed by such third-party's own privacy policy.
- 5.7. **Intellectual Property.** Title to BAS Technology, including all ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith, along with BAS modifications, enhancements, improvements, derivations and translations to BAS Technology, shall be the exclusive property of BAS. Client hereby acknowledges that the BAS Technology shall not be deemed to be "works made for hire" owned by Users or Client under the U.S. Copyright Act [17 U.S.C. § 101 et seq.]. Client hereby fully and irrevocably assigns, transfers and conveys, in perpetuity, any and all rights, title and interests Client may have or accrue or assert in connection with development or use of the BAS Technology, including (without limitation) any and all ownership rights to patents, trademarks, copyrights and trade secrets in connection therewith, and shall at BAS's request cause Users to make such assignments.
- 5.8. **Administrators, Users and Passwords.** Client shall provide BAS with a written list of employees or its Client Agent or independent contractors to act as administrators for the Client ("Administrator" or "Administrators") prior to the date on which Client first uses MyEnroll<sup>360</sup>. Client may, from time to time, add Administrators or replace one Administrator with another employee or contractor of Client and such other employee or contractor shall be an Administrator for purposes of this Agreement. Client shall be responsible for ensuring all active Administrators in MyEnroll<sup>360</sup> are authorized by Client. Passwords will be assigned to users of MyEnroll<sup>360</sup> according to the BAS processes. Administrators shall not disclose User IDs or passwords to third parties. Access to MyEnroll<sup>360</sup> shall be determined at the exclusive discretion of BAS. Each User ID and password shall be personal to the applicable User and may not be used by anyone other than such User. Client shall be responsible for informing Administrators of their obligation to maintain the confidentiality of the User IDs and passwords and will be responsible for all uses of any User ID and password and all access to MyEnroll<sup>360</sup> in connection with User IDs and passwords, whether such access is authorized or unauthorized.
- 5.9. **Authorized Contact for MyEnroll<sup>360</sup>.** BAS and Client shall each designate a principal contact person who shall act as a liaison between BAS and Client and who shall have sufficient authority to grant or communicate the granting of all necessary approvals for the use of and access to MyEnroll<sup>360</sup>.
- 5.10. **MyEnroll<sup>360</sup> Limited Warranty.** Subject to the terms and conditions of this Agreement, BAS represents and warrants that
- 5.10.1. MyEnroll<sup>360</sup> will be accessible by Users except for scheduled maintenance and unscheduled unavailability which is outside the reasonable control of BAS;
- 5.10.2. BAS has full authority to enter into this Agreement;

- 5.10.3. BAS is the owner of or otherwise has the right to use and permit access to the BAS Technology included in the Services.
- 5.10.4. This warranty does not apply for any nonperformance caused by the use of MyEnroll<sup>360</sup> by Client or a User in a manner contrary to the applicable documentation provided by BAS or any use of MyEnroll<sup>360</sup> by Client or a User contrary to the terms herein, any external Internet failure, or any hosting problem not caused by BAS. Client hereby accepts the terms of third-party license terms and conditions and assumes all of the rights and obligations of such licenses, including any and all warranties and limitations contained therein. Client hereby waives and releases BAS, its officers, directors, employees, agents and representatives from, any and all claims arising out of or relating to the technology owned or licensed by a third-party and incorporated into MyEnroll<sup>360</sup>.
- 5.11. **Disclaimer for Warranty.**  
**THE WARRANTIES SET FORTH IN ABOVE ARE IN LIEU OF, AND BAS (INCLUDING ITS OFFICERS, DIRECTORS, AGENTS AND REPRESENTATIVES) HEREBY DISCLAIMS AND CLIENT HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CLIENT HEREBY ACKNOWLEDGES THAT ACCESS TO THE SERVICES WILL NOT BE UNINTERRUPTED, TIMELY, OR ERROR FREE AND MAY BE AFFECTED BY LOCAL MARKET TELECOMMUNICATION NETWORK ACTIVITY, CAPACITY AND COMPATIBILITY WITH THIRD PARTY COMMUNICATION EQUIPMENT, INTERNET ACCESS AVAILABILITY, SOFTWARE AND BROWSERS, OTHER EQUIPMENT OR SOFTWARE NOT PROVIDED BY BAS, OR OTHER CONDITIONS BEYOND THE CONTROL OF BAS. BAS HEREBY DISCLAIMS ANY WARRANTY AND CLIENT HEREBY WAIVES ANY CLAIM RESULTING FROM SUCH CONDITION. BAS MAKES NO WARRANTY, AND CLIENT HEREBY WAIVES ANY AND ALL CLAIMS, IN CONNECTION WITH THE RESULTS OBTAINED FROM USE OF SERVICES OR AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF SERVICES. CLIENT HEREBY ACKNOWLEDGES THAT USE OF THE INTERNET AND MYENROLL<sup>360</sup> SHALL BE AT THE SOLE AND EXCLUSIVE RISK OF CLIENT AND ITS USERS AND SUBJECT TO THE RESTRICTIONS, TERMS AND CONDITIONS, RULES, REGULATIONS, POLICIES, LAWS AND CODES OF CONDUCT GOVERNING THE INTERNET, MYENROLL<sup>360</sup> OR OTHERWISE APPLICABLE LAW.**

## **6. Client Responsibilities**

### **6.1. Client Data.**

- 6.1.1. BAS shall be entitled to rely upon any Client Materials provided to BAS by or on behalf of Client. Client shall be solely responsible for the accuracy, adequacy, integrity and compliance with laws of its data and information. **BAS IS NOT RESPONSIBLE FOR VERIFICATION OF ACCURACY, ADEQUACY AND COMPLIANCE WITH LAW OF ANY CLIENT MATERIALS DATA OR OTHER INFORMATION PROVIDED BY OR ON BEHALF OF CLIENT OR BILLING ERRORS RESULTING FROM RELIANCE ON SUCH CLIENT INFORMATION.** Client grants permission to BAS to incorporate non-personally identifiable and anonymous statistics that have been de-identified in accordance with HIPAA into reports, which may be derived from Client's Materials in MyEnroll<sup>360</sup>, such as the number of transactions, gross volume of transaction dollar amounts, number of clients, and geographic distribution of users. Title to Client information, including all ownership rights to patents, copyrights, trademarks and trade secrets on or to such Client information shall be the exclusive property of Client.

- 6.1.2. Client authorizes BAS to exchange data in the normal course of business with any third party designated by Client. It is Client's obligation to ensure any security, privacy or confidentiality agreement is executed between Client and such third party with respect to the provision of data to BAS. Client agrees that by Client or its Users providing data, including Personally Identifiable Information and/or Protected Health Information to BAS, Client authorizes BAS to use such data to perform Services.
- 6.2. **Client Cooperation.** Client shall carry out its duties and obligations hereunder, including Client's use of MyEnroll<sup>360</sup>, the Services, and any products or services offered by BAS, ensuring the authorization of Administrators, all using reasonable care and diligence in accordance with commercial best practices. Client shall cooperate in good faith with BAS and shall provide all Client data and such other information requested by BAS from time to time to perform Services under this Agreement in a reasonable, timely manner, in the form and time frame reasonably requested by BAS. Client acknowledges that BAS's performance of the Services is dependent upon Client's performance of the foregoing responsibilities, and BAS shall have no obligation to provide the Services, may delay the delivery of the Services, may charge additional fees for the Services, and may be indemnified from harm if Client fails to perform its responsibilities as set forth herein. An ongoing, systematic violation of this Section 6.2, as determined by BAS, in its reasonable discretion, shall be considered a material breach by Client of this Agreement entitling BAS to terminate the Agreement in accordance with Section 3.3.
- 6.2.1. Client agrees to review materials and respond to BAS requests for Client information within the time period requested by BAS, and if Client does not comply, BAS shall have the right to cease performance of Services hereunder. Client shall retain backup for the Client information provided to BAS.
- 6.2.2. Where BAS is providing billing services for Client, Client shall deliver all applicable data and information for any given billing no later than five (5) business days prior to any scheduled billing to Client or Client's locations, if applicable. If Client delivers any applicable data or makes any manual data entry less than five (5) business days prior to any scheduled billing, such data shall be processed as part of the next scheduled billing.
- 6.2.3. Client shall review and reconcile Client data before any such data is entered into MyEnroll<sup>360</sup>, when new data is entered into MyEnroll<sup>360</sup>, and when Client's data encounters a major change that impacts rating methodology, including, but not limited to, formula changes, rate version changes, date changes, rounding changes, new employee classes, and billing and premium modifications. Client shall review Client data in MyEnroll<sup>360</sup>, along with Client reports, and such data shall be deemed accurate and accepted if BAS is not otherwise notified within 30 days of receipt or entry.
- 6.2.4. Client shall reconcile bills and statements upon receipt, and in no event less frequently than on a monthly basis. Bills shall be deemed accepted if BAS is not otherwise notified within 30 days of billing date.
- 6.3. **Integrity.** Client represents and warrants any and all data and information provided to BAS by Client or on Client's behalf through MyEnroll<sup>360</sup> shall not contain any material defects, authorization code routines, viruses, disabling routines or technology or defect causing failures in MyEnroll<sup>360</sup>.
- 6.4. **Compliance with Laws.** Client represents and warrants that MyEnroll<sup>360</sup> shall not be used (directly or indirectly) to conduct or solicit the performance of any business or activity which is tortious, prohibited by law or violates any applicable law. Client shall (i) be solely responsible for its use of the Services and for ensuring that such use complies with applicable law, and (ii) and shall cause its Users to comply with applicable law in accessing MyEnroll<sup>360</sup> and using Services under this Agreement.

