BenefitHelp SOLUTIONS

BEND CHAMBER

Bend Chamber of Commerce

COBRA Administration Guide

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BenefitHelp SOLUTIONS BEND CHAMBER

Introduction

COBRA Administration for Bend Chamber of Commerce plans

BenefitHelp Solutions is the COBRA third-party administrator for the Bend Chamber of Commerce. Employers offering Bend Chamber of Commerce plans qualify for complimentary COBRA administration through the Chamber. Bend Chamber of Commerce health plans are considered large groups, regardless of size of participating employers, and are subject to federal COBRA requirements.

BenefitHelp Solutions is pleased to provide COBRA administration for current and former members of your group health plans. We are here to assist you with COBRA administration and ensure that you, as the employer, remain compliant with federal law. Since 1994, BenefitHelp Solutions has taken pride in offering accurate, timely and friendly service, supported by our extensive experience and dedication to customer service.

What is COBRA?

The Consolidated Omnibus Budget Reconciliation Act (COBRA) allows workers and their families who lose their health benefits to choose continuation of group health benefits for a limited period under specific circumstances, such as:

- Voluntary or involuntary job loss
- Reduction in work hours
- Job transitions
- Death of the covered employee
- Divorce and other qualifying events

Qualified individuals are typically required to pay the entire premium for coverage, up to 102% of the plan's cost.

COBRA generally applies to group health plans sponsored by employers with 20 or more employees in the prior year. These plans offer employees and their families a temporary extension of health coverage (continuation coverage) in situations where their coverage would otherwise end.

COBRA also outlines how employees and family members may elect continuation coverage. Additionally, it requires employers and plans to provide notice of these rights.

Signing up for COBRA administration through the Chamber

To receive complimentary COBRA administration services through the Bend Chamber of Commerce, **you must opt in** by completing the Bend Chamber of Commerce COBRA intake packet. Once completed, return all documents to Johnson Benefit Planning via email at JBPadmin@johnsonbenefitplanning.com. Johnson Benefit Planning will forward the completed COBRA intake packet to BenefitHelp Solutions for processing.

The COBRA intake packet is included in the appendix section of this guide. You can also request an intake packet by contacting JBPadmin@johnsonbenefitplanning.com or bcocsales&service@benefithelpsolutions.com.

The intake packet includes the following required documents:

- ☐ Bend Chamber of Commerce COBRA Worksheet
- ☐ COBRA Administrative Agreement
- ☐ Business Associate Agreement
- ☐ ACH form (required for current and future COBRA subsidy payments, if applicable)

COBRA administration for plans outside of the Bend Chamber of Commerce

Employers offering plans through the Bend Chamber of Commerce who opt into complimentary COBRA administration through the Chamber can also have BenefitHelp Solutions administer COBRA for additional qualifying plans outside the Bend Chamber. This applies only if the employer and the outside plans meet federal COBRA administration requirements. **BenefitHelp Solutions does not provide state continuation administration.**

Adding additional COBRA-qualifying plans

To include additional COBRA-qualifying plans:

- Complete **Section 4** of the Bend Chamber of Commerce COBRA worksheet when initially signing up for COBRA administration through the Chamber
- Or, complete the **BCOC COBRA Outside Line Form** (see Appendix) if adding outside plans after COBRA administration with BenefitHelp Solutions is already in place

Employer responsibilities

Employers must notify each insurance carrier outside of the Chamber that BenefitHelp Solutions is their COBRA administrator. This includes informing carriers that all COBRA enrollments and terminations will be managed by BenefitHelp Solutions. Additionally, employers should ensure that carriers review emailed notifications and monthly COBRA carrier reports from BenefitHelp Solutions to confirm timely processing of enrollments and terminations.

What is included

BenefitHelp Solutions provides the following services as part of COBRA administration:

1. **Group and plan information setup**

   BenefitHelp Solutions configures all COBRA plans and rates upon receiving the completed COBRA intake packet. Plan and rate information for Bend Chamber Association plans is obtained directly from the carriers.

2. **Takeover notices for current continuants**

   BenefitHelp Solutions notifies current COBRA continuants of its role as the administrator and provides them takeover notices along with monthly premium coupons for remittance.

3. **Enrollments and updates**
   - Only eligible employees can enroll in COBRA
   - When a Qualified Beneficiary (QB) elects COBRA and makes their premium payment, coverage is reinstated with the appropriate carriers
   - Carriers are notified of enrollments only after premium payments are received

4. **Premium administration for QBs**
   - Premium coupon booklets are provided with election forms, along with an option to set up EFT payments
   - BenefitHelp Solutions collects premiums and manages timelines for late payment reminders, short payment notices, open enrollment changes, rate adjustments and terminations due to non-payment
   - Collected premiums are remitted directly to the carriers for Bend Chamber Association plans by the **10th of the month** (or the next business day). For plans outside of the Chamber, premiums are sent to the carriers or the group based on the employer's preference

5. **Required COBRA notices correspondence**

   BenefitHelp Solutions handles the following:

   - General Notices for newly enrolled employees and dependents (optional service)
   - Qualifying Event Notices for all QBs
   - Personalized open enrollment letters and packets
   - Premium Shortfall Notifications
   - Rate Change Notifications
   - Notices of Right to Convert to an Individual Plan (sent 6 months before COBRA coverage ends)
   - Termination Notices
   - Medicare Overage letters
   - Notices of COBRA ineligibility

6. **Carrier notices**

   BenefitHelp Solutions sends automated notices to carriers for enrollment, eligibility updates and terminations.

