

**AMENDMENT
TO
TRUST FUNDED HRA ADMINISTRATION SERVICES AGREEMENT**

WHEREAS, Total Administrative Services Corporation and City of San Jose (as Adopting Employer and Plan Administrator) have heretofore entered a Non-ERISA Administration Agreement (the "Agreement") effective January 1, 2019; and

WHEREAS, the Agreement provides that it may be amended by mutual written agreement of the parties;

WHEREAS, the parties wish to amend the Agreement to reflect agreed upon changes to the fees charged under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and the Agreement, effective January 1, 2019, the parties hereby agree to the following amendments to the Agreement:

1. The original Exhibit B (Administrative Fees) to the Agreement is replaced by the Exhibit B attached to this Amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective January 1, 2019.

PLAN ADMINISTRATOR

TOTAL ADMINISTRATIVE SERVICES CORPORATION

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B
Administrative Fees

The following describes the standard and optional FHRA claims administration and recordkeeping services and fees:

STANDARD SERVICES

| | |
|--|--------|
| Recordkeeping PPM¹ Fee | \$2.00 |
| Minimum Monthly Fee: | \$250 |

OTHER FEES (as applicable)

| Description of Service | Fee |
|---|------------------|
| Standard communication materials (some materials will reflect actual plan provisions, but no custom fonts, wording, logos, etc.; customization is available – see below for optional services and fees) | N/C ² |
| Annual participant statements mailed to participants (mailed within 22 business days following plan anniversary) | N/C |
| Debit Card Services | N/C |
| §105(h) Non-discrimination Testing | N/C |
| Standard Plan amendments/restatements requested by Adopting Employer | \$250 each |
| Trust EIN Assignment and Form 1024 Preparation and Filing * | ** |
| Preparation of Summary of Benefits and Coverage (SBC) | N/C |
| Check re-issue fee (charged to participant) | \$25 |
| Fee to correct erroneous data provided by Adopting Employer or Plan Administrator | \$150/hour |
| Custom file formatting | \$150/hour |
| Wire transfer fee (ACH deposits, no additional fee) | \$20 |

¹ “PPPM” means per participant per month.

² “N/C” means no charge

OPTIONAL SERVICES

| Initial to Authorize Optional Service | Description of Optional Service | Fee |
|---------------------------------------|--|--|
| _____ | Custom Plan – Plan and Trust documents (including plan amendments/restatements to custom plan and trust documents) * | ** |
| _____ | Consulting to correct failed discrimination tests | ** |
| _____ | Employee meetings (per meeting, plus travel expenses) | \$275 |
| _____ | Multi-site billing and accounting (per site) | \$25 |
| _____ | Customized communication materials (<i>e.g.</i> , custom fonts, wording, logos, etc.) (annual fee) | \$150/hr + production costs + .25¢ PPM |

*Work performed on behalf of Plan Supervisor by Hitesman & Wold, P.A. TASC provides standard documents at no cost. Custom plan documents and amendments/restatements to custom plan documents are prepared on behalf of Plan Supervisor by Hitesman & Wold, P.A. TASC covers the cost of the first two hours of work performed by Hitesman & Wold, P.A.; time to prepare the Form 1024 may exceed the two hours. Any additional legal questions exceeding the first two hours covered by TASC may incur additional charges. The \$850 IRS Filing Fee required with the Form 1024 filing is the Adopting Employer’s responsibility.

** **All services** mentioned in this Agreement provided by Hitesman & Wold, P.A. are provided directly to the Plan Supervisor and billed to the Plan. A separate Engagement Letter will be sent to the Plan Supervisor to cover the Agreement with Hitesman. TASC will be billed for and pay for the first two (2) hours of Hitesman services, regardless of which Service described in this Agreement was provided.

**TRUST FUNDED HRA
ADMINISTRATION AGREEMENT
effective November 1, 2017**

between

**Total Administrative Services Corporation d/b/a Genesis Employee Benefits
("Plan Supervisor")**

And

City of San Jose ("Adopting Employer" & "Plan Administrator")

WHEREAS, City of San Jose ("Adopting Employer") has heretofore adopted the City of San Jose Federated VEBA Health Savings Plan and the City of San Jose Sworn VEBA Health Savings Plan (referred to herein collectively as the "HRA Plans"); and

WHEREAS, Adopting Employer has heretofore adopted the City of San Jose Federated VEBA Health Savings Trust and the City of San Jose Sworn VEBA Health Savings Trust (referred to herein collectively as the "Trusts"); and

WHEREAS, the HRA Plans name Adopting Employer as the initial Plan Administrator and appoints Plan Administrator to act on behalf of the HRA Plans; and

WHEREAS, Adopting Employer is a governmental entity and, therefore, the HRA Plans are not employee welfare benefit plans subject to the Employee Retirement Income Security Act of 1974 ("ERISA"); and

WHEREAS, the HRA Plans are "covered entities" subject to the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and

WHEREAS, the Plan Administrator is the entity capable of acting on behalf the HRA Plans for purposes of HIPAA; and

WHEREAS, the Plan Supervisor performs services (directly and indirectly) with respect to operating, administering, and providing recordkeeping for programs of the type of HRA Plans and the Trusts; and

WHEREAS, the Plan Administrator desires that the Plan Supervisor furnish certain services described in this Agreement in the operation and administration of the HRA Plans, and the Trusts;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and the exhibits and addenda, if any, attached hereto, effective November 1, 2017, the Plan Administrator and the Plan Supervisor hereby agree as follows:

I. Definitions

The following Definitions shall apply to this Agreement:

- A. **Administrative Services** - means those services relating to the establishment, maintenance, and administration of the HRA Plans, and Trusts to be performed by the Plan Supervisor as set forth in this Agreement.
- B. **Adopting Employer** – means City of San Jose.