- 6.5. **Authorization.** Client hereby represents and warrants that: (i) Client has obtained all necessary authorizations, permissions or licenses to distribute and provide any Client Materials to BAS; (ii) Client has the authority to grant the license granted by Client to BAS under this Agreement; (iii) Client is in compliance with all laws, rules, regulations, ordinances, guidelines, judgments, orders and codes of all federal, state and local governmental authorities, agencies or tribunals applicable to the use of the Client Materials and Client's access to BAS Technology and performance of this Agreement ("Applicable Law"); and (iii) the use, reproduction, display and performance of Client Materials by BAS shall not infringe upon or violate any patent, copyright, trade secrets or trademark rights of any third party or violate any Applicable Law, including (without limitation) the United States export laws (Export Administration Act, 15 CFR 730-774) and import laws.
- 6.6. **Direction to Share Information.** Client understands the data exchange may require the sharing of information. Client directs BAS to share Client's data, which may include personally identifiable information and protected health information, with the identified third party. Client understands that after BAS shares the information, BAS cannot guarantee the privacy or security of the transmitted data. Client will follow its own processes for ensuring the identified third party takes reasonable steps to protect Client's data.

## 7. **Confidentiality and Privacy**

- 7.1. **Privacy.** The Parties acknowledge that in providing Services, BAS may be exposed to protected health information, including electronic protected health information as defined under HIPAA. Confidentiality of Protected Health Information and Personally Identifiable Information under HIPAA shall be governed by the Business Associate Agreement executed in connection with this Agreement. Client acknowledges and agrees that some Client information that is uploaded, posted, or submitted by or on behalf of Client to MyEnroll<sup>360</sup>, such as summary plan descriptions, plan descriptions and other materials to be posted in a reference library in MyEnroll<sup>360</sup>, (excepting User IDs and Passwords and any information that may be used to identify Client or employees individually) shall not be considered Confidential Information of Client. Each User, through Client, hereby acknowledges and consents to use of cookies or similar technology in MyEnroll<sup>360</sup>.
- 7.2. **Treatment of Confidential Information.** In connection with the Services, each Party, (as the case may be, the "Recipient") has requested or may be requesting the other Party (as the case may be, the "Disclosing Party") to provide it with Confidential Information. Each Party agrees that it will keep and maintain all confidential information of the other Party in strict confidence, using such degree of care as is appropriate and reasonable to avoid unauthorized use or disclosure.
- 7.2.1. The Recipient acknowledges the competitive value and confidential and proprietary nature of the Confidential Information and the damage that could result to the Disclosing Party if any part of the Confidential Information is disclosed to any third party, or if the Recipient uses the Confidential Information to directly or indirectly compete with the Disclosing Party, or for any other reason. Therefore, Recipient agrees that it and its Representatives (as hereinafter defined) will not, directly or indirectly, use the Confidential Information in any way other than for the purpose of the provision of or receipt of Services and then only in strict accordance with the terms hereof. The Recipient further agrees to limit the disclosure of the Confidential Information to only those employees, independent consultants, officers, agents and advisors (collectively, "Representatives") necessary for purposes relating to the Services. Recipient agrees to advise such Representatives of the confidentiality obligations contained herein, and the Representatives must agree to maintain the confidentiality and privacy of all Confidential Information to the same extent that Recipient is required hereunder.



- 7.2.2. The Recipient shall be responsible for any breach of the Agreement by it or any Representative and shall indemnify and hold the Disclosing Party harmless from any such breach.
- 7.2.3. This Agreement shall not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required to be by law or valid order of a court or other governmental authority; provided, however, that the Receiving Party shall use reasonable efforts to give advance notice to the Disclosing Party of such compelled disclosure and to cooperate with the Disclosing Party in connection with any effort to prevent or limit the scope of such compelled disclosure and/or use of the Confidential Information.
- 7.2.4. No right of license to use the Confidential Information or other interest other than with respect to the performance of Services is granted through this Agreement.
- 7.2.5. The obligations of privacy and non-disclosure set forth herein shall not apply to: (a) information which at the time of disclosure to the Recipient is in the public domain; (b) information which after disclosure to the Recipient becomes generally available to the public by publication or otherwise through no fault of the Recipient or any of its Representatives; (c) information which the Recipient can show by written records or other reasonable evidence was in its possession prior to disclosure thereof and which was not acquired by the Recipient directly or indirectly from the Disclosing Party; or (d) information the Recipient is required by law to disclose, and then only to the extent necessary to comply with such requirement, provided the Recipient has received an unqualified opinion of its counsel that such disclosure must be made by the Recipient in order that it not commit a violation of law, and in which case Recipient shall provide Disclosing Party with prior written notice and a reasonable opportunity to seek a protective order or similar relief.
- 7.3. **Confidentiality Regarding AI.** The parties agree that this Agreement contains sensitive and proprietary information that is intended solely for human review and interpretation. The Agreement, including any associated documents, may not be subjected to automated analysis or processing through large language model artificial intelligence systems, including but not limited to machine learning algorithms, natural language processing, or any other automated means. Furthermore, the Agreement shall not be used in any manner that associates it with the name of BAS without prior written consent.
- 7.4. **Non-Solicitation.** Client agrees that during the Term, and for a period of eighteen (18) months thereafter, Client will not without the prior written consent of BAS, directly or indirectly: (a) solicit for employment or in any other fashion hire any of the employees of BAS; provided that a reciprocal restriction shall be binding on BAS with respect to employees of the Client; (b) use the name or marks of BAS or of any of its affiliates or any name or mark confusingly similar thereto; (c) solicit business from or perform services for any person or entity which at any time during the term of the Agreement was a client/customer of BAS if such business or services are of the same general character as those engaged in or performed by BAS for the Client; or (d) directly or indirectly induce or attempt to influence any employee, customer or business relation of BAS to terminate his contractual arrangement with BAS.
- 7.5. **Equitable Relief.** The Parties acknowledge that by reason, among others, of the uniqueness of their respective businesses, that the covenants set forth in this Section (the "Covenants") are reasonable and necessary for the protection of each Party's legitimate business interests. Each Party hereby acknowledges that irreparable harm will result to the other in the event of the breach of any of the applicable Covenants. In such event, the Parties agree that in addition to all other remedies or damages which may be available, the non-breaching Party shall be entitled to seek and obtain both temporary and permanent restraining orders, injunctions or similar equitable relief issued by a court to prevent the violation of any of the applicable Covenants



without any necessity to prove actual damages. This Section 6.06 shall survive the termination of this Agreement.

## **8. Limitation on Liability and Disclaimer**

**8.1. Indemnification by BAS.** If a third party makes a claim against Client that the Services directly or indirectly infringe any U.S. patent issued as of the Effective Date or any U.S. copyright or trademark registered as of as the Effective Date ("IP Claim"), BAS will defend and hold harmless Client against the IP Claim and pay any and all losses, costs, damages, liabilities, expenses and reasonable attorney and paralegal fees finally awarded on account of such IP Claim; provided that: (i) Client promptly notifies BAS in writing no later than thirty (30) days after Client's receipt of notification of a potential IP Claim; (ii) BAS may assume sole control of the defense of such IP Claim and all related settlement negotiations; and (iii) Client provides BAS, at BAS's request and expense, with the assistance, information and authority necessary to perform BAS's obligations under this Section 8.1.

