

Dear Administrator:

Univera Healthcare ("Univera") requires you to make an election on this Premium Billing Election Form with respect to whether or not you would like Univera to assist with the billing and collection of premiums for subscribers eligible to elect continuation of coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time (COBRA) or the New York state continuation of coverage provisions, as applicable.

Please complete the following and return it to:

Sales Department
PO Box 211256
Eagan, MN 55121

1. The undersigned, acting on behalf of the group and Plan listed below:
 - would like Univera to administer the billing and premium collection for COBRA for eligible subscribers. (If you select this option, you must sign the Premium Billing Services Agreement attached as this Premium Billing Election form is part of the Premium Billing Services Agreement.) By selecting this option, you are certifying that you are subject to COBRA.
 - would like Univera to administer the billing and premium collection for New York state continuation coverage provisions for eligible subscribers. (If you select this option, you must sign the Premium Billing Services Agreement attached as this Premium Billing Election Form is part of the Premium Billing Services Agreement.) By selecting this option, you are certifying that you are subject to the New York state continuation coverage rules.
 - prefers to self-administer the billing and collection of premiums and remit such payments directly to Univera for subscribers that elect to continue coverage under COBRA. (If you select this option, you must sign the Premium Billing Services Agreement attached as this Premium Billing Election Form is part of the Premium Billing Services Agreement.) By selecting this option, you are certifying that you are subject to COBRA.
 - prefers to self-administer the billing and collection of premiums and remit such payments directly to Univera for subscribers that elect to continue coverage under New York state continuation of coverage provisions, as applicable. (If you select this option, you must sign the Premium Billing Services Agreement attached as this Premium Billing Election Form is part of the Premium Billing Services Agreement.) By selecting this option, you are certifying that you are subject to the New York state continuation coverage rules.
 - declines any continuation coverage services offered by Univera.

2. Group Name: _____

3. Billing Address (Group Bill Only) _____

4. Name of Plan* subject to the election in 1 above: _____

Signature: _____ Title: _____

Group Number: _____ Telephone: _____

*The election in 1 above will only apply to the Plan identified on this line. Accordingly, care should be taken in identifying the name of the Plan that is subject to this election.

PREMIUM BILLING SERVICES AGREEMENT

This Premium Billing Services Agreement (the "Agreement") between Excellus Health Plan, Inc. doing business as Univera Healthcare ("Univera"), a New York Corporation with its principal place of business located at 205 Park Club Lane, Amherst, NY 14226 and _____ ("Employer"), with its principal place of business located at _____, sets forth the basis on which Univera agrees to provide certain billing services on Employer's behalf and is effective __/__/____(the "Effective Date").

In consideration of the mutual covenants contained herein, the Employer and Univera agree as follows.

1. Purpose. The Employer wishes to obtain, and Univera wishes to provide, billing services to assist the Employer in collecting premium contribution payments from qualified beneficiaries covered under the Employer-sponsored group health plan identified on the Premium Billing Election Form (the "Plan") through the Consolidated Omnibus Reconciliation Act of 1985, as amended ("COBRA") or the applicable New York state group health continuation coverage laws, as applicable and as specified on the Premium Billing Election Form (collectively referred to as "Continuation Coverage").

2. Effective Date. Univera shall provide to the Employer the premium billing services specified in this Agreement as of the Effective Date. [As used in this Agreement, a "Billing Period" shall mean the cycle for which Univera will bill employees/retirees for payments due under the Plan. [The Billing Period shall be [each calendar month] [SPECIFY OTHER PERIOD AND REVISE AS NECESSARY].] [If the Effective Date does not begin on the first day of the Billing Period, the initial Billing Period shall include the period from the Effective Date through the end of that initial Billing Period. By way of example only, if the Effective Date is January 15, 2023, and the Billing Period is the calendar month, the first Billing Period shall be a short Billing Period from January 15, 2023 to January 31, 2023.]]

3. Duties of Employer.

(a) (i) At least 15 business days prior to the [initial Billing Period] [Effective Date of this Agreement], Employer shall provide Univera with a written list, in a format acceptable to Univera, of the names, addresses, identification numbers, date of entitlement to Continuation Coverage and when the Continuation Coverage is scheduled to end, amount to be billed to a qualified beneficiary, and other information reasonably requested by Univera with respect to all qualified beneficiaries to be covered under the Plan (pursuant to Continuation Coverage) [for the first Billing Period][as of the Effective Date].