- C. **Adoption Agreement** – means the Basic Plan Document Adoption Agreements for City of San Jose Federated VEBA Health Savings Plan and the City of San Jose Sworn VEBA Health Savings Plan, effective November 1, 2017.
- D. **Agreement** - means this administration agreement and any exhibits and addenda attached hereto and any outside agreements specifically incorporated by reference.
- E. **Basic Plan Document** – means the documents known as the Trust Funded HRA Basic Plan Document for the City of San Jose Federated VEBA Health Savings Plan and the City of San Jose Sworn VEBA Health Savings Plan.
- F. **City** – means the City of San Jose.
- G. **COBRA** - means the Consolidated Omnibus Budget Reconciliation Act of 1985 (as it appears in the Public Health Services Act) and regulations thereunder, as amended from time to time.
- H. **Code** - means the Internal Revenue Code of 1986 and regulations thereunder, as amended from time to time.
- I. **Effective Date** - means the date upon which this Agreement is first effective as indicated above.
- J. **ERISA** - means the Employee Retirement Income Security Act of 1974 and regulations thereunder, as amended from time to time.
- K. **Health and Welfare Plan(s)** –not applicable.
- L. **HIPAA** - means the Health Insurance Portability and Accountability Act of 1996 and regulations thereunder, as amended from time to time.
- M. **HRA Plan(s)** - means the City of San Jose Federated VEBA Health Savings Plan and/or the City of San Jose Sworn VEBA Health Savings Plan.
- N. **Participant** – means an individual who is participating in one or both of the HRA Plans, including those on continuation coverage required under COBRA.
- O. **PPACA** – means the Patient Protection and Affordable Care Act and regulations thereunder, as amended from time to time.
- P. **Plan Administrator** – means the entity as defined in the HRA Plans.
- Q. **Plan Supervisor** – means Total Administrative Services Corporation d/b/a Genesis Employee Benefits, an independent contractor designated to perform certain administrative services pursuant to this Agreement with respect to the HRA Plans and Trusts.
- R. **PHI** – means Protected Health Information for purposes of HIPAA.
- S. **Summary Description**_– means the written documents distributed directly or indirectly to Participants explaining the HRA Plans and Trusts.
- T. **Trust(s)** – means the City of San Jose Federated VEBA Health Savings Trust and/or the City of San Jose Sworn VEBA Health Savings Trust.
- U. **Trust Documents** – means the document through which the Trusts are established.

II. Plan Establishment & Maintenance

- A. **Generally.** Adopting Employer shall establish the Plans and the Trusts. The Plan Administrator shall be responsible for the operation and administration of the HRA Plans, and the Trusts. In accordance with this Agreement, the Plan Supervisor shall provide administrative services to Adopting Employer and Plan Administrator in connection with the establishment of, the operation of, the administration of, and/or the recordkeeping for the Health and Welfare Plan(s), HRA Plan, and the Trust.
- B. **Documents.** Adopting Employer and Plan Administrator shall have ultimate responsibility for all aspects of the documentation for the HRA Plans and Trust documentation, including, but not limited to, the plan documents, Trust Documents, Summary Descriptions, amendments and updates to such documents, and the application for tax-exempt status (IRS Form 1024). Provided, however:
1. **HRA Plans and Trusts.** The Plan Supervisor shall provide the Adopting Employer with services related to the initial preparation and periodic revision of documents relating to the HRA Plans including the Basic Plan Documents, Trust Documents, Summary Descriptions for the HRA Plans, IRS Forms 1024, and related documentation. Adopting Employer and Plan Administrator shall approve all such materials within thirty (30) days following delivery by the Plan Supervisor, unless such deadline is extended by mutual agreement of all parties. Adopting Employer's and Plan Administrator's failure to object within such time period (including any agreed upon extension period) shall not constitute approval. Unless Adopting Employer, Plan Administrator and the Plan Supervisor mutually agree otherwise, the Plan Administrator shall deliver to all Participants all appropriate and necessary documents and materials, including, but not limited to, the Plan Document for the HRA Plans, Trust Documents, Trust amendments, Summary Descriptions, enrollment forms, and application and notice forms, as may be necessary for the operation of the HRA Plans or to satisfy the requirements of state or federal laws and regulations. Upon termination of this Agreement, Adopting Employer agrees to cease using the documents relating to the HRA Plan including the Plan Document, Trust Document, Summary Description, and other Participant communication materials.
- C. **Amendment & Termination.** The HRA Plans and/or Trusts may be amended or terminated in accordance with their terms. If the Adopting Employer amends the HRA Plans or the Trusts, the Adopting Employer agrees to notify the Plan Supervisor (1) before the later of the effective date of the amendment or the date of adoption of the amendment, or (2) as soon as administratively feasible. The Plan Supervisor is responsible for providing services pursuant to such amended Plans or Trusts upon delivery of such amendments to the Plan Supervisor.

III. Plan Supervisor Responsibilities

- A. **Status of the Plan Supervisor.** Adopting Employer shall not (1) name the Plan Supervisor as the Plan Administrator in any documents applicable to the HRA Plans other than as a third-party administrator, nor (2) hold out to other parties or third parties that the Plan Supervisor serves in the foregoing capacity.
- B. **Capacity of Plan Supervisor.** In fulfilling its duties and obligations under this Agreement, the Plan Supervisor: (i) shall act as the administrative agent of the HRA Plans, and Trusts; (ii) does not intend to be an Adopting Employer or Plan Administrator (as such terms are defined under the Plan) of the HRA Plans or with respect to the assets of such plans; and (iii) does not have any discretionary authority, control, or responsibility with respect to administration of the HRA Plans or the Trusts. In addition, the Plan Supervisor

shall not be required to participate in or act in a manner that aids or assists a breach of a fiduciary's duty.