7. **Online self-service portals**

   BenefitHelp Solutions provides self-service portals for employers, brokers and COBRA members.

Implementation process and timeline

To begin COBRA administration, BenefitHelp Solutions requires a completed intake packet. The process is as follows:

Step 1: Intake packet submission	Step 2: Plan configuration	Step 3: Welcome email and system access	Step 4: Current continuants transition
• Submit the completed intake packet to BenefitHelp Solutions • BenefitHelp Solutions receives plan and rate information for Bend Chamber Association plans from Moda Health, Kaiser and Delta Dental via monthly reports on the 25th of each month	Employers' plans and rates are configured by the 1st of the following month or by the employer's effective date, whichever comes first	• Once plans are configured in the COBRA system, BenefitHelp Solutions sends a welcome email to the employer and their broker, confirming setup completion • Employers receive a system-generated login notice with instructions for establishing an online employer portal account	BenefitHelp Solutions loads any current COBRA continuants into its system and sends them takeover notices with instructions for remitting premiums

COBRA Employer Portal access

The BenefitHelp Solutions COBRA Employer Portal is an intuitive self-service tool that allows employers to quickly and easily access information regarding their plans and members.

Key features of the portal:

- Add new employees and qualified beneficiaries
- View member-level data

- Run and view reports
- Access plan information
- Review communications

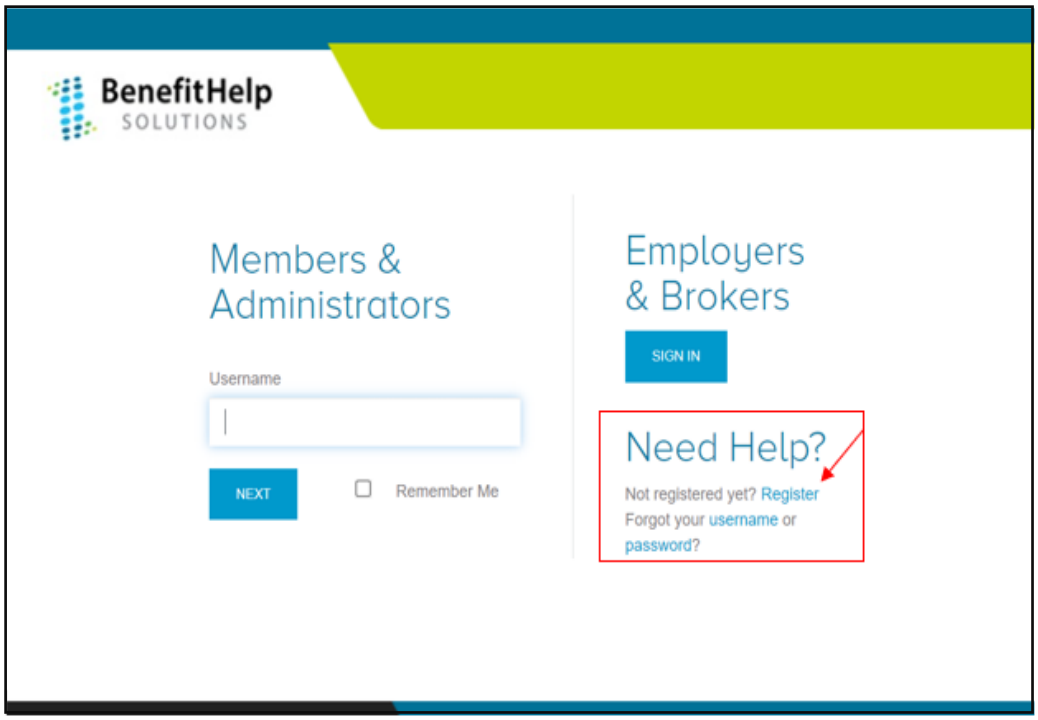
For step-by-step navigation instructions, please reference our COBRAPoint Employer Portal guide or email bcocsales&service@benefithelpsolutions.com to schedule a demonstration.