8.1.1. Notwithstanding the foregoing, BAS shall have no liability for any IP Claim based on (a) the use of a superseded or altered release of MyEnroll<sup>360</sup>, if the infringement would have been avoided by the use of a current unaltered release, which BAS provided to Client, (b) the unauthorized modification of the Services, (c) the use of the Services other than in accordance with this Agreement, or (d) the use of the Services with any third party product other than the BAS Technology. BAS shall not settle any IP claim without the prior written consent of Client unless such settlement imposes no monetary or non-monetary obligation of any nature upon Client and said settlement includes a full and complete release of Client.

8.1.2. If, due to an IP Claim or the threat of an IP Claim, (i) the Services are held by a court of competent jurisdiction, or in BAS's reasonable judgment may be held to infringe by such a court, or (ii) Client receives a valid court order enjoining Client from using the Services, or in BAS's reasonable judgment Client may receive such an order, BAS shall in its reasonable judgment, and at its expense, (a) replace or modify the Services to be non-infringing; (b) obtain for Client a license to continue using the BAS Technology; or (c) if BAS cannot reasonably obtain the remedies in (a) or (b), terminate the Statement of Work for the infringing Services. This Section 8.1.2 states BAS's entire liability and Client's and Users' exclusive remedy for any claim of infringement. All claims for indemnification under this section must be brought by the party seeking indemnification within two (2) years from the date of accrual.

**8.2. Indemnification by Client.** Client shall defend, indemnify and hold harmless BAS and its officers, directors, employees and agents, from and against any and all losses, costs, claims, suits, obligations, demands, damages, liabilities, expenses and reasonable attorney and paralegal fees on account thereof resulting from or relating to (i) modification or combination with third party materials of MyEnroll<sup>360</sup> or the Services; (ii) losses or injuries, including death to persons or damage to property, theft, emotional distress, which arise out of or result from negligent or wrongful acts (or failure to act) of Client, Administrators, or Users of MyEnroll<sup>360</sup> or the Services; (iii) any claim, or threat of claim brought by Client's present or former employee, User, Administrator or dependent thereof against BAS relating to the Services; and (iv) any breach of this Agreement by Client or its Administrators or Users. This Section 8.2 shall survive termination of this Agreement. All claims for indemnification under this section must be brought by the party seeking indemnification within two (2) years from the date of accrual.

**8.3. Disclaimer of Regulatory and Fiduciary Duties.** Client and BAS agree that BAS shall have no discretionary authority or discretionary control with respect to any Plan, benefits or plan for benefits for which BAS provides Services. Client has engaged BAS to perform Services in an administrative, non-discretionary capacity. Client acknowledges that BAS neither insures nor

underwrites any liability of the Client under any Plan, benefits or plan of benefits. In addition, BAS does not guarantee the treatment of benefits under any Plan for federal income tax or for state or local income tax purposes. Client retains the ultimate responsibility for the payment of claims made under any Plan, benefits or plan of benefits and for all expenses incident thereto. Client hereby acknowledges and agrees that the Client also retains ultimate responsibility for operation of its Plans, to the extent applicable, in accordance with the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (if such plan is subject to ERISA), the Internal Revenue Code of 1986, as amended (the "Code"), the Patient Protection and Affordable Care Act ("PPACA") and all state, federal and governmental regulations and pronouncements thereunder. BAS shall have no obligation to ensure that any recommendations made or corrective measures suggested to Client to maintain compliance of any of the Plans with the Code and/or ERISA and/or any other law or regulation are actually implemented by Client. BAS shall have no liability in the event that any Plan and/or any employee and/or any dependent under any Plan is made subject to any penalty or excise tax under ERISA, the Code, PPACA or any applicable law on account of non-compliance with any applicable law.

- 8.3.1. Client represents and warrants to BAS that it is the Plan Administrator of its Plans within the meaning of ERISA (to the extent the Plan is subject to ERISA). Client represents and warrants to BAS that Client maintains all responsibility and obligations with respect to the Plan, and nothing contained herein shall in any way be construed so as to limit, assign or otherwise transfer such responsibilities and obligations, and that BAS is being retained solely to perform the Services to assist Client in the administration of its Plans, and such services are non-discretionary in nature.
- 8.3.2. It is agreed by the Parties that in undertaking its duties under this Agreement, BAS is not acting as a fiduciary, employee or agent of Client, but is acting solely in its capacity as an independent contractor with respect to the Client, Users and the Client's data.
- 8.3.3. BAS shall have no responsibility (i) to obtain or review for accuracy and compliance with applicable law the terms of any Plan description, summary Plan description, insurance contract, or other Plan document regarding such Plan, even if any one or more such documents is provided Client; (ii) to communicate directly or indirectly with any third party insuring, administering, or providing services with respect to any Plan, except as expressly set forth in the Statement of Work; (iii) to follow any instruction given by any such third party, or to respond to an inquiry made by any such party, except as expressly set forth in the Statement of Work.
- 8.4. **No Legal Advice.** Nothing contained, expressed, or implied in this Agreement, nor any Service performed by BAS or communication by BAS to Client in the process of performing Services, is intended as, or is to be construed or understood as, legal advice, guidance, or interpretation. No attorney-client relationship is established between BAS, and Client, User or any other person, by reason of or arising from this Agreement or under any circumstances whatsoever. Client acknowledges, and shall cause Users to acknowledge, that, to the extent any of them desires or needs legal advice, guidance, or interpretation, such person must secure appropriate legal counsel of its own choosing.
- 8.5. **Limitation of Damages.** IN NO EVENT SHALL BAS, OR ITS SUPPLIERS OR INDEPENDENT CONTRACTORS, AND THEIR AFFILIATES, OFFICERS, DIRECTORS, AGENTS AND REPRESENTATIVES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE INCURRED BY CLIENT, ITS EMPLOYEES, USERS, OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF CLIENT, ITS SUPPLIERS OR INDEPENDENT CONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **THE EXCLUSIVE REMEDY OF CLIENT FOR ANY**

DEFAULT IN, OR FAILURE TO PERFORM, SERVICES INCLUDING ANY ERRORS IN HANDLING OR PROCESSING CLIENT'S DATA SHALL BE REPERFORMANCE BY BAS OF THE AFFECTED SERVICES, OR, IN THE EVENT SUCH REPERFORMANCE IS NOT FEASIBLE IN THE OPINION OF BAS, REFUND OF THE UNAMORTIZED PORTION OF THE FEES ATTRIBUTABLE TO THE AFFECTED TRANSACTION OR SERVICE FOR THE MONTH IN WHICH THE FAILURE TO PERFORM OCCURS. CLIENT AND BAS EACH ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY AND ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT ARE BOTH FAIR AND REASONABLE AND CONSTITUTE THE BASIS OF THE BARGAIN WITH RESPECT TO THIS AGREEMENT. EXCEPT FOR (i) BAS'S OBLIGATION TO INDEMNIFY CLIENT FOR CLAIMS ASSERTED BY THIRD PARTIES PURSUANT TO SECTION 8.1 HEREOF, OR (ii) LIABILITY ARISING FROM RECKLESSNESS OR WILLFUL MISCONDUCT, THE AGGREGATE AND CUMULATIVE LIABILITY OF BAS, ITS SUPPLIERS AND INDEPENDENT CONTRACTORS FOR DAMAGES RELATING TO OR ARISING FROM THIS AGREEMENT OR THE SERVICES OR MYENROLL<sup>360</sup>, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PORTION OF THE FEES PAID BY CLIENT TO BAS UNDER THIS AGREEMENT FOR THE AFFECTED SERVICE FOR THE MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURS.