- C. **Processing of Claims.** Subject to Article IV and Section VI.C., the Plan Supervisor shall process, adjust and settle claims of Participants received by the Plan Supervisor for benefits under the HRA Plans in accordance with the terms and conditions of the HRA Plans. The Plan Supervisor shall deliver all claim forms necessary for submitting claims, including information related to survivorship benefits and post-death claims processing to Participants electronically (or via mail if requested by the Participant). Where the terms and conditions of the HRA Plans are not clear, the Plan Supervisor reserves the right to request direction from the Plan Administrator. Once a claim is approved by the Plan Supervisor, the Plan Supervisor or its designee shall provide instructions to the trustee or its designee, in accordance with any contract or agreement between the trustee and the Plan Administrator, directing the trustee to pay benefits from the Trusts. When a claim is denied, the Plan Supervisor will notify the Participant of such denial in compliance with the Plans. If such denial is appealed, the Plan Supervisor will notify the Plan Administrator within thirty (30) days.
- D. **Account Servicing.** The Plan Supervisor shall provide account management services. The Plan Supervisor shall make available to the Adopting Employer a client service representative to respond to questions regarding general administrative issues and plan design. The client service representative shall respond to all inquiries by the next business day.
- E. **Employee Communication.** The Plan Supervisor shall provide standard communication materials to Participants in the HRA Plans as agreed upon by the parties which shall include, but not be limited to, a "Welcome" Letter, a "Claims Eligible" Letter, an annual statement of account, and periodic advisements to Participants to keep tax dependent information updated in their account profile. The Plan Supervisor shall provide general administrative services to assist persons with general information about the HRA Plans and answer routine questions from persons concerning coverage status, claims status, complaint administration, and other inquiries related to the HRA Plans. Notwithstanding the preceding, the Plan Supervisor shall not offer investment or securities advice to Participants.
- F. **Recordkeeping.** The Plan Supervisor shall perform the recordkeeping services described herein in conformity with data provided by the Adopting Employer.
1. The Plan Supervisor will maintain records of the allocations of the HRA Plan accounts by Participant and contribution type for each investment fund selected by the Participant or the Adopting Employer, as applicable.
 2. The Plan Supervisor will maintain records of funds deposited in an aggregate account in the Trusts to fund the HRA Plans.
 3. If applicable, the Plan Supervisor will perform allocation of existing account balances into investment funds according to directions from Participants provided in accordance the procedures established by the Plan Supervisor. Such transactions will be processed each business day as requested by Participants and in accordance with the Plan Supervisor's procedures. Confirmations of investment elections, investment transfers, and realignment requests directed by Participants will be sent to Participants.
- G. **Accountings.** At such regular periodic intervals as Adopting Employer and the Plan Supervisor agree upon and specify in Exhibit A (which is incorporated by reference herein),

the Plan Supervisor shall provide the Adopting Employer with reporting regarding the HRA Plans and the Trusts.

H. **Participant Access to Information.** The Plan Supervisor shall provide HRA Plan Participants with “24 hour” access to the recordkeeping system through a website connection. The Plan Supervisor will use reasonable efforts to keep the website properly maintained, but cannot be held responsible for circumstances beyond its reasonable control such as, but not limited to, natural disasters, damage resulting from unauthorized use of a Participant’s personal identification number, or failure of the system for any other reason outside of the Plan Supervisor’s control. The Plan Supervisor shall also provide HRA Plan Participants with account statements at least annually. Such statements shall be provided directly to Plan Participants.

I. **Assistance with Reporting and Notifications.**

Form 990. The Plan Supervisor shall, based on information it may possess, use its best efforts to prepare IRS Form 990, subject to review by the Plan Administrator as provided in Section IV.M. of this Agreement. The Plan Supervisor shall prepare the Form 990 in a timely manner to allow the Plan Administrator reasonable time to review and approve the Form 990 before the filing due date (including any extensions obtained by the Plan Supervisor). The responsibility for filing and/or distributing IRS Form 990, shall be that of the Adopting Employer or Plan Administrator.

Non-Tax Dependent Domestic Partners. The Plan Sponsor shall document and determine the tax status of Plan Participants’ domestic partners. For those domestic partners determined to be non-tax dependent, the Plan Sponsor shall determine the fair market value of any non-tax dependent’s coverage and report that value on the appropriate IRS form.

1. **Other Reports and Notifications.** Except as otherwise specifically provided herein and unless applicable law imposes such responsibility solely on the Plan Supervisor, the Plan Supervisor shall not have any responsibility related to: (1) determining what reporting and notification requirements apply to the HRA Plans; (2) preparing and filing any tax return, report, or other document required to be provided to any local, State or Federal government or agency thereof with respect to the HRA Plan or the Health and Welfare Plan(s) (e.g., various reports required under PPACA, etc.); or (3) preparing and distributing any notification required to be provided to any participant of the HRA Plan or the Health and Welfare Plan(s) under applicable law (e.g., various notifications required by PPACA, etc.). Such responsibility for preparing, filing, and/or distributing all tax returns, reports, notifications, or other documents shall be that of the Adopting Employer or Plan Administrator. Notwithstanding the foregoing, the Plan Supervisor may assist Adopting Employer and Plan Administrator with its reporting and notification obligations if the Plan Supervisor agrees, in writing, to do so and if Adopting Employer and/or Plan Administrator agree to pay any additional fees chargeable by the Plan Supervisor for such additional service.

J. **Nondiscrimination Testing** The Plan Supervisor shall perform all nondiscrimination tests that may be required under the Code with respect to the HRA Plans, including, but not limited to, tests regarding coverage and benefits, and shall verify the classes of highly compensated employees and non-highly compensated employees with the Adopting Employer. Should one or both of the HRA Plans fail any applicable nondiscrimination tests, the Plan Supervisor may provide suggestions (consistent with the language in the HRA Plan) regarding how to correct the situation. The responsibility for making a decision

regarding how to correct the situation shall be that of the Adopting Employer or Plan Administrator.

- K. **Compliance with Applicable Law.** The Plan Supervisor shall comply with all federal and state laws and regulations applicable to the Plan Supervisor's responsibilities under this Agreement.
- L. **Insurance.** The Plan Supervisor shall maintain professional liability and errors and omissions insurance in the amount of \$10,000,000.00.
- M. **Subcontractors.** The Plan Supervisor may hire subcontractors, at its own expense, to perform any of the services required of it under this Agreement and to act as its designee for purposes of this Agreement.
- N. **Investments.** The Plan Supervisor shall not be responsible for, nor take part in, selecting or recommending investments available to Participants.
- O. **Shareholder Communications.** Plan Supervisor will cause all proxies and accompanying materials solicited by an entity, and all prospectuses issued by a company whose securities are held in the Trusts ("shareholder communications") to be mailed to the Plan Administrator within a reasonable period of time after the receipt of such shareholder communications by Plan Supervisor. In the event a Participant makes a request to the Plan Supervisor for a copy of any shareholder communication, the Plan Supervisor shall forward such request, within a reasonable time period, to the Plan Administrator who shall be responsible for responding to such request. Plan Supervisor shall not disseminate copies of shareholder communications to Participants who have invested their accounts in the securities for which such shareholder communications have been received or to any other person. Plan Supervisor shall not determine how, or if, Proxies are voted or to take any other action in connection with any shareholder communication. Plan Supervisor will forward materials received on behalf of the Trusts to the Plan Administrator.
- P. **Processing Withdrawals.** When the Plan Administrator requests a withdrawal from the Trusts with respect to the Health and Welfare Plan(s), the Plan Supervisor or its designee shall provide instructions to the trustee or its designee, in accordance with any contract or agreement between the trustee and the Plan Administrator, directing the trustee to make a distribution from the Trust.