Login instructions:

1. **Initial setup:**
   - Upon setup, you will receive a New Client Login notice via automated email. This email will contain a registration code
   - If you cannot locate the notice, request a copy from bcocsales&service@benefithelpsolutions.com

2. **Register as a new user:**
   - Visit the COBRA Employer Portal
   - Select **Register**
   - Enter your registration code and company EIN, then create a password

3. **Access your account:**
   - After creating a password, you will be automatically directed to your home page
   - For future logins, select **SIGN IN** under the Employers and Brokers section and enter your username and password on the secondary login page



New hire/General Rights Notice

Health plans subject to COBRA must provide each employee and their spouse a General Rights Notice describing their COBRA rights within the first 90 days of coverage. Many employers include this notice in their new hire paperwork.

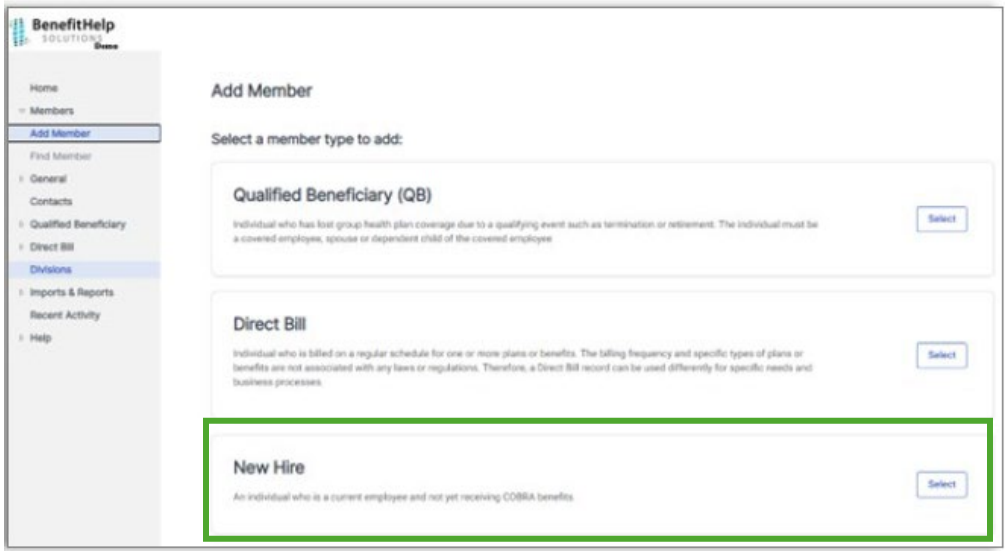
BenefitHelp Solutions can:

- Provide a copy of this notice for employers to distribute
- Mail the notices directly to new hires upon request (optional service)

Reporting new hires to BenefitHelp Solutions

Employers who want BenefitHelp Solutions to mail notices to new hires can report new hires using the following methods:

1. **Reporting new hires via the Employer Portal**



The most efficient and preferred method is through their online employer portal.
To enter a new hire:

1. Select the **Add Member** option from the Home page or the Members menu.
2. Choose the member type **New Hire** and click **Next**.
3. Complete all required fields (marked with a red asterisk) and click **Next**.
4. Click **Save and Continue** to finalize the new hire information.

The system will generate the appropriate notification letter, which is automatically sent to BenefitHelp Solutions for printing and mailing.

2. **Reporting new hires via a form**
   - Complete the **BCOC New Hire Notice Request Form** (see Appendix for a copy)
   - Securely email the form to BHSCobraBCOC@benefithelpsolutions.com

COBRA Qualifying Events Information

Qualifying events

A COBRA qualifying event is an occurrence that causes an employee to lose group health coverage. The qualifying event determines who becomes a qualified beneficiary. Please note that a family status change, allowing an employee to voluntarily remove a dependent, does not necessarily constitute a qualifying event.

Common COBRA qualifying events:

- **Reduction in hours:** The employee and all dependents become qualified beneficiaries if coverage is lost due to a reduction in the employee's work hours

- **Termination (excluding gross misconduct):** The employee and dependents become qualified beneficiaries if coverage is lost due to termination for reasons other than gross misconduct

- **Death of the employee:** The spouse and dependent children of the deceased employee become qualified beneficiaries

- **Divorce or legal separation:** The spouse and stepchildren on the plan become qualified beneficiaries if coverage is lost due to divorce or legal separation. Biological or adoptive children typically retain coverage

Medicare entitlement:

The spouse and dependent children lose coverage and become qualified beneficiaries if the employee becomes entitled to Medicare (Part A, Part B or both).