**9. Miscellaneous**

- 9.1. **BAS Use of Name.** Client hereby acknowledges and agrees that BAS shall have the right to use the name of Client: (i) for reference as a client of BAS services; and (ii) in connection with BAS's reporting requirements to federal, state and local government authorities.
- 9.2. **Scheduled Performance.** In the event that a BAS service is scheduled, or is required, to occur on (a) a holiday as listed at <https://www.basusa.com/contact-us> or (b) when BAS' offices are closed or partially closed due to events beyond its control (e.g., weather related events), then such service will be performed no later than the next regular business day (Monday – Friday, 8:30 AM – 5:00 PM Eastern Time). BAS will not be required to notify Client or its designees of such service changes.
- 9.3. **Audit.** BAS shall cooperate with the reasonable requests of Client's external auditors in connection with the preparation of Client's annual audit report. Such cooperation shall consist of providing information about BAS' processes and controls to the extent such information is in the possession of BAS, in a readily available format, is not confidential, is determined applicable and able to be disclosed by BAS under Applicable Law and other obligation to which BAS is bound, and directly relates to Client. Client shall and shall cause its external auditors to keep all information discovered as a result of any audit confidential. Onsite audit support shall be limited to one (1) visit each calendar year that shall not last more than two (2) days, at a mutually convenient time during normal business hours with at least ten (10) business days advance written notice to BAS. Client shall reimburse BAS on a time and materials basis, as set forth in the Statement of Work. If no such fees are identified in the Statement of Work, BAS fees for audit support services are as follows: Onsite Audit Support (at BAS Offices)- \$3,500, plus hourly rate for staff. Offsite Audit Support (via telephone, email, Webex correspondence)- \$1,500, plus hourly rates for staff. Misc. Audit Charges- Research, \$150 per hour; Offsite storage retrieval, \$150 per box. BAS' fees for onsite audit support and offsite audit support services shall be subject to an automatic annual increase of 1.75% each January 1. Client shall also be responsible for its own costs and the reasonable and documented, actual and direct costs of BAS in responding to or conducting any audit and review hereunder. At Client's request, and within 30-days, BAS shall provide an estimate of cost based on scope of audit and estimated timeframe for audit of identified Services.

- 9.4. **Assignment.** BAS may assign this Agreement upon notice to Client. All assignments of rights under this Agreement by Client without the prior written consent of BAS shall be void.
- 9.5. **Relationship of Parties.** Nothing herein shall be construed as creating a partnership relationship, employment relationship or agency relationship between or among the parties.
- 9.6. **Entire Agreement.** This Agreement, together with any Statements of Work, schedules, appendices, and other attachments thereto, shall constitute the entire agreement between Client and BAS with respect to the matters referred to herein and therein and shall supersede all proposals, oral and written, agreements, and all other communications between the parties in relation to the subject matter hereof of thereof.
- 9.7. **Severability.** If a provision of this Agreement or a portion thereof is rendered invalid, void, unlawful, or unenforceable, the remaining provisions or portions thereof shall remain in full force and effect.
- 9.8. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to any rules of conflict or choice of laws which require the application of laws of another jurisdiction.
- 9.9. **Dispute Resolution/Venue.** In the event of a dispute between Client and BAS, each Party will negotiate in good faith to attempt to resolve such dispute. If such dispute cannot be amicably resolved, each Party hereto irrevocably and unconditionally: (i) agrees that any suit, action or other legal proceeding arising out of this agreement may be brought in any court in the geographic area covered by the Eastern District of Pennsylvania; (ii) consents to the jurisdiction of any such court in any such suit, action or proceeding; and (iii) waives any objection which such Party may have to the laying of venue of any such suit, action or proceeding in any such court.
- 9.10. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer on any person (including any User, employee or independent contractor of Client), other than BAS, Client and their successors or permitted assigns, any rights (including third party beneficiary rights), remedies, obligations or liabilities under or by reason of this Agreement.
- 9.11. **Force Majeure.** BAS shall not be liable for any failure to perform its obligations under this Agreement or any failure of MyEnroll<sup>360</sup> because of circumstances beyond the control of BAS, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of governments, laws, court orders, transportation delays, power failure, computer failure, failure of Client computer system, BAS System reasonable downtime for routine maintenance, network problems, Internet Service Provider disruption, telecommunications failure, failure of Users to cooperate with the reasonable requests of BAS, misuse of MyEnroll<sup>360</sup> by Users or a third party or Users' breach of their obligations.



This Agreement is entered into as of the Effective Date set forth above. The signatures below confirm the acceptance of this Agreement and all Schedules hereto. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signature, electronic signature or online acceptance.

**Benefit Allocation Systems, LLC**

By: \_\_\_\_\_

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

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

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

**Glassboro Board of Education**

By: 

Print Name: Michael Sloan

Title: Business Administrator

Date: 11/21/2025

**SCHEDULES:**

Schedule A- Proposal for Services

Schedule B- Statement of Work

Schedule C- HIPAA Business Associate Agreement

Schedule D- Required State Law Provisions

Schedule E- Broker Provisions





## **SCHEDULE A**

### **PROPOSAL FOR SERVICES**

The attached Proposal, which was accepted by Client as part of the quoting process, is incorporated into the Services Agreement. Changes in Services due to Client's request or BAS' implementation discovery may result in changes to the quoted Services and Fees.

Monthly recurring fees per employee are for illustration purposes, only, and will be finalized based on actual counts identified during implementation and monthly thereafter. Such fee changes based on actual numbers are not subject to prior approval by Client. Refer to the Statement of Work for final details.



## SCHEDULE B

### STATEMENT OF WORK

## SCHEDULE B

### STATEMENT OF WORK AND FEES

This Statement of Work ("SOW") describes the Services requested by Client and provided by BAS along with pricing and payment terms. This SOW may be modified by future Service Orders and each will be incorporated into this SOW. Exact terms of Services will be refined during Implementation.

Account Basics		Account Pays	Broker Pays
		Select Only One 'Yes' From Either Column. <u>Only one payor per services is permitted.</u>	
COBRA Administration Options			
Initial Setup and Annual Renewal - COBRA	\$125.00	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
General Initial Rights Notice (CIN)	Per Notice:\$8.00	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Qualifying Event Letter (QEL)	Per Notice:\$34.00	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Convert Current Continuant to BAS Billing	Per Letter: \$10.50	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Annual Open Enrollment Notices (including plan docs) <sup>1</sup>	Per Continuant: \$20	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Annual Generic Open Enrollment Notices (no plan docs) <sup>2</sup>	Per Continuant: \$15	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Annual Rate Change Notification & Billing Coupons	Included		
Regeneration of COBRA Qualifying Event Letter	Per Letter: * Fee depends on if letter was mailed or not mailed	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Manual/Individualized Letter <sup>3</sup>	Per Letter: \$75.00	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Voluntary COBRA Termination Letter	Included		
Non-Payment of Premium COBRA Termination Letter	Included		
End of COBRA Election Period-No Election Received Letter	Included		
End of COBRA Duration Letter & Certificate of Coverage	Included		
Bi-Weekly Cobra Control Reporting	Included		
Monthly Check Remittance	Included		
Notification of insufficient premium payment	Included		
Admin Fee Paid by COBRA Continuant	2.00% (5.00% for PA Mini COBRA)	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

<sup>1</sup> Client to provide documentation to be sent in OE package.

<sup>2</sup> Generic election form. No specific plan information included.

<sup>3</sup> \$75 minimum charge. Price may increase upon scope of service.



Insurer forms inclusion - Optional	Initial Setup: \$150.00 Per qualifying event letter: \$10.00	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Call Center Support at Toll-Free number 8:30 am – 5:00 pm ET, except Federal Holidays	Included		
<b>Flexible Spending Account/Reimbursement Account Administration Options</b>			
FSA/HRA Account Setup	\$575.00	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
FSA/HRA Annual Renewal	\$475.00	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Ongoing Administration- Healthcare and/or Dependent Care FSA/HRA  *Includes Debit Card for Healthcare FSA	\$5.75 per participant  (\$100 minimum per month)	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Setup minimum and maximum election levels at direction of Client	Included		
Collect employee data and upload	Included		
Automated calculation of per pay contributions to medical and dependent day care FSAs based on election	Included		
Automated calculation of year-to-date contributions to medical & dependent day care FSAs	Included		
Employee and Client 24/7 account access to MyEnroll.com for claims submission and account balance/claims history	Included		
Daily Claims Processing	Included		
Weekly Claim Reimbursements (Check or Direct Deposit)	Included		
Explanation of Benefits for approved and denied claims	Included		
Claim Appeal and Cure Communication <sup>4</sup>	Included		
Online claims submission option	Included		
Client accessible online reports available in MyEnroll.com	Included		
Automated quarterly account balance email reminders <sup>5</sup>	Included		
Email to participant upon claim processing <sup>6</sup>	Included		
Email to participant upon denied claim <sup>7</sup>	Included		

<sup>4</sup> Appeals outside of standard IRS rules directed to Client for determination.

<sup>5</sup> For participants with verified email address in MyEnroll.com.

<sup>6</sup> For participants with verified email address in MyEnroll.com.

<sup>7</sup> For participants with verified email address in MyEnroll.com.