(ii) In addition, no later than seven days after a participant is initially eligible to make an election for Continuation Coverage, Employer shall (with respect to that participant) provide Univera with a written list, in a format acceptable to Univera, of the names, addresses, identification numbers, date of entitlement to Continuation Coverage and when the Continuation Coverage is scheduled to end, amount to be billed to the participant and each other qualified beneficiary, and other information reasonably requested by Univera with respect to all qualified beneficiaries to be covered under the Plan.

(iii) In addition, at least fifteen (15) business days prior to the beginning of each [calendar month][Billing Period][OR SPECIFY OTHER PERIOD] for so long as this Agreement remains in effect, the Employer shall notify Univera in writing of additions, deletions and changes to such information required in 3(a)(i) or 3(a)(ii) above (including but not limited to any change to the amount

to be billed or change to the end of the Continuation Coverage period for a qualified beneficiary) for the next [calendar month][Billing Period][OR SPECIFY OTHER PERIOD]. Unless notified in writing by the Employer (or a qualified beneficiary's file is closed pursuant to Section 4(a)), Univera shall continue to bill each qualified beneficiary on the written lists through the scheduled end of the Continuation Coverage period. In no event shall Univera have any liability for any billing that is based on the information provided by Employer.

(b) The Employer shall provide Univera with all information reasonably requested by Univera to perform Continuation Coverage billing services pursuant to this Agreement.

(c) The Employer shall be solely responsible for complying with applicable law as it relates to Continuation Coverage (and the Plan) and determining all matters concerning the eligibility of qualified beneficiaries to be covered under the Plan, to elect Continuation Coverage and to continue Continuation Coverage.

(d) The Employer shall be solely responsible for complying with all notice requirements and election procedures under Continuation Coverage provisions, and for determining the Continuation Coverage premium and who is eligible for Continuation Coverage under the Plan.

For purposes of clarity and without limiting the foregoing, Employer (and not Univera) shall be solely responsible for providing (and collecting, as applicable) all required Continuation Coverage notices and election forms, determining the Continuation Coverage premium and making all determinations regarding a qualified beneficiary's entitlement to Continuation Coverage. Employer (and not Univera) shall be responsible for retaining all records to demonstrate Employer's compliance with provisions of applicable law as it relates to Continuation Coverage. Univera's duties are limited solely to billing services as set forth in Section 4 (and such billing services shall be based solely on the information provided by Employer). Univera shall not take any action under this Agreement other than those services specified in Section 4. For purposes of clarity and without limiting the generality of the foregoing, Univera shall not prepare, review, deliver, collect, retain or otherwise advise on any Continuation Coverage notice, election form, or election procedures. Further Univera shall not advise on or make any determination as to any qualified beneficiary's potential or continued entitlement to Continuation Coverage.

4. Billing Services to be Provided by Univera.

(a) Univera will collect all premium payments due from each qualified beneficiary (for whom the Employer has provided notice of entitlement to Continuation Coverage for a Billing Period), plus a 2% administrative fee. If the first premium payment is not received within forty-five (45) days from the date of the qualified beneficiary's initial election (such date to be furnished to Univera by the Employer), Univera will close the qualified beneficiary's file. If the first premium payment is received within forty-five (45) days from the date of the initial election, Univera will establish a billing schedule for the qualified beneficiary that will be maintained for the duration of the qualified beneficiary's continuation coverage. The coupon book provided to a qualified beneficiary by Univera will specify the premium owed and the due date. If any Continuation Coverage payment (including the first premium payment) is not made by the required due date (including any applicable grace period), Univera shall notify the qualified beneficiary of the cancellation/termination of coverage (and any conversion rights, if applicable) and close the qualified beneficiary's file and notify Employer in accordance with Section 5. Univera shall not be responsible for notifying any qualified beneficiary of any late or missing payment.

Univera shall have no further obligation under this Agreement with respect to any qualified beneficiary whose file has been closed and nothing in this Agreement is intended to impose any such obligation on Univera.

(b) For Plans that are subject to ERISA, ERISA may require that employee contributions to an employer-sponsored group health plan, including amounts paid for continuation coverage, be held in a trust. The Employer acknowledges that Univera has advised Employer that it should consult with Employer's own legal counsel about whether a trust must be established to hold amounts paid by qualified beneficiaries for continuation coverage. The Employer acknowledges that the Employer is solely responsible for determining whether the ERISA trust requirement applies and, if it does, complying with it.