- **Loss of dependent status:** A dependent child loses coverage and becomes a qualified beneficiary if they no longer meet the eligibility requirements defined by the plan

Reporting qualifying events (QE) to BenefitHelp Solutions

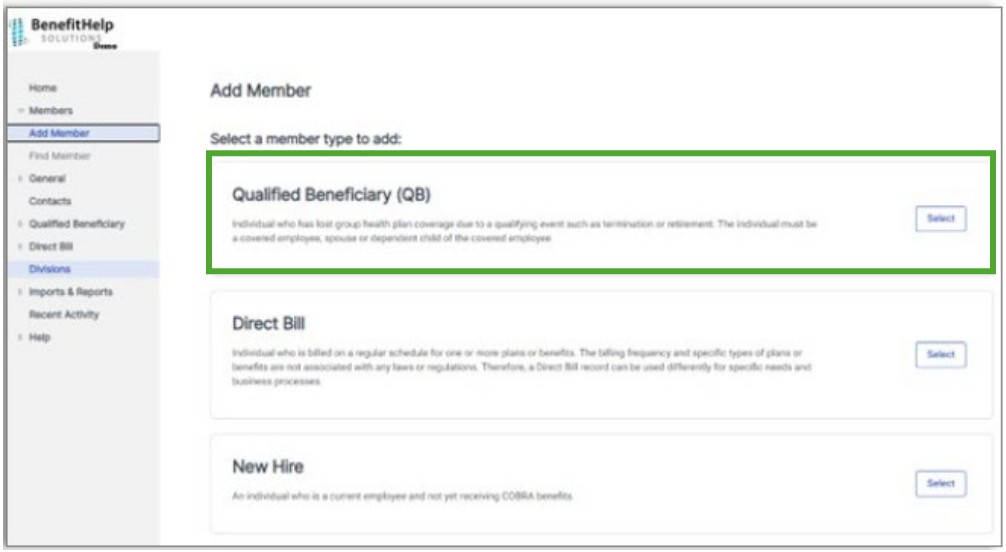
Employers must notify BenefitHelp Solutions of a qualifying event (QE) within 30 days. Upon notification, BenefitHelp Solutions generates a custom QE packet, which includes:

- A COBRA-specific rights notice
- A brief explanation of BenefitHelp Solutions services
- Plan option and rate information
- A COBRA election form with submission instructions
- Key timelines and other relevant COBRA details

This packet is mailed within 14 days of receipt of the QE to comply with federal regulations.

Options for reporting qualifying events:

1. Reporting QEs via the Employer Portal



The most efficient method is through the online employer portal. To report a QE:

1. Select the **Add Member** option from the Home page or Members menu.
2. Choose the member type **Qualified Beneficiary** and click **Next.**
3. Complete all required fields (marked with a red asterisk) and click **Next**.
4. Click **Save and Continue** to finalize QE information.

The system generates the notification letter, which is automatically sent to BenefitHelp Solutions for printing and mailing.

2. Reporting QEs via a form

- Complete the **BCOC COBRA Qualifying Event Request Form** (see Appendix for a copy)
- Ensure the **full plan name for all COBRA-eligible plans** is listed

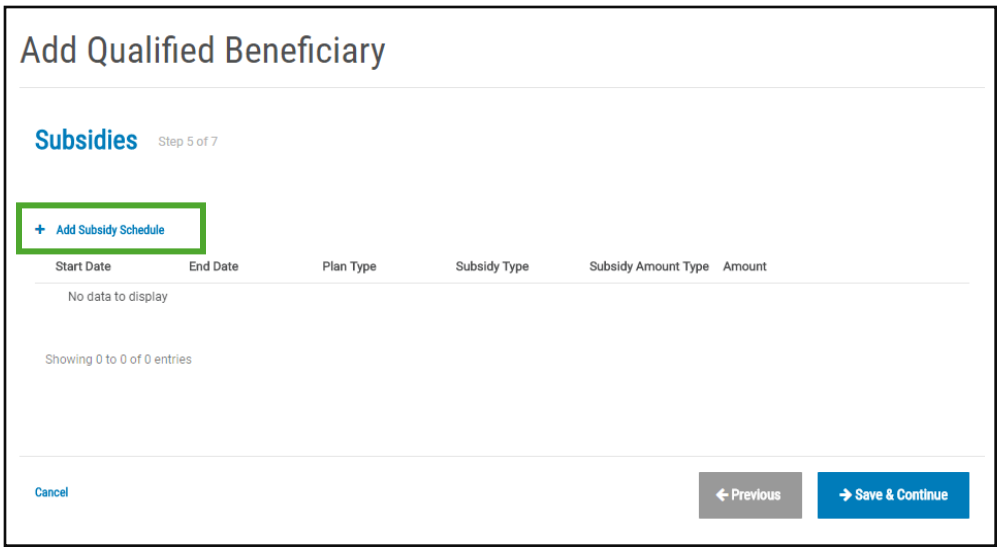
Securely email the form to BHSCobraBCOC@benefithelpsolutions.com

Subsidies

If an employer chooses to subsidize COBRA premiums for a COBRA continuant, BenefitHelp Solutions can manage this subsidy as either a specific dollar amount or a percentage of the premiums.

Notifying BenefitHelp Solutions of a subsidy

Employers can enter subsidy information via the online employer portal during the process of adding a Qualified Beneficiary (QB).