IV. Duties of Adopting Employer and Plan Administrator

- A. **FMLA Determinations.** The Adopting Employer shall make determinations regarding FMLA, including, but not limited to, whether FMLA applies. The Plan Supervisor shall not make determinations regarding FMLA. Furthermore, the Plan Supervisor shall be entitled to rely upon the information provided by the Adopting Employer and is under no obligation to independently verify such FMLA information.
- B. **Eligibility Determination & Information.** The Adopting Employer shall provide the Plan Supervisor with a listing of all persons eligible for coverage under the HRA Plans, with a list of all eligible participants who are "claim active" (i.e., are entitled to have claims reimbursed), a list of all eligible participants who are not claim active, written notice of any addition or deletion of such persons, and any further information necessary for the Plan Supervisor to provide its services hereunder. The Adopting Employer is responsible for reviewing and approving the documentation of eligibility and claim active information. The Adopting Employer may provide such information in any written method mutually acceptable to the Adopting Employer and the Plan Supervisor, including, but not limited

to, electronic transmissions. The Plan Supervisor may rely on the most current information in its possession regarding eligibility determinations.

- C. **Contributions.** The Adopting Employer shall remit contributions to the Trusts as provided in the HRA Plans. As contributions are made, the Adopting Employer shall, in a mutually agreed format, provide the Plan Supervisor with such Participant contribution information as is reasonably required by the Plan Supervisor in order to perform its duties hereunder, including, but not limited to, the amount of the contribution to be allocated to each Participant. The Adopting Employer is responsible for the accuracy and completeness of the data it submits to the Plan Supervisor. The Plan Supervisor is not responsible for requiring that any contributions be made, or for determining that the contributions that are received by the Trusts comply with the terms of the HRA Plans.
- D. **Medical Child Support Order Compliance.** Adopting Employer shall be responsible for all aspects of compliance with state law and the Child Support Performance and Incentive Act of 1998 regarding medical child support orders. Adopting Employer shall provide notice to the Plan Supervisor of any Participants who become covered under the HRA Plan by virtue of a medical child support order and of any Participants who cease to be covered under the HRA Plans by virtue of the expiration of a medical child support order. The Plan Supervisor shall be entitled to rely upon the information provided by the Adopting Employer pertaining to such medical child support order.
- E. **Payment of Administrative Services Fees.** In consideration of Plan Supervisor's performance of the services described in this Agreement, Adopting Employer shall pay the Plan Supervisor's administrative fees as described in Exhibit B. Generally, all such fees shall be charged to the Participants and paid from the Participant's HC Accounts.
1. **Payment by Participants.** Subject to the foregoing, if the HRA Plans provide that administrative fees shall be paid from the Trusts (including from a Participant's account), the Plan Supervisor shall bill the Trusts and/or the Participants' accounts directly as the fees become due.
 2. **Minimum Fees.** The minimum monthly fee described in Exhibit B shall apply if the sum of the recordkeeping fees does not exceed the applicable minimum provided in Exhibit B.
 3. **Increases.** The Plan Supervisor also reserves the right to charge additional fees for repeating, or expanding the scope of, its services due to inaccurate, incomplete, or unusable data supplied by the Adopting Employer. The Recordkeeping Fees identified in Exhibit B shall not be increased during the term of this Agreement.
 4. **Fees for Additional Services.** In the event additional services that are not part of the normal plan administrative services contemplated by this Agreement, or chosen by Plan Administrator on Exhibit B, are required, Plan Supervisor may charge the Adopting Employer an additional fee commensurate with the additional services provided. Plan Supervisor will inform the Adopting Employer of the amount of the additional fee and request approval from the Adopting Employer in advance of conducting the additional administrative services. Examples of additional administrative services not contemplated by this Agreement include (but are not limited to): calculating income on late participant contributions; calculating income on participant contributions that are delayed by Adopting Employer actions; and any other administration services requested by Adopting Employer that are not part of the on-going administrative services contemplated by this Agreement.

- F. **Fees Payable By Mutual Funds.** The Plan Supervisor performs services with respect to mutual fund investments, including, but not limited to, the purchase and redemption of shares and participant-level fund recordkeeping. These services are necessary to allow Trust assets to be invested in such mutual funds. The mutual fund companies compensate Plan Supervisor for these services pursuant to a services agreement between the Plan Supervisor and each fund or its affiliate. The Plan Administrator or Adopting Employer may receive, upon request, a report of the specific amount of compensation received from each mutual fund during a particular time period.
- G. **HIPAA Portability and PPACA.** Adopting Employer or Plan Administrator shall be responsible for determining whether the portability requirements of HIPAA and group health plan requirements of the Patient Protection and Affordable Care Act ("PPACA") apply to the HRA Plan and the Health and Welfare Plan(s). Unless mutually agreed otherwise, Adopting Employer or Plan Administrator shall be responsible for complying with (1) the portability requirements of HIPAA, including, but not limited to, providing certificates of creditable coverage to Participants, and (2) the group health plan requirements of PPACA, including, but not limited to, the external review requirements, with respect to the HRA Plan and the Health and Welfare Plan(s).
- H. **Regulatory Compliance.** Adopting Employer and Plan Administrator shall be responsible for compliance with applicable laws and regulations pertaining to the HRA Plans. Adopting Employer and Plan Administrator shall be responsible for any governmental or regulatory charges resulting from the Adopting Employer's establishment and operation of HRA Plans. This provision does not relieve the Plan Supervisor from any statutory or agency requirements placed directly on it as a result of performing services under this Agreement or from performing its duties under this Agreement in compliance with the legal and regulatory requirements applicable to HRA Plans and Trusts.
- I. **HRA Plan Design.** The Plan Supervisor shall provide all documents needed to establish and maintain HRA Plans and Trusts. Adopting Employer possesses and exercises ultimate authority and responsibility for the design of the HRA Plans. The Adopting Employer has consulted its legal and/or accounting advisors concerning the tax advantages and consequences of sponsoring the HRA Plans and the Trusts and shall not rely on the Plan Supervisor for such guidance.
- J. **HRA Plan Interpretation.** Plan Administrator possesses and exercises ultimate authority and responsibility for determining benefits under the HRA Plans including, making decisions regarding eligibility for participation and termination of participation.
- K. **Other Information.** Adopting Employer or Plan Administrator (including a designee) shall comply with requests for information made by the Plan Supervisor reasonably necessary for the Plan Supervisor to fulfill its duties under this Agreement. Any documentation received by the Adopting Employer or Plan Administrator (including a designee) that should be provided to the Plan Supervisor shall be forwarded to the Plan Supervisor within a reasonable amount of time. Such documentation includes, but is not limited to, claim forms.
- L. **Review of Reports and Forms.** The Adopting Employer shall be responsible to review all accounting reports, compliance testing, government returns (i.e., Form 990), and any other reports prepared by or on behalf of the Plan Supervisor (collectively the "Reports") and to notify the Plan Supervisor of any errors or omissions in the Reports within sixty (60) days of receipt of them. If no errors or omissions are asserted within sixty (60) days, the Adopting Employer shall be deemed to have approved the accuracy of the Reports.