(c) All premium administrative fees collected by Univera shall be retained by Univera.

Univera shall hold in trust for the Employer, and shall forward to the Employer or the Employer's designee, on [a bi-weekly basis][OR SPECIFY OTHER TIME PERIOD], all premium payments (less the 2% administrative fee) received from the Employer's qualified beneficiaries, along with any interest accruing on such premium payments and such other information as shall be required under this Agreement. The Employer will then pay directly to the insurance carrier(s) all premium payments due for the coverage of its qualified beneficiaries and reconcile with the carrier(s). (*If no selection is made this box will be deemed to apply.*)

Univera will pay directly to the insurance carrier(s) on [a monthly basis][OR SPECIFY OTHER PERIOD] (or as otherwise directed in writing by Employer) all premium payments (less the 2% administrative fee) received from the Employer's qualified beneficiaries, along with such other information as shall be required under this Agreement and reconcile with the carrier(s). At the same time, Univera shall transmit to the Employer all interest (if any) accruing on such premium payments.

(d) Univera shall have no responsibility for providing billing services with respect to qualified beneficiaries not identified by the Employer pursuant to paragraph 3(a).

5. Reports. Univera shall make reports available to the Employer [monthly][OR SPECIFY OTHER PERIOD], listing all premium contribution payments received from qualified beneficiaries during the preceding [month][OR SPECIFY OTHER PERIOD] and all premium contribution payments scheduled to be made during the preceding [month][OR SPECIFY OTHER PERIOD] by qualified beneficiaries but not actually paid. Univera shall not be responsible for notifying any qualified beneficiary of any late or missing payment.

6. Custom Forms. Correspondence, reports and other documents to be produced by Univera under this Agreement shall be Univera's standard forms. In the event that the Employer requests customized documents, the Employer shall pay Univera an additional fee, at Univera's then-current rates for such customized documents.

7. Custody and Remittance of Premium Contribution Payments.

(a) As specified in (4)(c) above, Univera or the Employer shall pay directly to any insurance carrier(s) issuing coverage under the Plans all premium payments due for coverage of qualified beneficiaries. Except to the extent specified in 4(a) or 4(c) above (if applicable), Univera shall not interact with the insurance carrier(s) or with any third party on behalf of the Employer. Notwithstanding anything in this Agreement to the contrary, in no case shall Univera's assets be used to pay any Plan or Continuation Coverage premiums or for any other purpose with respect to the Plan.

(b) If permitted by the terms of the applicable Plan, in the event that a qualified beneficiary cancels coverage after remitting a premium contribution payment for the applicable period to which the payment relates (e.g., a qualified beneficiary cancels coverage on March 15 and has paid for Continuation Coverage for all of March, etc.), the Employer shall be solely responsible for any refund to which the qualified beneficiary is entitled. Notwithstanding a qualified beneficiary's cancellation of coverage, Univera shall remit premium contributions collected from such qualified beneficiary.

8. Limitation of Responsibilities.

(a) Univera shall perform only Continuation Coverage billing services under this Agreement and only with respect to those qualified beneficiaries for whom the Employer has provided written notice to Univera in accordance with Section 3. Univera shall have no responsibility or liability for (i) the Employer's failure to provide Univera notice of any qualified beneficiary's entitlement to Continuation Coverage, (ii) the Employer's failure to update (or timely to update) the information provided to Univera under Section 3(a), (iii) the Employer's determination whether an individual is entitled to coverage under the Plan or entitled to Continuation Coverage, (iv) the extent of the benefits payable with respect to a covered individual or (v) any qualified beneficiary's failure to timely pay to Univera any Continuation Coverage premiums. Nothing in this Agreement shall confer any responsibility upon Univera for Continuation Coverage billing obligations in existence prior to the Effective Date or following termination of this Agreement. The Employer shall retain full responsibility and liability for any obligation or requirement involving the Plan and Continuation Coverage that is not explicitly delegated to Univera under this Agreement. Without limiting the foregoing, Univera shall (i) have no discretion to interpret, construe or modify the terms of the Plan, (ii) not administer claims under the Plan, (iii) not determine whether any participant or beneficiary under the Plan is a qualified beneficiary or (iv) not determine whether any participant or beneficiary under the Plan is entitled to elect, continue or extend Continuation Coverage. The Employer shall defend with competent counsel, indemnify and hold Univera harmless from and against any and all damages, liabilities, losses, costs, claims, penalties and expenses (including reasonable attorneys' fees) arising in any respect out of this Agreement or the Employer's sponsorship in or operation with the Plan.