Steps to enter a subsidy:

1. Select **Add Subsidy Schedule** in the portal.
2. Complete the following fields in the **Add Subsidy Schedule** dialog:

Field	Description
Subsidy Schedule Start/End	• Define the date rage for the subsidy • Use the first and last days of the applicable months for accurate system processing
Subsidy Schedule Type	Default type is **Employer Subsidy**
Plan Type	Select the applicable plan being subsidized
Subsidy Schedule Amount Type	Choose **Flat Amount** or **Percentage**, then enter the respective value

3. Click **Add** to save the subsidy schedule.
4. Click **Save & Continue** to finalize the process.

BenefitHelp Solutions subsidy billing process

1. Once notified of a subsidy, BenefitHelp Solutions sends a subsidy notice to the COBRA Qualified Beneficiary (QB).
2. Upon enrollment in COBRA, BenefitHelp Solutions notifies the carriers to enroll the QB and sends subsidized premium payments to the carriers by the 10th of each month.
3. Employers receive a monthly invoice via secure email by the 10th of the month. BenefitHelp Solutions initiates an ACH pull within 3-5 business days.

Important notes:

- Employers **should not** pay subsidized premiums directly to the carriers or remit payment to BenefitHelp Solutions without an invoice
- Depending on when the subsidy was entered into the system, the first invoice may not be sent until the 10th of the following month

COBRA enrollment

Enrollment process

When BenefitHelp Solutions receives an enrollment form from a Qualified Beneficiary (QB):

1. The QB's election is recorded in our system, and dependent information is entered or updated.
2. Upon receipt of the full premium payment, BenefitHelp Solutions notifies the applicable carrier(s) to reinstate coverage.
   - Most carrier updates are managed through automated notices or data file feeds
   - Some updates may be processed through carrier websites or eligibility vendor platforms
3. BenefitHelp Solutions generates and sends an **Enrollment Confirmation Letter** to the QB.
   - If payment is outstanding, the QB is notified of the required amount to reinstate coverage
   - Payment coupons are included with the letter for future premium remittance
4. For updates such as adding dependents due to birth, adoption or marriage, BenefitHelp Solutions:
   - Updates the system with the new information
   - Sends revised rates and coupons
   - Notifies carriers of the changes

Premium payments and remittance

Key information for premium payments

- **Payment methods:**
  - BenefitHelp Solutions provides premium coupon booklets and an EFT setup form with election packets
  - Members can also set up EFT payments through their online member portal
- **Payment due dates:**
  - Premiums are due on the 1st of each month, with a 30-day grace period as required by federal COBRA regulations
- **First payment requirement:**
  - Members must pay for their first month's premium before BenefitHelp Solutions notifies carriers to enroll them in COBRA

- **Late payments:**
    - BenefitHelp Solutions closely monitors payment postmark dates and COBRA grace periods
    - In cases of insignificant short payments, BenefitHelp Solutions extends payment due date per COBRA regulations
- **Employer-received payments:**
    - If an employer receives premium payment from a current COBRA member, they must forward it to BenefitHelp Solutions

Premium remittance by BenefitHelp Solutions

- Premiums collected for full months of coverage are remitted to carriers monthly
- Remittance is based on **actual premium collected, not carrier invoices**
    - Employers should review carrier invoices to ensure they are not billed or paying COBRA premiums if BenefitHelp Solutions is handling remittance
- Payments for Bend Chamber of Commerce plans are sent to carriers by the 10th of each month (or next business day if the 10th falls on a weekend or holiday)
- For plans outside the Chamber, remittance is sent to the carrier or group, depending on employer preferences

Termination of COBRA

Termination scenarios

Voluntary termination:

- If a Qualified Beneficiary (QB) requests to terminate COBRA coverage before the end of their maximum coverage period, BenefitHelp Solutions generates a confirmation letter
- Carriers are notified within two business days

Non-payment:

- If a QB fails to make timely payments, COBRA coverage is terminated retroactively to the last full month for which premium payment was received
- A confirmation letter is sent to notify the QB of the termination due to non-payment

End of maximum coverage period:

- Approximately 90 days before COBRA coverage ends, BenefitHelp Solutions sends a letter informing the QB of the termination date and any conversion rights (if applicable)
- Upon reaching the maximum coverage period, a final termination letter is sent to the QB

Renewal process

BenefitHelp Solutions automatically renews Bend Chamber of Commerce plans and rates, requiring no action from employers. Plan and rate information for these plans is provided directly to BenefitHelp Solutions by the carriers.

For plans outside the Bend Chamber of Commerce, BenefitHelp Solutions initiates the renewal process by contacting employers via email 90 days prior to the renewal date. Employers are responsible for providing updated plan and rate information for these external plans to ensure a smooth renewal process.

