



## **General Terms and Conditions of Service FSA**

### **Terms and Conditions of Service**

1. Term: 1 Year unless specific rate guarantee
2. General Terms and Conditions of Service: You are purchasing the service(s) from BBPadmin, in doing so, acknowledge and agree to BBPadmin's General Terms and Conditions of Service that are found below. Either party may terminate a service without cause at any time.
3. Fees: Client shall pay all Fees via direct deposit initiated by BBPadmin. All payments will be pulled within the first 5 days of the month. If pre-negotiated the client can pay by check and all payments are due net 30 days from the date of the invoice.
4. Service Charge: A service charge of 2% per month shall be applied to any overdue amounts.
5. Annual Service Increase: Your fee rate is fixed for the initial term of one year, and is subject to a 3% increase upon each subsequent renewal period.

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### **I. Client's Responsibilities**

You are the plan administrator and the claims fiduciary as described under ERISA and the Internal Revenue Code. As such, only you have the power to waive, alter, breach or modify any of the terms and conditions of the health reimbursement arrangement plan ("Plan"), and you exercise all discretion, control or authority with respect to the disposition of the available benefits. As such, you shall:

- a. Ensure that the summary plan descriptions, plan documents and any other documentation relating to the Plan are appropriately completed, are in compliance with FSA requirements and all applicable law, and are appropriately and timely adopted.
- b. Provide us with a complete copy of all summary plan descriptions and plan documents for our reference in connection with the provision of Services.
- c. Distribute summary plan descriptions, summaries of material modifications and any other plan documentation to participants on a timely basis.
- d. Determine which individuals are eligible to participate in your Plan and provide us with accurate and complete initial enrollment and eligibility data in the prescribed electronic data file format.
- e. Provide accurate and timely changes to participant enrollment and eligibility data, including, but not limited to, information that modifies a participant's eligibility, status or election under the Plan, leaves of absence and terminations, in the prescribed electronic data file format.
- f. Ensure that your medical plan carriers and/or payroll data processor provide timely, accurate and complete data files in the prescribed electronic data file format and method specified by us.

- g. Correct all errors in any data, files or other materials provided to us by you or on your behalf by your third party service providers (e.g., carriers). We do not audit data, files or other information provided by you or your third party service providers.
- h. Execute a Funding Agreement and provide all funding required to cover all payments (e.g., FSA claim reimbursements, payment requests and card transactions) made under the Plan in accordance with the Funding Agreement. We shall not be obligated to issue any payments in the absence of an executed Funding Agreement. You have the sole responsibility and obligation to provide us with all required funding.
- i. Timely pay all service fees.
- j. Provide Participants with any required information if you elect to offer Run-Out under your Plan. "Run-Out" is the period after the close of a Plan year during which a participant may submit claims for eligible expenses incurred during the immediately preceding Plan year.
- k. As claims fiduciary, process the second level and/or any final appeal of any claim for benefits.
- l. Manage access to the employer portal of our website by your personnel based upon your internal confidentiality and HIPAA privacy policies and procedures.
- m. Comply with all applicable laws (e.g., HIPAA, COBRA and ERISA) with respect to your Plan and make any required filings with the appropriate governmental agencies, including the DOL and the IRS.

## II. BBPadmin's Responsibilities

We have been engaged by you to provide certain administration Services in connection with your Plan(s). Accordingly, you have authorized us to use our standard procedures for the provision of Services that have been designed to ensure that the administration of your Plan is in compliance with ERISA and all other applicable regulations. We shall provide our Services in accordance with the framework of policies, interpretations, rules, practices and procedures as set forth in the Plan documents, and as otherwise mutually agreed upon or as directed by you. We shall:

- a. If applicable, provide template summary plan descriptions and plan documents for your review, completion and adoption.
- b. Provide you with a set of electronic file specifications for the delivery of data to us.
- c. Process initial and ongoing enrollment and eligibility data files submitted by you in the prescribed electronic data file format.
- d. Process enrollment data and benefit elections submitted by participants directly through proper methods (e.g., our website).
- e. Process data files received from your medical plan carriers and/or payroll data processor in the format and method specified by us.
- f. Administer all funding provided you pursuant to the terms of the Funding Agreement.
- g. Process claims received from participants.
- h. Process the first appeal of a claim.
- i. Issue payments via the following methods:
  - o Bill Payments Services - We issue payments for FSA-eligible expenses on behalf of a participant through either check or other electronic fund transfer directly to the health care or dependent care provider.
  - o Reimbursement Services - We issue a reimbursement payment for FSA-eligible expenses through either check or direct deposit to the participant.
  - o Card Payment Processing – We process card transactions and authorize payments made directly to approved payees (e.g., health care providers, drugstores or qualifying merchants) via the card.
- j. Administer Run-out, if applicable, subject to ongoing payment of service fees.

- k. Provide you with access to our website where you may:
  - o View and download standard reports (e.g., summary of expenditures claimed by participants, the total number of participants in the Plan, the total amount of benefits paid or reimbursed for each FSA).
  - o View individual participant FSA transactions.
  - o Access our online communications gateway and download standard electronic communication material at no additional charge. Customized items may be provided for an additional fee, plus charges for applicable bulk sales, taxes, shipping and handling.
- l. Provide you with a client services representative to answer phone or email inquiries by your staff regarding any service matters during the period of 8:30 a.m. (CST) to 5:00 p.m. (CST), Monday through Friday, excluding holidays and other non-business days.
- m. Provide customer service representatives who are available to answer participant phone calls during the period of :30 a.m. (CST) to 5:00 p.m. (CST), Monday through Friday, excluding holidays and other non-business days.
- n. Provide participants with 24/7 access (excluding scheduled maintenance) to our website and our mobile system, where participants can access information regarding their FSAs.
- o. Participate in enrollment meetings and benefits fairs for an additional charge.