- M. **Review of Communication Materials.** The Plan Administrator shall review all communication products and materials prepared by the Plan Supervisor to ensure consistency of the materials with the terms of the HRA Plans.
- N. **Authorized Representatives.** Until otherwise advised in writing by the Adopting Employer, the Plan Supervisor may accept the authority and rely upon the instructions of, or documents signed by, any representatives of the Adopting Employer listed in Exhibit C (which is incorporated by reference herein). Additional documentation, specifying persons authorized for various purposes, may also be executed by the parties from time to time, and the Plan Supervisor shall be entitled to rely upon such documentation without question, unless it has actual knowledge that such person's authority has been revoked.
- O. **Legal Obligations.** Plan Administrator shall possess ultimate responsibility and authority for the operation of the HRA Plans.
- Q. **Investments.** The Plan Administrator shall be responsible for determining how and with whom to invest the assets of the Trusts, including, but not limited to, selecting the investments or menu of investment options, as the case may be. The Plan Administrator shall adopt an investment policy governing the investment of the assets of the Trust. Once received from the Plan Supervisor, the Plan Administrator shall mailing or otherwise distribute fund prospectuses or other similar information regarding the investments in which the assets of the Trusts are invested to the extent such information is not distributed by the funds or investment providers. The Plan Supervisor shall have no responsibility with respect to the investment of the assets of the Trusts.

V. **Records & Information**

- A. **Maintenance and Access.** Plan Supervisor and Plan Administrator shall maintain adequate records relating to the terms and operation of the HRA Plans and Trusts for at least the plan year to which the records relate and for an eight (8) year period thereafter. Each party shall have access to the records relating to the HRA Plans and the Trusts maintained by the other party during normal business hours and upon reasonable notice and request and subject to applicable laws and regulations. The parties shall maintain the confidentiality of any information relating to Participants, the HRA Plans and the Trusts in accordance with applicable laws and regulations.
- B. **Record Use.** The Plan Supervisor, Adopting Employer and Plan Administrator agree that the medical records, names, addresses, telephone numbers, Social Security numbers and other personal information relating to Participants, which the Plan Supervisor may obtain as a result of performing administrative services may be collected, maintained and used by the Plan Supervisor and the Plan Administrator as necessary to administer the HRA Plans and the Trusts. The Plan Supervisor and the Plan Administrator may use patient specific and individually identifiable information, as necessary to properly administer the HRA Plans and the Trusts, to defend any claim related to the HRA Plans or the provision of services under this Agreement, or as otherwise may be permitted by state or federal law. All parties agree that such information shall be considered confidential and protected as required under applicable law. In the event of an impermissible use or disclosure of protected health information that compromises the privacy or security of that protected health information, Plan Supervisor shall at its own expense remedy such breach, including but not limited to, following the HIPPA breach notification rules in 45 CFR Sections 164.400-414, that require notification of breach to affected individuals, the Secretary, and if applicable, the media. In addition, the Plan Supervisor shall at its own expense comply with the data breach requirements under California law.
- C. **Confidential Business Information.** The Plan Supervisor, Adopting Employer and Plan Administrator shall each take all necessary steps to protect the other party's confidential

business information. Such information shall not be disclosed to third parties without the express written consent of the other party unless required by law or court order.

- D. **Transfer of Records.** When this Agreement ends, the Plan Supervisor shall transfer to Adopting Employer, Plan Administrator and/or any successor administrator those records the Plan Supervisor determines are reasonably necessary to effectuate a smooth transition of administration of the HRA Plans and Trusts. The Plan Supervisor intends that this transfer of records will satisfy its obligation to maintain such records as described above. The Plan Supervisor shall provide the Plan Administrator an opportunity to review the records and obtain copies of any such records in addition to the records the Plan Supervisor has identified as necessary for a smooth transition or otherwise transferred. The details of such transfer, including but not limited to the means, method and timing, shall be agreed to by the parties.
- E. **HIPAA Business Associate.** The Plan Supervisor acknowledges its role as a business associate for purposes of the privacy and security standards under HIPAA.