BenefitHelp Solutions contact information

If you have any questions or need assistance, BenefitHelp Solutions is here to help:

- **General sales, service, renewals and COBRA administration**
  Bend Chamber of Commerce Sales and Service Team
  Email: BCOCSales&Service@benefithelpsolutions.com

- **New hire and qualified event (QE) submissions, and COBRA participant general inquiries**
  Bend Chamber of Commerce Cobra Membership Accounting
  Email: BHSCobraBCOC@benefithelpsolutions.com

- **Member Customer Service**
  Phone: 503-765-3581 | Toll-free: 800-556-3137
  Email: customerservice@benefithelpsolutions.com

APPENDIX A:

Bend Chamber of Commerce COBRA intake packet

Bend Chamber of Commerce COBRA Worksheet

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Instructions

1. Complete all sections of this form.
2. Return all documents to:
   Johnson Benefit Planning
   Email: JBPadmin@johnsonbenefitplanning.com
   Phone: 541-382-3571

Once the COBRA setup has been completed, a welcome email will be sent to the group administrator and agent with instructions, forms, and information indicating how to proceed during the year.

BenefitHelp Solutions contact information:

Bend Chamber of Commerce Sales and Service Team
Email: bcocsales&service@benefithelpsolutions.com
Phone: 503-412-4210

Document Checklist

[ ] Complete this worksheet. (Complete section 4 only if you need COBRA administration for non Chamber plans)
[ ] Signed COBRA Administration Agreement
[ ] Completed and signed Authorization Agreement for Preauthorized Payments (required for groups who subsidize or may subsidize COBRA premiums in the future)
[ ] Signed Business Associate Agreement including Omnibus Provisions (Exhibit D)

Effective Date:	

Section 1 Company Information

Legal company name:	
Tax ID number:	
Company Contact Name	
Email address:	
Phone number:	
Mailing address:	
City:	
State:	
Zip:	
Number of benefit eligible employees:	
How many employees experienced a COBRA qualifying event in the last 30 days?:	
Do you have anyone currently on COBRA continuation?	

Section 2 Agent Contact

Agency:	
Producer/Agent:	
Email:	
Phone Number:	

Agent portal access (COBRA only): ☐ Yes ☐ No Tax ID: _____

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Section 3 COBRA Takeover Information

Is BHS taking over COBRA administration from a prior TPA? ☐ Yes ☐ No

If yes, Prior TPA: _____ Contact Name: _____

Phone Number: _____ Email: _____

Section 4 COBRA Information for NON Bend Chamber Association Plans

Complete this section ONLY if you have COBRA qualifying plans outside of the Bend Chamber Association that you would like BHS to administer COBRA for.

Plan Type		
Carrier name:		Carrier ID:
Plan name:		Plan year:
Who should we send COBRA Premiums to?	☐ Send to carrier (common for Fully Insured Plans) ☐ Send to group (common for self funded plans) ☐ Combination ☐ Other _____	
Plan types:	☐ Standalone ☐ Bundled (plan must be elected with another plan, but has separate rates) ☐ Integrated (plan is combined with another plan type and has one combined rate.)	

Coverage Level	Premium Amount

Plan Type		
Carrier name:		Carrier ID:
Plan name:		Plan year:
Who should we send COBRA Premiums to?	☐ Send to carrier (common for Fully Insured Plans) ☐ Send to group (common for self funded plans) ☐ Combination ☐ Other _____	
Plan types:	☐ Standalone ☐ Bundled (plan must be elected with another plan, but has separate rates) ☐ Integrated (plan is combined with another plan type and has one combined rate.)	

Coverage Level	Premium Amount

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Section 4.1 Carrier Contacts (remit address is required)

Complete this section if BHS will administer COBRA for any plans offered through carriers other than Moda Health, Kaiser, Delta Dental, or Willamette Dental.

Carrier name:			
Address to remit COBRA premiums to:	Street address:		
	City:	State:	Zip:
Remittance Contact Name:			
Remittance Contact Email:			
Remittance Contact Phone:			
Eligibility Contact Name:			
Eligibility Contact Email:			
Eligibility Contact Phone:			
Customer Service Contact Email:			
Customer Service Contact Phone:			

Carrier name:			
Address to remit COBRA premiums to:	Street address:		
	City:	State:	Zip:
Remittance Contact Name:			
Remittance Contact Email:			
Remittance Contact Phone:			
Eligibility Contact Name:			
Eligibility Contact Email:			
Eligibility Contact Phone:			
Customer Service Contact Email:			
Customer Service Contact Phone:			

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Section 5 Fees

Fees charged by BenefitHelp Solutions Inc for BCOC Association:

COBRA Fees for BCOC Association Groups	Amount	Notes
Annual fee	$ 0.00	Included in Moda Health and Kaiser Plan Premium
Per Employee Per Month (PEPM)	$ 0.00	Included in Moda Health and Kaiser Plan Premium
New Hire Notice	$ 0.00	Included in Moda Health and Kaiser Plan Premium
Open Enrollment Packet	$ 0.00	Included in Moda Health and Kaiser Plan Premium
Monthly Minimum	$ 0.00	Included in Moda Health and Kaiser Plan Premium

Termination from the BCOC Association will result in the below standard COBRA Administrative Fees being billed to the group the following month.