Optional two and one-half months "grace period"	Included		
Optional \$500 carryover allowance	Included		
Post-plan year claims run out	Included		
Debit Card Claim Substantiation Request Letters and Processing	Included, if Debit Card Selected		
Debit Card Claim Substantiation Annual Report Summary	Included, if Debit Card Selected		
Call Center Support at Toll-Free number 8:30 am – 5:00 pm ET, except Federal Holidays	Included		
FSA Plan Document Preparation	\$550 minimum, price dependent on scope of services. Quote Required	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Sec 125 Discrimination Testing - FSAs plans Only	Annually: \$750 minimum, price dependent on scope of services. Quote Required	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<b>Service Options</b>			
Open Enrollment Presenters (As scheduling permits, availability not guaranteed)	\$125/Hour with a 3 Hr Min.+ Travel	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Post Termination Customized Data File/Reports	\$1,200 data preparation fee. Request considered within 90 days of termination, only.	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Audit Support <sup>8</sup>	Onsite Audit Support (at BAS Offices)- \$3,500, plus hourly rate for staff. Offsite Audit Support (via telephone, email, Webex)- \$1,500, plus hourly rates for staff. Misc. Audit Charges- Research, \$150 per hour; Offsite storage retrieval, \$150 per box	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

<sup>8</sup> BAS shall cooperate with the reasonable requests of Client's external auditors in connection with the preparation of Client's annual audit report, if applicable. Such cooperation shall consist of providing information about BAS' processes and controls to the extent such information is in the possession of BAS, in a readily available format, is not confidential, is determined applicable and able to be disclosed by BAS, and directly relates to Client. Fees subject to automatic annual increase of 1.75% each January 1. Onsite audit support shall be limited to one (1) visit each calendar year that shall not last more than two (2) days, at a mutually convenient time during normal business hours with at least ten (10) business days advance written notice to BAS.



## SCHEDULE B

### HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is incorporated into the Administrative Services Agreement (the "Services Agreement") between the parties and governs any and all group health plans maintained by Client to which BAS provides services.

#### Article I: Definitions

(a) Business Associate. "Business Associate" shall have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to this Agreement, shall mean BAS, to the extent BAS provides services for the Covered Entity and BAS is a business associate under the HIPAA Rules.

(b) Covered Entity. "Covered Entity" shall have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to this Agreement, shall mean Client, to the extent Client acts on behalf of its group health plan(s) to which BAS provides services (individually, a "Plan" and collectively, the "Plans"). The parties understand and agree that the Plans may act through members of the Client's and its affiliates' workforce.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Except as otherwise specified, capitalized terms not defined in this Agreement shall have the same meaning as in the HIPAA Rules.

#### Article II: Obligations and Activities of Business Associate

Section 2.01. Business Associate will not use or disclose Protected Health Information ("PHI") except as permitted or required by this Agreement or as required by law.

Section 2.02. Business Associate will use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent unauthorized use or disclosure.

Section 2.03. Business Associate will report to Covered Entity any unauthorized use or disclosure of PHI, including any Breach of Unsecured PHI as required at 45 CFR 164.410, and any material Security Incident. Unsuccessful attempts to access systems (e.g., routine "pings" or failed logins) will not be considered a Security Incident and do not have to be reported. Covered Entity shall be responsible for making, and bearing the cost of, any required breach notifications to Individuals, the HHS Office for Civil Rights, and the media.

Section 2.04. Business Associate will mitigate, to the extent practicable, any harmful effect of a violation of this Agreement by Business Associate or its subcontractors.

Section 2.05. Business Associate will ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to restrictions and safeguards no less stringent than those in this Agreement.



Section 2.06. With respect to Individuals covered under the Plans, Business Associate will make available PHI it maintains in a Designated Record Set, accommodate amendments, and maintain records necessary to satisfy Covered Entity's obligations under 45 CFR 164.524, 164.526, and 164.528.

Section 2.07. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements applicable to Covered Entity.

Section 2.08. Business Associate will make its internal practices, books, and records available to the Secretary of HHS as required to determine compliance.

### **Article III: Permitted Uses and Disclosures by Business Associate**

Section 3.01. Business Associate may use or disclose PHI as necessary to perform services under the Services Agreement.

Section 3.02. Business Associate may use or disclose PHI as required by law.

Section 3.03. Business Associate will apply the minimum necessary standard to all uses, disclosures, and requests.

Section 3.04. Business Associate may: (a) Use PHI for proper management and administration or to carry out its legal responsibilities; and (b) Provide data aggregation services related to the health care operations of Covered Entity.

### **Article IV: Obligations of Covered Entity**

Section 4.01. Covered Entity shall notify Business Associate of any limitation in its Notice of Privacy Practices that may affect Business Associate's use or disclosure of PHI.

Section 4.02. Covered Entity shall notify Business Associate of any changes in or revocation of an Individual's permission to use or disclose PHI, to the extent such changes affect Business Associate's use or disclosure.

Section 4.03. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522.

Section 4.04. Business Associate may require requests from Covered Entity regarding use or disclosure of PHI to be made in writing by an authorized representative.

### **Article V: Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

### **Article VI: Term and Termination**

Section 6.01. This Business Associate Agreement shall be effective as of the Date of the Services Agreement and shall terminate as of the termination of the Services Agreement.

Section 6.02. Upon termination of this Agreement, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- a) Retain that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- b) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
- c) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Article III which applied prior to termination; and
- d) Return to Covered Entity or, if agreed to by Covered Entity, destroy, the Protected Health Information retained by Business Associate that Business Associate determines, in its sole discretion, can be reasonably returned and is not needed for its proper management and administration or data retention policies, or to carry out its legal responsibilities, or for other business reasons. Business Associate may retain records in its proprietary technology system but will continue to extend privacy and security protections to such information.

Section 6.03. The obligations of Business Associate with respect to retained PHI shall survive the termination of this Agreement.

#### **Article VII: Miscellaneous**

Section 7.01. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

Section 7.02. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other Applicable Law.

Section 7.03. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Section 7.04. With respect to all functions that Business Associate performs on behalf of Covered Entity that involve Protected Health Information, the parties shall have no relationship other than that of independent contractors.

## **SCHEDULE D**

### **REQUIRED STATE LAW PROVISIONS**

The provisions of this Schedule apply to Clients in the States identified when BAS is acting as a third party administrator under the applicable State's insurance laws. If BAS is acting in such capacity, the provisions below are required to be included in Administrative Services Agreements under applicable State insurance law. The provisions may or may not apply to the relationship between BAS and Client if BAS is providing services to Client that are not third party administrator services. BAS does not insure benefits, underwrite benefits, or adjust, pay or settle claims.

#### **Florida-**

If BAS is providing third party administrative services, the written agreement with the insurer shall contain a provision with respect to the underwriting or other standards pertaining to business underwritten by the insurer. Such written agreement shall be retained as part of the official records of BAS and the insurer for the duration of the agreement and for 5 years thereafter.

If the insurer on behalf of whom BAS is providing third party administrative services issues a policy to a trustee or trustees, a copy of the trust agreement and any amendments to that agreement shall be furnished to the insurer by BAS and shall be retained as part of BAS' official records and the insurer's official records for the duration of the policy and for 5 years thereafter.

If BAS is providing third party administrative services payment to BAS of any premiums or charges for insurance by or on behalf of the insured shall be deemed to have been received by the insurer and return premiums or claim payments forwarded by the insurer to BAS shall not be deemed to have been paid to the insured or claimant until such payments are received by the insured or claimant. Nothing in this part limits any right of the insurer against BAS resulting from the failure of BAS to make payments to the insurer, insureds, or claimants, if applicable.

All insurance charges or premiums collected by BAS on behalf of or for an insurer or insurers, and return premiums received from such insurer or insurers, shall be held by BAS in a fiduciary capacity. Such funds shall be immediately remitted to the person or persons entitled to them or shall be deposited promptly in a fiduciary account established and maintained by BAS in a financial institution. If charges or premiums deposited in a fiduciary account have been collected on behalf of or for more than one insurer, BAS shall keep records clearly recording the deposits in and withdrawals from such account on behalf of or for each insurer. BAS shall, upon request of an insurer, furnish such insurer with copies of records pertaining to deposits and withdrawals on behalf of or for such insurer. BAS may not pay any claim by withdrawals from a fiduciary account. Withdrawals from such account shall be made as provided in the written agreement between the administrator and the insurer for any of the following:

- Remittance to an insurer entitled to such remittance.
- Deposit in an account maintained in the name of such insurer.
- Transfer to and deposit in a claims-paying account, with claims to be paid as provided by such insurer.
- Payment to a group policyholder for remittance to the insurer entitled to such remittance.
- Payment to the administrator of the commission, fees, or charges of the administrator.
- Remittance of return premium to the person or persons entitled to such return premium.