VI. Indemnification and Limitation of Liability

- A. **Funding.** The Plan Supervisor shall have no responsibility, risk, liability, or obligation for the funding of benefits provided by the HRA Plans. The responsibility and obligation for funding benefits shall be solely and completely the responsibility of the Adopting Employer.
- B. **Claim Processing Errors.** The Plan Supervisor shall be liable for the recovery of claim processing errors arising from the Plan Supervisor's performance pursuant to the terms of this Agreement.
- C. **Indemnification by the Plan Administrator for Claims Decisions.** If the Plan Administrator reverses a claim payment decision made by the Plan Supervisor, the Plan Administrator shall notify the Plan Supervisor in writing of such decision.
- D. **No Guarantee of Benefits.** The Plan Supervisor does not assume any responsibility, risk, liability or obligation for the general policy direction of the HRA Plans, the adequacy of funding thereof, or any act or omission or breach of duty by parties other than Plan Supervisor unless those breaches of duty result from acts or omission made by the Plan Supervisor in the performance of services under this Agreement. The Plan Supervisor is not and shall not be deemed a guarantor with respect to any benefits payable under the HRA Plans.
- E. **Plan Supervisor's Duty to Indemnify.** The Plan Supervisor shall indemnify, hold harmless, and defend the Plan Administrator and Adopting Employer and their directors, trustees, officers, employees, and agents from and against any and all liabilities, losses or damages arising out of any claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees the Plan Administrator and Adopting Employer may incur or be asked to pay), which arise, directly or indirectly, from the Plan Supervisor's act or omission to act in its administration of the HRA Plans or Trusts including, but not limited to, any liability, losses, damages, claims, lawsuits, or causes of action and any costs and expenses associated therewith (including any attorneys' fees the Plan Administrator and Adopting Employer may incur or be asked to pay) arising under any law.
- F. **Limitation of Liability.** The Plan Supervisor shall exercise, in the performance of its duties, reasonable care and shall be liable for loss when caused by the Plan Supervisor's (or the Plan Supervisor's subcontractors') negligence, gross negligence, fraud, willful misconduct, criminal conduct or a material breach of this Agreement. The Plan Supervisor shall be responsible for direct and indirect damages caused by its failure to satisfy its duties

hereunder. The Plan Supervisor shall not be liable for the processing that is delayed due to circumstances beyond its reasonable control, including, but not limited to, national, state, or city disaster, acts of God, severe weather, or any other circumstances that would affect the Plan Supervisor or its trading platforms, software, or Internet systems.

VII. Term and Termination

- A. **Term.** The initial term of this Agreement is retroactive from November 1, 2017, through October 31, 2018, inclusive, subject to the provisions of Section VII.C. below.
- B. **Option to Renew.** The City Manager, in the City Manager's sole discretion, may extend the term of the Agreement in four (4) additional one-year increments, up to a total of maximum term of sixty months, ending on October 31, 2023 ("Option Period"). The City Manager shall exercise any option by written Notice of Exercise of Option in the form set forth in Exhibit D at least thirty (30) days prior to the expiration of this Agreement or the expiration of the Option Period, which is applicable. All terms and conditions of this Agreement shall remain in full force and effect during any and all Option Periods.

C. **Termination.**

This Agreement may be terminated by either party at any time by written notice of intention to terminate given to the other party to be effective as of a specified date not less than one hundred twenty (120) days from the date such notice is received

If Plan Supervisor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City may terminate this Agreement immediately upon written notice.

In the event of termination, Plan Supervisor shall deliver to the City or to a third party designated by the City, in a format approved by the City, copies of all reports, documents, and other work performed by Plan Supervisor under this Agreement, and upon receipt thereof, the City shall cause payment to be made to Plan Supervisor for services performed and reimbursable expenses incurred to the date of termination.

In the event Plan Supervisor terminates this Agreement, Plan Supervisor shall bear all costs incurred by the City in connection with the transfer of participant accounts to another provider. Miscellaneous

- D. **Agreement Amendment.** This Agreement may be amended only by mutual agreement in writing executed by all parties. In addition, upon notification to Adopting Employer and Plan Administrator, Plan Supervisor may amend this Agreement at any time to the extent necessary to comply with applicable federal, state or local laws or regulations. Furthermore, with Plan Administrator approval, the Plan Supervisor may amend the rates, fees, and charges to be paid by the Trust or Adopting Employer and other terms of this Agreement effective as of the start of any term described in Section VII.A. Plan Supervisor shall notify Adopting Employer and Plan Administrator of (a) the new rates, fees, and charges at least sixty (60) days prior to the start of the new term, and (b) any changes in other terms of this Agreement at least thirty (30) days prior to the start of a new term.
- E. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and delivered personally, or sent by registered or certified mail or nationally recognized overnight carrier, postage prepaid, electronic transmission, or by facsimile transmission, to the address set forth below, or to such other address set forth in a notice given in the manner herein provided. All such notices, requests, information or other communications shall be deemed to have been given (i) when delivered if personally delivered, (ii) three business days after having been placed in

the mail, if delivered by registered or certified mail, (iii) the business day after having been placed with a nationally recognized overnight carrier, if delivered by nationally recognized overnight carrier, and (iv) the business day after transmittal by facsimile if transmitted with electronic confirmation of receipt.

If to Adopting Employer and Plan Administrator:

City of San Jose
200 E. Santa Clara Street, 3rd Floor Wing
San Jose, CA 95113
Telephone: (408) 535-8152

If to the Plan Supervisor:

Total Administrative Services Corporation
Attn: Corporate Counsel
2302 International Lane
Madison, WI 53704-3140
Telephone: 888.595.2261

Upon the occurrence of a change in any of the above address information, each party shall notify the other party(ies) of such change within five (5) business days of the effective date of the change.

- F. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held invalid by a court of law or other tribunal, the invalidity of any provision will not affect any other provision of this Agreement.
- G. **Survival.** The rights and obligations described in Sections V., VI, and VII shall survive termination of this Agreement.
- H. **No Waiver of Rights.** Nothing in this Agreement shall be deemed to limit or abrogate any right or remedy available under law. The failure of any party to insist upon the strict observation or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy.
- I. **Copyrighted Works.** The Adopting Employer acknowledges that the Plan Supervisor and its agents are the sole copyright owners of all plan documentation, administrative guides and forms, content of the web site, and all other materials provided under the terms of this Agreement and that such materials are proprietary to the Plan Supervisor. The Plan Supervisor grants the Adopting Employer a nonexclusive, nontransferable right to copy such materials provided such copies are needed for the sole purpose of collecting and reporting information regarding Participants or notifying Participants of information regarding the HRA Plans or complying with applicable law. Other materials provided by the Plan Supervisor shall not be copied or reproduced by the Adopting Employer without the Plan Supervisor's prior written consent.
- J. **Non-Assumption of Liabilities.** Unless specifically provided in this Agreement, the parties do not assume the existing or future obligations, liabilities or debts of the other party.
- K. **Entire Agreement.** This Agreement shall supersede and replace any and all other agreements between the parties relating to the same subject matter. This Agreement contains the entire agreement and understanding of the parties relating to the subject matter hereof, except as otherwise provided in this Agreement.