(b) Univera shall not be obligated to take any actions to collect delinquent payments from any qualified beneficiary. Univera shall provide only premium billing services pursuant to this Agreement and shall not provide debt collection services of any nature arising out of a qualified beneficiary's coverage under the Plan.

(c) In the event that the Employer elects to terminate a qualified beneficiary's coverage under the Plan due to the qualified beneficiary's failure to make payments to Univera or for any other reason, the Employer shall be responsible for taking any actions necessary to effectuate the termination, including but not limited to appropriate notification to Univera and/or the qualified

beneficiary. Univera shall not be obligated to take any action, and shall have no responsibility, in connection with the termination.

9. Fees; Payment.

(a) As consideration for the performance of administrative services by Univera under this Agreement, Univera shall retain the 2% administrative fee as specified in Section (4)(c) of this Agreement. As of the Effective Date, Univera does not intend to charge Employer separately for the services covered under this Agreement. Univera may modify its fees, effective at the beginning of any Billing Period, upon sixty (60) days' prior written notice to the Employer.

(b) In the event that Employer requests administrative services not described in this Agreement and Univera agrees to provide such services, Univera may condition its performance of such additional services on Employer's written agreement to the payment of fees for such services to Univera. Absent such written agreement, Univera shall not be required to perform such additional services.

10. HIPAA Obligations. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, including regulations issued thereunder. Univera acknowledges that if it is a business associate (as defined in 45 Code of Federal Regulations (CFR) §160-103 of the Employer and, as such, is required to provide assurances that it will comply with the same privacy and security safeguard obligations that apply to the Employer with respect to protected health information. Therefore, in addition to the above, Univera agrees to enter into a separate written agreement obligating it to comply with such privacy and security safeguard obligations, and to amend such separate agreement as necessary or advisable from time to time to comply with and reflect current or future legislation, regulations or rules relating to HIPAA. If the Employer and Univera fail to agree on terms of said agreement then, notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately upon written notification to the other party without penalty or additional charges for termination.

11. Termination

(a) This Agreement may be terminated by either party upon at least sixty (60) days' prior written notice to the other party.

(b) Either party may terminate this Agreement immediately under section 10 or in the event that the other party becomes insolvent, or the subject of bankruptcy, receivership, reorganization, dissolution, liquidation or other similar proceedings.

(c) This Agreement may be terminated upon mutual written agreement of the parties.

12. Notices. All notices and other communications required or permitted under this Agreement from one party to the other shall be in writing and shall be deemed received when delivered in person or within three (3) business days of being sent via certified mail, return receipt requested, postage prepaid, or via overnight courier, and addressed as follows:

If to Univera Healthcare: 205 Park Club Lane Amherst, NY 14226
Attn: President

If to the Employer: _____

13. Entire Agreement; Amendments. This Agreement sets forth the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements, understandings, or representations, whether written or oral, by either party. This Agreement may only be modified or amended by a further written document signed by both parties.

14. Applicable Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. Venue of any action or proceeding arising out of this Agreement shall be in a state or federal court of competent jurisdiction located within the county of Erie, State of New York.

15. Severability. In the event that any term or provision of this Agreement shall be deemed by a court or governmental agency of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions shall continue in full force and effect, unless to do so would clearly contravene the present valid and legal material intent of the parties.

16. Assignment and Delegation. Neither party may assign this Agreement, without the prior written consent of the other party, and any purported assignment without such consent shall be null, void, and unenforceable. Notwithstanding the preceding sentence, the services to be performed by Univera under this Agreement may, at Univera's discretion, be performed by a third-party subcontractor, but Univera shall in any event remain responsible for the performance of its duties under this Agreement.

17. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

The parties' assent to this Agreement is confirmed by the following signatures:

Univera Healthcare

By:



Name: Pamela Pawenski

Title: Regional Vice President Sales WNY

Date: _____

Employer:

By: _____

Name: _____

Title: _____

Date: _____