All claims paid by BAS from funds collected on behalf of an insurer shall be paid only on drafts of, and as authorized by, such insurer.

BAS shall maintain in such BAS' principal office for the duration of the written agreement with an insurer and for 5 years thereafter adequate books and records of all transactions among BAS, insurers, and insured persons. Such books and records shall be maintained in accordance with prudent standards of insurance recordkeeping.

BAS shall provide the Florida Department of Insurance access to books and records maintained by BAS for the purpose of examination, audit, and inspection. Information contained in such books and records is confidential and exempt from disclosure if the disclosure of such information would reveal a trade secret as defined in Florida Statute 688.002. However, the Florida Department of Insurance may use such information in any proceeding instituted against BAS.

The insurer for whom BAS provides services retains the right of continuing access to books and records maintained by BAS sufficient to permit the insurer to fulfill all of its contractual obligations to insured persons, subject to any restrictions in the written agreement between the insurer and the administrator on the proprietary rights of the parties in such books and records.

If BAS' services are utilized as an administrator, BAS shall, if required by the insurer, provide a written notice approved by the insurer to insured individuals advising them of the identity of, and relationship among, BAS, the policyholder, and the insurer.

If BAS collects funds, BAS shall identify and state separately, in writing, to the person paying to BAS any charge or premium for coverage, the amount of any such charge or premium specified by the insurer for such coverage.

Any policies, certificates, booklets, termination notices, or other written communications delivered by the insurer to BAS for delivery to its policyholders shall be delivered by the administrator promptly after receipt of instructions from the insurer to deliver them.

BAS will use only such advertising pertaining to the business underwritten by an insurer as has been approved in writing by such insurer in advance of its use.

Compensation to BAS for any policies in which BAS adjusts or settles claims shall in no way be contingent on claims experience. This section does not prevent the compensation of BAS from being based on premiums or charges collected or the number of claims paid or processed.

#### **Indiana-**

If applicable and required by law, the Indiana Commissioner of Insurance may be entitled to inspect books and records of BAS to the extent it relates to church or governmental plan clients in Indiana and to the extent required under Indiana law. Where required by Indiana law, funds collected by BAS with respect to church and/or governmental plans shall be deposited in a fiduciary account, which shall be established and maintained by BAS in a federally insured or state insured financial institution before being remitted to Client. Both BAS and Client will retain a copy of this Agreement for the period of time required under Indiana insurance law, to the extent the law applies to BAS and/or Client.

#### **Kentucky-**

1. Payments to administrator. When an insurer utilizes the services of an administrator under the terms of a written contract as required under Kentucky law, the payment to the administrator of any premiums or

charges for insurance by or on behalf of the insured shall be deemed to have been received by the insurer. However, in the payment of return premiums or claims by the insurer to the administrator, payment shall not be deemed payment to the insured until such payments are received by the insured. Nothing herein shall limit the right of the insurer against the administrator resulting from the administrator's failure to make payments to the insurer or any insured.

2. Books and records maintained by administrator -- Access by commissioner. Every administrator shall maintain at its administrative office, for the duration of the written agreement between insurer and administrator and at least five (5) years thereafter, adequate books and records of all transactions between it, insurers, and insureds. Such books and records shall be maintained in accordance with prudent standards of insurance industry recordkeeping. The commissioner shall have access to such books and records for the purpose of examination, audit, and inspection. Any trade secrets contained therein, including but not limited to the identity and addresses of insureds, shall be confidential except the commissioner may use such information in any proceedings instituted against the administrator. An insurer shall retain the right to continuing access to such books and records of the administrator sufficient to permit the insurer to fulfill all of its contractual obligations to insureds subject to any restrictions in the written agreement between the insurer and administrator on the proprietary rights of the parties in such books and records. Any examination or any part of the examination of any administrator shall be made by the commissioner or by examiners designated by the commissioner and shall be at the expense of the administrator.

3. Administrator's use of advertising. An administrator may use only such advertising pertaining to its business underwritten by an insurer as has been approved by such insurer in advance of its use.

4. Fiduciary accounts. All charges or premiums collected by an administrator on behalf of or for an insurer and return premiums or charges received from such insurer shall be held by the administrator in a fiduciary capacity. Such funds shall be immediately remitted to the person or persons entitled thereto or shall be deposited promptly in a fiduciary bank account established and maintained by the administrator. If charges or premiums so deposited have been collected on behalf of or for more than one (1) insurer, the administrator shall cause the bank in which such fiduciary account is maintained to keep records clearly recording the deposits and withdrawals from such account on behalf of or for each insurer. The administrator shall promptly obtain and keep copies of all such records and, upon request of an insurer, shall furnish such insurer with copies of such records pertaining to deposits and withdrawals on behalf of or for such insurer. The administrator shall not pay any claim by withdrawals from such fiduciary account. Withdrawals from such fiduciary account shall be made, as provided in the written agreement between the administrator and the insurer, for: (1) Remittance to an insurer entitled thereto; (2) Deposit in an account maintained in the name of such insurer; (3) Transfer to and deposit in a claims paying account with claims to be paid as provided under Kentucky law; (4) Payment to a group policyholder for remittance to the insurer entitled thereto; (5) Payment to the administrator of its commission, fees, or charges; or (6) Remittance of return premium or charges to any person entitled thereto.

5. Claims paid on behalf of insurer -- Compensation of administrator. (1) All claims paid by the administrator from funds collected on behalf of the insurer shall be paid only on drafts of and as authorized by such insurer. (2) With respect to any contracts where an administrator adjusts or settles claims, the compensation to the administrator with regard to such policies shall in no way be contingent on claim experience. This subsection shall not prevent the compensation of an administrator from being based on premiums or charges collected or number of claims paid or processed.

6. Written notice to insureds when administrator's services utilized. Where the services of an administrator are utilized, the administrator shall provide a written notice approved by the insurer to insureds advising them of the identity of and the relationship among the administrator, the group contract holder, and the



insurer. Where an administrator collects funds, it must identify and state separately in writing to the person paying to the administrator any charge or premium for coverage the amount of any such charge or premium specified by the insurer for such coverage.

#### **Michigan-**

Client shall provide written notice to each individual covered under a Plan for which BAS provides Services identifying: (1) what benefits are being provided under the Plan; (2) changes in benefits under the Plan; (3) if the Plan is not insured (or partially insured) that the individuals covered under the Plan are not insured (or are partially insured); (4) if the Plan is insured, that individuals are not insured by BAS; (5) if the Plan is not insured, that in the event that the Plan or Client does not ultimately pay expenses that are eligible for payment for any reason, the individual may be liable for those expenses; (6) that BAS merely processes claims and does not guarantee that any expense of any individual covered by a Plan will be paid; (7) that complete and proper claims for benefits made by individuals covered under a Plan will be promptly processed, but in the event there are delays in processing, the individuals covered under a Plan shall have no greater rights to interest or other remedies against BAS than as otherwise afforded them by law.

#### **Montana-**

1. Maintenance of information. For the duration of the agreement and for 5 years thereafter, each administrator shall maintain at its principal administrative office adequate books and records of all transactions between the administrator, insurers, and insured persons. These books and records must be maintained in accordance with prudent standards of insurance recordkeeping. The commissioner shall have access to these books and records for examination, audit, or inspection. Any trade secrets contained in the books and records, including but not limited to the identity and addresses of policyholders and certificate holders, are confidential, except that the commissioner may use the information in any proceedings instituted against the administrator. The insurer retains the right to continuing access to those books and records of the administrator sufficient to permit the insurer to fulfill all of its contractual obligations to insured persons, subject to any restrictions in the written agreement between the insurer and the administrator.

2. Approval of advertising. An administrator may use only such advertising pertaining to the business underwritten by an insurer as is approved by the insurer in advance of its use.