- L. **Authority.** This Agreement is the valid and binding obligation of the Adopting Employer, Plan Administrator and Plan Supervisor, enforceable in accordance with its terms. The execution and performance of this Agreement has been duly authorized by all necessary action of the parties thereto. The signatories to this Agreement have the full legal right, power and authority to enter into and perform the Agreement. Each party represents that this Agreement has been executed by a duly authorized representative.
- M. **Governing Law.** The Agreement shall be governed by and interpreted in accordance with applicable federal law. To the extent the federal law does not govern, this Agreement shall be governed by the laws of the State of California and the courts in such state shall have sole and exclusive jurisdiction of any dispute related hereto and arising hereunder.
- N. **Independent Contractors.** The Plan Supervisor shall be construed to be acting as an independent contractor and not as an employee of Adopting Employer or Plan Administrator. The Plan Supervisor, Adopting Employer and the Plan Administrator shall not have the power or authority to act for or on behalf of, or to bind the other party, except as set forth in this Agreement.
- O. **Third Party Beneficiaries.** The obligations of each party to this Agreement shall inure solely to the benefit of the other signatory party(ies). Except as expressly provided in this Agreement, no person or entity is intended to be or shall be construed or deemed to be a third party beneficiary of this Agreement.
- P. **Successors and Assigns.** This Agreement shall be binding on any successors, assigns and subcontractors of the parties authorized under this Agreement.
- Q. **Audit Rights.** The parties agree to cooperate in all reasonable audits. Audit fees shall be payable by the party initiating the audit. Audits shall be conducted using procedures mutually agreed upon by the parties. Results of the audit may be shared with the party being audited at the sole discretion of the party initiating the audit.
- R. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- S. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement arising out of a cause beyond its control or without its fault or negligence. Such causes may include, but are not limited to, fires, floods, and natural disasters.
- T. **Acceptance of Agreement.** Payment to Plan Supervisor by Adopting Employer (either through direct check or electronic funds transaction) made at least seven (7) days following receipt of this Agreement for services described in this Agreement will signify Employer's acceptance of all terms, conditions, and obligations of this Agreement. Acceptance will be effective on the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the effective date indicated above.

PLAN
ADMINISTRATOR

PLAN SUPERVISOR

By: _____

By: _____

Authorized Representative
Total Administrative Services Corporation

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LIST OF EXHIBITS

- A Reports
- B Administrative Fees
- C Authorized Representatives
- D Performance Standards

EXHIBIT A **Reports**

Participant:

- Confirmations within 24 hours of:
 - Investment Elections
 - Transfer of Funds
 - Realignment Requests
- Claim Confirmations – verification sent via email that a claim was entered into the system within 24 hours
- Advice of Deposits – email notice that a deposit will be made to a participant bank account within 24 hours
- Receipt Reminders – email or letter sent at 5 and 20 days after an online claim is filed to remind participants of outstanding receipts due
- Denial & Repayment Notifications – email or letter notifying a participant of a denied claim and repayment (if required) within 24 hours
- Annual statements prepared and made available electronically. (within 22 business days following close of the Plan Year). Participants who do not have an email address on record with Plan Supervisor will receive a paper statement via US Mail.

Plan Sponsor:

Quarterly

- VEBA Reconciliation – reconciles VEBA account to the plan report totals, by fund and in the total.

Annually

- Participant Statements – plan year account statements for participants (for distribution to participants) of the funded portion of the HRA.

Web Site:

Participant

- Statement on Demand.
- Claims processing.

Plan Sponsor On-Demand reports

- Distributions Report - reports participant census data, claim amounts paid and withdrawal dates within a selected date range.
- Employee Census - reports participant data, including name and address, dates and participant's age.
- Termination Report - reports terminated participants' census data, and balance within a selected date range.

EXHIBIT B
Administrative Fees

The following describes the standard and optional FIRA claims administration and recordkeeping services and fees, and the party which will be responsible for paying the fees:

STANDARD SERVICES

| | |
|---|--------|
| Recordkeeping PPPM¹ Fee | \$2.00 |
| Minimum Monthly: | \$250 |

OTHER FEES (as applicable)

| Description of Service | Fee |
|---|------------------|
| Standard communication materials (some materials will reflect actual plan provisions, but no custom fonts, wording, logos, etc.; customization is available – see below for optional services and fees) | N/C ² |
| Annual participant statements mailed to participants for distribution (mailed within 22 business days following plan anniversary) | N/C |
| Standard Plan – Plan and Trust documents | N/C |
| §105(h) Non-discrimination Testing | N/C |
| Standard Plan amendments/restatements requested by Adopting Employer | \$250 each |
| Trust EIN Assignment and Form 1024 Preparation and Filing * | ** |
| Preparation of Summary of Benefits and Coverage (SBC) | N/C |
| Check re-issue fee (charged to participant) | \$25 |
| Fee to correct erroneous data provided by Adopting Employer or Plan Administrator | \$150/hour |
| Custom file formatting | \$150/hour |
| Wire transfer fee (ACH deposits, no additional fee) | \$20 |

¹ "PPPM" means per participant per month.

² "N/C" means no charge

OPTIONAL SERVICES

| Initial to Authorize Optional Service | Description of Optional Service | Fee |
|---------------------------------------|--|--|
| _____ | Custom Plan – Plan and Trust documents (including plan amendments/restatements to custom plan and trust documents) * | ** |
| _____ | Consulting to correct failed discrimination tests | ** |
| _____ | Employee meetings (per meeting, plus travel expenses) | \$275 |
| _____ | Multi-site billing and accounting (per site) | \$25 |
| _____ | Customized communication materials (<i>e.g.</i> , custom fonts, wording, logos, etc.) (annual fee) | \$150/hr + production costs + .25¢ PPM |

*Work performed on behalf of Plan Supervisor by Hitesman & Wold, P.A. TASC provides standard documents at no cost. Custom plan documents and amendments/restatements to custom plan documents are prepared on behalf of Plan Supervisor by Hitesman & Wold, P.A. TASC covers the cost of the first two hours of work performed by Hitesman & Wold, P.A.; time to prepare the Form 1024 may exceed the two hours. Any additional legal questions exceeding the first two hours covered by TASC may incur additional charges. The \$850 IRS Filing Fee required with the Form 1024 filing is the Adopting Employer's responsibility.