Standard COBRA Administration Fees	Amount	Notes
Annual Fee	$ 305	
Per Employee Per Month (PEPM)	$ 1.12	
New Hire Notice	$ 3.85	
Open Enrollment Packets	$ 10.00	Up to 20 pages, .20 per additional page
Monthly Minimum	$ 100	

In addition to the fees listed above, BenefitHelp Solutions will retain the 2% administrative fee collected for each qualified beneficiary electing COBRA continuation.

Name:		Date:
Signature:		

BenefitHelp Solutions contact information:

Bend Chamber of Commerce Sales and Service Team
Email: bcocsales&service@benefithelpsolutions.com
Phone: 503-412-4210

COBRA
ADMINISTRATION AGREEMENT SIGNATURE PAGE

BENEFITHELP SOLUTIONS

_____
Company Name

By: _____
Scott Loftin

By:_____

Title: Sr. Vice President

Title: _____

Date: 10/17/2022

Date: _____

Authorization Agreement For Preauthorized Payments

BenefitHelp SOLUTIONS

Company name	Company Tax ID Number

I (we) hereby authorize BenefitHelp Solutions, hereinafter called COMPANY, to initiate credit entries to my (our) Checking account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

Depository/Bank Name	Branch	
City	State	ZIP
Transit / Aba No.	Account No.	

This authority is to remain in full force and effect until COMPANY and DEPOSITORY has received written notification from me (or either of us) of its termination in such time in such manner to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s)	Date
Signed	
Signed	

www.benefithelpsolutions.com

Fax: 503-765-3442 | **Phone:** 855-378-0197 | **Address** 601 SW 2nd Ave Portland, OR 97204

EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT
SIGNATURE PAGE

Business Associate

BenefitHelp Solutions

By: _____
Scott Loftin

Title: Sr. Vice President

Date: _____

Covered Entity

_____

Company Name

By: _____

Title: _____

Date: _____

COBRA
ADMINISTRATION AGREEMENT

Employer Group Name _____

THIS AGREEMENT (hereinafter referred to as the "Agreement) is entered into by and between BenefitHelp Solutions and Employer Group Name _____ ("Employer Group").

RECITALS

WHEREAS, the Employer Group and/or plan administrator of the group health plan sponsored by the Employer Group is required to perform certain duties pursuant to continuation of benefits coverage requirements; and

WHEREAS, BenefitHelp Solutions is a third-party administrator which performs such duties related to the continuation of benefits coverage requirements in the regular course of its business operations; and

WHEREAS, Employer Group desires to retain BenefitHelp Solutions to perform the services set forth in Exhibit B to this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time, and applicable regulations, and as the same may be defined by relevant Federal or State law.

Section 1.2. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended or interpreted from time to time, and all applicable regulations.

Section 1.3. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended and all applicable regulations.

Section 1.4. "Plan" means the health and welfare benefit plan, which is the subject of this Agreement and which the Employer Group has established pursuant to a plan document, a self-funded trust or a policy of group health insurance.

Section 1.5. "Plan Administrator" means the person or entity, including an insurance company, designated by the Employer Group or plan sponsor to manage the Plan and make all discretionary decisions regarding Plan terms.

Section 1.6. "Qualified Beneficiary" means a covered person under the Plan, who is eligible to continue coverage under the Plan in accordance with the applicable provisions of COBRA or ERISA, regarding Qualified Medical Child Support Orders, or in accordance with any other applicable Federal or State law. "Qualified Beneficiary" also means a child born to, adopted by or placed for adoption with a covered employee or former employee, at any time during active COBRA continuation coverage of that employee or former employee.

Section 1.7. "Qualifying Event" means:

(a) With respect to a covered employee or former employee, termination of employment of the employee (except for termination as result of gross misconduct), or reduction of hours of employment causing the employee to become ineligible for coverage;

(b) With respect to an eligible dependent of a covered employee or former employee, termination of the employee's employment (except for termination as result of gross misconduct); reduction of hours of employment causing the employee to lose eligibility for coverage; employee's entitlement to Medicare under certain circumstances; death of the employee, divorce or legal separation of the spouse from the employee; and an eligible dependent who ceases to be a dependent as that term is defined by the Plan;

(c) With respect to eligible retirees and their eligible dependents, the commencement of a bankruptcy proceeding; and/or

(d) Any other qualifying event as defined by law and as the law may be amended or interpreted from time to time.