3. Collection of charges and premiums. (1) All insurance charges or premiums collected by an administrator on behalf of or for an insurer and return premiums received from the insurer are held by the administrator in a fiduciary capacity. These funds must be immediately remitted to the person entitled to them or must be deposited promptly in a fiduciary bank account established and maintained by the administrator. If deposited charges or premiums were collected on behalf of or for more than one insurer, the administrator shall require the bank in which the fiduciary account is maintained to keep records clearly recording the deposits in and withdrawals from the account on behalf of or for each insurer. The administrator shall promptly obtain and keep copies of all these records and, upon request of an insurer, shall furnish the insurer with copies of the records pertaining to deposits and withdrawals on behalf of or for the insurer. (2) The administrator may not pay a claim by withdrawals from the fiduciary account. Withdrawals from the fiduciary account must be made, as provided in the written agreement between the administrator and the insurer, for: (a) remittance to an insurer entitled to the remittance; (b) deposit in an account maintained in the name of the insurer; (c) transfer to and deposit in a claims paying account, with claims to be paid; (d) payment to a group policyholder for remittance to the insurer entitled to the payment; (e) payment to the administrator of its commission, fees, or charges; or (f) remittance of return premiums to the person entitled to the premium.

4. Treatment of payments. Whenever an insurer utilizes the services of an administrator under the terms of a written contract, the payment to the administrator of any premiums or charges for insurance by or on behalf of the insured is considered to be received by the insurer and the payment of return premiums or claims by the insurer to the administrator is not considered payment to the insured or claimant until the payments are received by the insured or claimant. This section does not limit any right of the insurer against the administrator resulting from the administrator's failure to make payments to the insurer, insureds, or claimants.

5. Payment of claims. All claims paid by the administrator from funds collected on behalf of the insurer shall be paid only on drafts of and as authorized by such insurer.

6. Delivery of documents. Any policies, certificates, booklets, termination notices, or other written communications delivered by the insurer to the administrator for delivery to its policyholders shall be delivered by the administrator promptly after receipt of instructions from the insurer to do so.

7. Claim adjustment and settlement. With respect to any policies where an administrator adjusts or settles claims, the compensation to the administrator with regard to the policies shall in no way be contingent on claim experience. This section does not prevent the compensation of an administrator from being based on premiums or charges collected or number of claims paid or processed.

#### **Tennessee-**

1. Payments handle by administrator. Whenever an insurer utilizes the services of an administrator under the terms of a written contract, the payment to the administrator of any premiums or charges for insurance by or on behalf of the insured shall be deemed to have been received by the insurer, and the payment of return premiums or claims by the insurer to the administrator shall not be deemed payment to the insured or claimant until such payments are received by the insured or claimant. Nothing herein shall limit any right of the insurer against the administrator resulting from its failure to make payments to the insurer, insured or claimants.

2. Recordkeeping requirements. (a) Every administrator shall maintain at its principal administrative office, for the duration of the written agreement and five years thereafter, adequate books and records of all transactions between it, insurers and insured persons. Such books and records shall be maintained in accordance with prudent standards of insurance record keeping. The commissioner shall have access to such books and records for the purpose of examination, audit and inspection. (b) Any trade secrets contained therein, including, but not limited to, the identity and addresses of policyholders and certificate holders, shall be confidential, except the commissioner may use such information in any proceedings instituted against the administrator. (c) The insurer shall retain the right to continuing access to such books and records of the administrator sufficient to permit the insurer to fulfill all of its contractual obligations to insured persons, subject to any restrictions in the written agreement between the insurer and administrator concerning the proprietary rights of the parties in such books and records. (d) The commissioner shall collect the proper charges incurred in such examination.

3. Advertising. An administrator may use only such advertising pertaining to the business underwritten by an insurer as has been approved by such insurer in advance of its use.

4. Administrator's duties as fiduciary. All insurance charges or premiums collected by an administrator on behalf of or for an insurer or insurers, and return premiums received from such insurer or insurers, shall be held by the administrator in a fiduciary capacity. Such funds shall be immediately remitted to the person or persons entitled thereto or shall be deposited promptly in a fiduciary bank account established and maintained by the administrator. If charges or premiums so deposited have been collected on behalf of or for more than

one insurer, the administrator shall cause the bank in which such fiduciary account is maintained to keep records clearly recording the deposits in and withdrawal from such account on behalf of or for each insurer. The administrator shall promptly obtain and keep copies of all such records and, upon request of an insurer, shall furnish such insurer with copies of such records pertaining to deposits and withdrawals on behalf of or for such insurer. The administrator shall not pay any claim by withdrawals from such fiduciary account. Withdrawals from such account shall be made, as provided in the written agreement between the administrator and the insurer, for (a) remittance to an insurer entitled thereto; (b) deposit in an account maintained in the name of such insurer; (c) transfer to and deposit in a claims paying account, with claims to be paid; (d) payment to a group policyholder for remittance to the insured entitled thereto; (e) payment to the administrator of its commission, fees or charges; or (f) remittance of return premiums to the person or persons entitled thereto.

5. Payment of claims. All claims paid by the administrator from funds collected on behalf of the insurer shall be paid only on drafts, checks or electronic transfers of and as authorizes by such insurer.

6. Administrator's compensation not contingent on claim experience. With respect to any policies where an administrator adjusts or settles claims, the compensation to the administrator with regard to such policies shall in no way be contingent on claim experience. This shall not prevent the compensation of an administrator from being based on premiums or charges collected or number of claims paid or processed.

7. Notice to insured persons. Notice to persons purchasing coverage. Where the services of an administrator are utilized, the administrator shall provide a written notice approved by the insurer, to insured individuals, advising them of the identity of and relationship among the administrator, the policyholder and the insurer. Where an administrator collects funds, it must identify and state separately in writing to the person paying to the administer any charge or premium for insurance coverage the amount of any such charge or premium specified by the insurer for such insurance coverage.



## SCHEDULE E

### BROKER AUTHORIZATION AGREEMENT

This Broker Authorization Agreement ("Authorization") is made among Glassboro Board of Education ("Client"), Allen Associates ("Broker") and Benefit Allocation Systems, LLC ("BAS"). Client and BAS have entered into a Services Agreement (the "Agreement") on or prior to the date hereof. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Agreement.

#### Appointment.

Client hereby appoints Broker as its agent duly authorized to administer the use of MyEnroll<sup>360</sup> and authorizes Broker to communicate with BAS, perform the obligations of Client, access MyEnroll<sup>360</sup> and receive the Administrative Services on Client's behalf pursuant to the terms of the Agreement ("Broker Services"). Broker hereby accepts such appointment and agrees to perform the Broker Services diligently and in the Client's best interest. Without limiting Broker's responsibilities, each of the parties hereto agrees that Broker's appointment to perform the Broker Services shall in not relieve Client of any of its obligations under the Agreement and the responsibility for performing Client's obligations under the Agreement shall be joint and several with the Broker.

If designated below, Broker agrees to make payment for the Services and Administrative Fees in accordance with the terms of the Agreement to the extent set forth as payable by Broker pursuant to one or more Statements of Work.

☐ **Yes, Broker agrees to pay fees**

Client understands that if Broker does not make payment as set forth in this Agreement, Client shall remain fully liable for all fees and expenses due to BAS.

#### Confidentiality.

Broker acknowledges that Client and BAS have a confidential relationship with respect to the Client Materials and Confidential Information ("MyEnroll<sup>360</sup> Confidential Data"), including information concerning Client's personnel which may be protected pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended, regulations promulgated thereunder by the U.S. Department of Health and Human Services, and other federal, state and local privacy and security laws and regulations. Broker agrees not to disclose or otherwise make known to any party, or issue or release for publication any articles or advertising or publicity matter relating to this Agreement and further agrees that it will not disclose any of the MyEnroll<sup>360</sup> Confidential Data to any third party, except as expressly permitted in the Agreement. Broker agrees that any employee or subcontractor who is permitted to access MyEnroll<sup>360</sup> Confidential Data shall be allowed such access only (i) if such person is acting as plan administrator of the plans maintained by Client and serviced by BAS, (ii) if such person is acting providing administrative services for Client's plans, and (iii) on a need-to-know basis. If required by BAS, Broker agrees that any third party with access to information will execute and deliver to BAS a Plan Administrator Acknowledgment, pursuant to which such plan administrator is bound to act in accordance with the obligations of non-disclosure and non-use imposed hereby and thereby. Notwithstanding the foregoing, Broker may disclose MyEnroll<sup>360</sup> Confidential Data to the extent it is required to be disclosed pursuant to a judicial or court order, provided the BAS and Client shall be given prior notice and a reasonable opportunity to object to such disclosure.



Covenants.

The parties hereto agree to be legally bound by the terms and conditions set forth in the Agreement, including all Statements of Work, schedules, appendices, other attachments and any properly authorized modifications or amendments thereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have entered into this Authorization as of the date first set forth above.