** **All services** mentioned in this Agreement provided by Hitesman & Wold, P.A. are provided directly to the Plan Supervisor and billed to the Plan. A separate Engagement Letter will be sent to the Plan Supervisor to cover the Agreement with Hitesman. TASC will be billed for and pay for the first two (2) hours of Hitesman services, regardless of which Service described in this Agreement was provided.

EXHIBIT C

Authorized Representatives

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

**EXHIBIT D
PERFORMANCE STANDARDS**

TASC will meet the following performance standards and will provide financial guarantees as set forth below. In the event a performance standard is not met, TASC will remit the financial guarantee no later than the end of the quarter in which the performance standard was not met.

| | Standard | Date |
|---|---|-------------------|
| Transition Services (period from formal approval of contract to fund transition) | | |
| 1. | Provide City staff with an overall project plan for the VEBA plan implementations which includes all key milestones, responsible parties and agreed upon deliverables for the implementation process no later than the initial transition kick-off call. Guarantee: \$1,000 | Transition Period |
| 2. | Provide agreed upon training to City staff on all TASC systems and processes, including the standard reports and the use of the available reporting tools, before January 1, 2018. Guarantee: \$1,000 | Transition Period |
| 3. | Upload participant data and perform quality check on the uploaded data within 90 of days of contract approval. Guarantee: \$1,000 | Transition Period |
| 4. | Complete initial enrollment and account set up for all participants within 90 of days of contract approval. Guarantee: \$1,000 | Transition Period |
| 5. | Provide live website and participant announcement for all newly established accounts by January 15, 2018. Guarantee: \$1,000 | Transition Period |
| 6. | Provide a smooth and seamless transition for the VEBA plans with mutually agreed upon service standards. We will measure our success by ensuring that each step of the process is monitored and delivered on time and that the City and plan participants are satisfied with our services. If TASC fails to resolve any deficiency within 30 days with regard to the implementation, the City may request the service guarantee be paid. <u>Guarantee:</u> Not to exceed \$5,000 for all combined implementation services. | Transition Period |

| Customer Services | | |
|--------------------------|--|---|
| 7. | 98% of all claims filed with TASC will be processed and paid in accordance with the claim, the terms of the City of San Jose VEBA plan documents and applicable laws. <u>Guarantee:</u> \$375 per quarter failure to meet this standard; \$1,500 annual guarantee limit. | Quarterly summary/review due 10 days before the end of the month following the quarter. |
| 8. | Participant statements will be mailed within 22 calendar days after plan year end (one (1) month after year end), assuming TASC receives the annual trust reports and all plan year participant data no later the five (5) business days after plan year end. <u>Guarantee:</u> \$1,500 annually. | Annual report due 22 days after each Plan year end. |

| | | |
|-----|---|---|
| 9. | 99% of all adjudicated claims will be paid on the scheduled claims payment date. <u>Guarantee:</u> \$375 per quarter failure to meet this standard; \$1,500 annual guarantee limit. | Quarterly summary/review due 10 days before the end of the month following the quarter. |
| 10. | 95% of all plan sponsor administrative inquiries (including questions about claims, reports, and actual performance of the contract terms) will be responded to by the next business day. <u>Guarantee:</u> \$375 per quarter failure to meet this standard; \$1,500 annual guarantee limit. | Quarterly summary/review due 10 days before the end of the month following the quarter. |
| 11. | 95% of all participant inquiries received by 3:00 p.m. CST will be handled in the same business day. <u>Guarantee:</u> \$375 per quarter failure to meet this standard; \$1,500 annual guarantee limit. | Quarterly summary/review due 10 days before the end of the month following the quarter. |
| 12. | Return phone calls from City or the City's designees within 24 hours and propose method of resolving inquiry or request for information. <u>Guarantee:</u> \$100 per incident for failure to return phone calls from employer contact designee within 24 hours. | Quarterly |
| 13. | Respond, in writing with a copy to the City, to phone or in-person complaints within 5 business days. <u>Guarantee:</u> \$100 per incident of failure to respond to complaint within a specified time. | Quarterly |

| Reports | | |
|----------------|---|--|
| 14. | Provide the following reports: <ul style="list-style-type: none"> • Quarterly financial reports providing at least the following information: <ol style="list-style-type: none"> a. The total balance at the beginning of the reporting period, the total contributions to the account and the total interest/earnings credited to the account during the reporting period, and the account balance at the end of the reporting period. b. For each fund in the account, the fund balance at the beginning of the reporting period, the total contributions to the fund and the total interest/earnings credited to the fund during the reporting period, and the fund balance at the end of the reporting period. c. The contribution allocation as of the end of the reporting period. d. The distributions made from the account during the reporting period. <u>Guarantee:</u> \$500 per failure to provide reports within 5 business days of above stated due dates for quarterly and monthly reports. | <ul style="list-style-type: none"> • Quarterly summary/review due 22 days after the end of the quarter. |
| 15. | Monthly financial reports providing at least the following information: <ul style="list-style-type: none"> • Monthly transaction statement showing for the total City account and for each fund in the account at least: the beginning balance, the | <ul style="list-style-type: none"> • Monthly summary/review due 10 days |

| | | |
|--|---|--|
| | <p>ending balance, and the amount of contributions, the amount of distributions, any adjustments made, fund-to-fund transfers made, plan-to-plan transfers made, earnings, service fees, and fee credits occurring during the month.</p> <ul style="list-style-type: none"> • A monthly list of Plan participants with investments in funds offered and the status of each participant (e.g., active, inactive, deferred distribution, distribution). <p>Guarantee: \$500 per failure to provide reports within 5 business days of above stated due dates for quarterly and monthly reports.</p> | <p>following the end of the month.</p> |
|--|---|--|

Termination Services (period from formal notice of contract termination to fund transition to new vendor or winding down of Plan and Trust)

| | | |
|-----|--|---------------------------|
| 16. | <p>Provide complete and accurate plan, participant and Trust data in a manner acceptable to the recipient, to a newly elected provider or entity as designated by the () City within 30 of days] of City's request or within a timely manner in response to any specific date of transfer requested by the provider or entity.</p> <p>Guarantee: \$5,000 per incident</p> | <p>Termination Period</p> |
|-----|--|---------------------------|