BENEFIT ALLOCATION SYSTEMS,  
LLC:

BROKER: Allen Associates

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

By signing below, Client hereby authorizes Broker to administer the use of MyEnroll<sup>360</sup> and authorizes Broker to communicate with BAS, perform the obligations of Client, access MyEnroll<sup>360</sup> and receive the Administrative Services on Client's behalf pursuant to the Agreement.

CLIENT: Glassboro Board of Education

By: 

Print Name: Michael Sloan

Title: Business Administrator

Date: 11/21/2025





Office use only:

Account Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

## COVERAGE RATE SETUP SPECIFICATION FORM

### Instructions

Complete a "Policy #\_\_\_\_\_" table for each COBRA/HIPAA Eligible Benefit Plan. **You may make photocopies of this page to setup additional benefit plans.** Sign each page and return to COBRA Control Services, LLC

Policy/Group#: 70214	Please Provide the State in which this policy was written _____ Self Insured Plan OR Fully Insured Plan (circle one)				
Benefit Plan Type (i.e. Medical, Dental, Vision etc)	Benefit Plan Name (i.e. Aetna HMO 10/20/30; IBC PPO w/Rx)	Family Status (i.e. Single, Family)	Monthly Premium Rate		
Dental	Delta Care USA 14A				
What Is The Original Effective Date of The Plan? (i.e. 01/01/2001, 06/01/1999, etc.)	07/01/2025	EE	16.78		
What Is The Plan Renewal Date? (i.e. 01/01, 05/01, etc.)	06/30/2027	EE/SP	40.82		
What Is the Carrier's Address and Phone Number?		EE/CH	40.82		
When Does Plan Become Effective For New Hires? (i.e. Date of hire, First of the month after DOH, etc.)		FAM	44.23		
When Does Benefit Cease Upon Termination? (i.e. Termination date, End of the month following Termination etc.)	EOM	EE/CREN	40.82		

Policy/Group#: 07800	Please Provide the State in which this policy was written _____ Self Insured Plan OR Fully Insured Plan (circle one)				
Benefit Plan Type (i.e. Medical, Dental, Vision etc)	Benefit Plan Name (i.e. Aetna HMO 10/20/30; IBC PPO w/Rx)	Family Status (i.e. Single, Family)	Monthly Premium Rate		
Dental	Delta Dental PPO Plus Premier				
What Is The Original Effective Date of The Plan? (i.e. 01/01/2001, 06/01/1999, etc.)	07/01/2025	EE	41.21		
What Is The Plan Renewal Date? (i.e. 01/01, 05/01, etc.)	07/01/2025	EE/SP	100.07		
What Is the Carrier's Address and Phone Number?		EE/CH	100.07		
When Does Plan Become Effective For New Hires? (i.e. Date of hire, First of the month after DOH, etc.)		FAM	108.43		
When Does Benefit Cease Upon Termination? (i.e. Termination date, End of the month following Termination etc.)	EOM	EE/CREN	100.07		

Client's Authorization: \_\_\_\_\_

Date: 11/21/25

THE  
LIBRARY  
OF THE  
MUSEUM OF  
ART AND HISTORY  
OF THE  
CITY OF  
NEW YORK

## NEW GROUP ACCOUNT SETUP SPECIFICATION FORM

### Broker Information

Brokerage	Stanley H. Allen, Inc dba Allen Associates				
Agent	Stanley H. Allen, Inc dba Allen Associates	Phone 856-692-2250	Fax 856-794-1106		
E-mail	courtney@allenassoc.com /joanna@allenassoc.com				
Address	630 S. Brewster Road				
Address	Building C				
City	Vineland	State	NJ	Zip Code	08361

### Client Company Information

Company	Glassboro Board of Education				
Contact 1		Phone	Fax		
E-mail					
Address	560 Joseph L Bowe Blvd				
Address					
City	Glassboro	State	NJ	Zip Code	08028
Fed. ID #					
# Employees	260				
Bus. Structure	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> S-Corp <input type="checkbox"/> C-Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Not-for-Profit				

### Company Benefit Plan Over View

Benefit Plan Year	Begins (mm/dd/)	Ends (mm/dd/)
Benefit Annual Open Enrollment	Begins (mm/dd/)	Ends (mm/dd/)
Health Care Flexible Spending Account	<input type="checkbox"/> Yes <input type="checkbox"/> No   If "Yes", list maximum election Amount: \$ _____	

### Invoicing:

Initial Setup Fee	<input type="checkbox"/> Client	<input type="checkbox"/> Broker	<input type="checkbox"/> Other _____
Initial COBRA Notices	<input type="checkbox"/> Client	<input type="checkbox"/> Broker	<input type="checkbox"/> Other _____
Qualifying Event Letters	<input type="checkbox"/> Client	<input type="checkbox"/> Broker	<input type="checkbox"/> Other _____
Continuants Monthly Fee (2%)	<input type="checkbox"/> Client	<input type="checkbox"/> Broker	<input checked="" type="checkbox"/> Other Paid by COBRA Participant

### Setup COBRA Email Account For Copies of Initial Notices, Qualifying Event Letters and other Correspondence

Each time a Client or the Client's representative uses the COBRA Control Services ("CCS") online system to generate an Initial Notice and Qualifying Event Letter CCS will generate an Adobe Acrobat PDF copy of such letters and email them to the Client. Though CCS retains a copy of the PDF in its system, CCS recommends that the Client HR/Benefits department setup an email address titled "COBRA@YourCompany.com" for receiving such PDFs. Moreover, CCS recommends that the mail box you setup for receipt of the PDFs not be tied to an individual's email box, but rather a public box where the public access rights are limited to the appropriate HR/Benefits Staff.

Email Address (i.e., COBRA@YourCompany.com) \_\_\_\_\_

Client's Authorization: \_\_\_\_\_

Date: 11/21/25

Broker's Authorization: \_\_\_\_\_

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





Office use only:

Account Number: \_\_\_\_\_

Account Name: \_\_\_\_\_

## COVERAGE RATE SETUP SPECIFICATION FORM

### Instructions

Complete a "Policy # \_\_\_\_\_" table for each COBRA/HIPAA Eligible Benefit Plan. **You may make photocopies of this page to setup additional benefit plans.** Sign each page and return to COBRA Control Services, LLC

<b>Policy/Group#:</b> 4241	<b>Please Provide the State in which this policy was written _____</b> <b>Self Insured Plan OR Fully Insured Plan (circle one)</b>				
<b>Benefit Plan Type</b> (i.e. Medical, Dental, Vision etc)	<b>Benefit Plan Name</b> (i.e. Aetna HMO 10/20/30; IBC PPO w/Rx)	<b>Family Status</b> (i.e. Single, Family)	<b>Monthly Premium Rate</b>		
Vision	NVA				
<b>What Is The Original Effective Date of The Plan?</b> (i.e. 01/01/2001, 06/01/1999, etc.) 03/01/2025		EE	3.74		
<b>What Is The Plan Renewal Date?</b> (i.e. 01/01, 05/01, etc.) 02/28/2029		EE/SP	7.10		
<b>What Is the Carrier's Address and Phone Number?</b>		EE/CH	8.22		
<b>When Does Plan Become Effective For New Hires?</b> (i.e. Date of hire, First of the month after DOH, etc.)		FAM	11.58		
<b>When Does Benefit Cease Upon Termination?</b> (i.e. Termination date, End of the month following Termination etc.) EOM		EE/CREN	8.22		

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<b>Benefit Plan Type</b> (i.e. Medical, Dental, Vision etc)	<b>Benefit Plan Name</b> (i.e. Aetna HMO 10/20/30; IBC PPO w/Rx)	<b>Family Status</b> (i.e. Single, Family)	<b>Monthly Premium Rate</b>		
<b>What Is The Original Effective Date of The Plan?</b> (i.e. 01/01/2001, 06/01/1999, etc.)		EE			
<b>What Is The Plan Renewal Date?</b> (i.e. 01/01, 05/01, etc.)		EE/SP			
<b>What Is the Carrier's Address and Phone Number?</b>		EE/CH			
<b>When Does Plan Become Effective For New Hires?</b> (i.e. Date of hire, First of the month after DOH, etc.)		FAM			
<b>When Does Benefit Cease Upon Termination?</b> (i.e. Termination date, End of the month following Termination etc.)		EE/CREN			

Client's Authorization: \_\_\_\_\_

Date: 11/21/25