ARTICLE 2
RELATIONSHIP BETWEEN THE PARTIES

The parties acknowledge and agree that since BenefitHelp Solutions only performs functions that are administrative in nature, BenefitHelp Solutions shall not be deemed a fiduciary, as defined by the Employee Retirement Income Security Act of 1974 (ERISA). Nothing in this Agreement shall be construed to appoint BenefitHelp Solutions as the administrator of the Plan, as the term is defined in the Plan and by ERISA. BenefitHelp Solutions is retained to perform certain services, functioning as an agent of the Plan Administrator. Nothing in this Agreement shall relieve the Plan Sponsor or the Plan Administrator of any of the responsibilities they assume by adopting or executing the Plan or by operation of law. In order to meet its obligations as an agent of the Plan Administrator, BenefitHelp Solutions may disclose PHI as defined herein to the Plan Administrator, as needed.

ARTICLE 3
LIMITATION OF LIABILITY

Section 3.1. BenefitHelp Solutions will perform its contractual duties with ordinary care and reasonable diligence. So long as this standard is met, BenefitHelp Solutions will not be liable for any mistake in judgment or other action taken in good faith. BenefitHelp Solutions will not be responsible for special, indirect, incidental, or consequential damages which Employer Group or any third party may incur or experience by entering into or relying on this Agreement or the services provided by BenefitHelp Solutions. Notwithstanding the foregoing, if any negligent act or omission of BenefitHelp Solutions results in the assessment of a fine or penalty against Employer Group by a government body or regulatory agency, BenefitHelp Solutions will pay the fine or penalty.

Section 3.2. Except as provided in Section 3.1, BenefitHelp Solutions agrees to indemnify Employer Group and hold Employer Group harmless against any and all loss, damage, expense and other liability to third parties to the extent resulting from or arising out of the dishonesty, fraud, criminal acts or malfeasance of BenefitHelp Solutions in providing its services under this Agreement; provided, however, that BenefitHelp Solutions will not be responsible to pay from its own funds any payment or benefit which should have been paid from the Plan according to the Plan's terms, conditions and provisions. Subject to such provisions, BenefitHelp Solutions will defend, settle or otherwise dispose of any third party suit or other proceeding arising from any such acts or conduct described above at its sole expense and Employer Group agrees to cooperate promptly and fully with such defense. Employer will have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing and at its own expense.

Section 3.3. Employer Group agrees to indemnify and hold BenefitHelp Solutions harmless from and against any and all loss, liability, damage, expense, or other cost or obligation, to the extent resulting from or arising out of claims, demands or lawsuits brought against BenefitHelp Solutions related to administering the Plan to recover benefits under the Plan, except for acts solely attributable to BenefitHelp Solutions as set forth in Section 3.2.

ARTICLE 4
DISPUTE RESOLUTION

Section 4.1. Any controversy or claim arising out of or relating to this Agreement, including, without limitation, the making, performance or interpretation of the Agreement, shall be settled by arbitration. Unless otherwise agreed, the arbitration shall be conducted in Portland, Oregon, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be held before a single arbitrator (unless otherwise agreed by the parties). The arbitrator shall be chosen from a panel of attorneys knowledgeable in the field of benefits law in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. If the arbitration is commenced, the parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedures both in advance of, and during recesses of, the arbitration hearings.

Section 4.2. The parties agree that the arbitrator shall have no jurisdiction to consider evidence with respect to or render an award or judgment for punitive damages (or any other amount awarded for the purpose of imposing a penalty) or consequential damages. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law. The cost of the arbitration will be divided equally by the number of parties participating in the arbitration, and each party shall be responsible for the payment of its own costs and attorney's fees relating to the arbitration.

ARTICLE 5
TERM AND TERMINATION

Section 5.1. Term. This Agreement shall commence as of the effective date set forth in Exhibit C and shall continue in effect until terminated as provided herein.

Section 5.2. Termination without Cause. The parties agree that they are contracting at will. Notwithstanding any written or oral representations to the contrary, either party may terminate this Agreement at any time and for any reason upon sixty (60) days written notice to the other party. When exercising the right to terminate under this Section 5.2, the terminating party has sole discretion to determine whether a reason exists for termination and whether that reason justifies termination. This Agreement may also be terminated at any time upon the mutual written agreement of the parties.

Section 5.3. Termination for Cause. The material breach of any part of this Agreement shall be grounds for termination for cause. In the event of fraud, criminal activities or other similar, serious cause engaged in by one party, the other party may terminate this Agreement upon ten (10) days written notice. If the breaching party cures or commences to cure the breach within the applicable notice period, the terminating party, may, in its discretion, rescind the termination. In the event the breach relates to Employer Group's failure to pay BenefitHelp Solutions the administrative compensation provided herein or if Employer Group becomes insolvent or files for bankruptcy protection, BenefitHelp Solutions may terminate this Agreement upon fifteen (15) days written notice to Employer Group. If Employer Group cures or commences to cure the breach, or provides adequate assurances as to its financial stability within the applicable notice period, BenefitHelp Solutions, may, in its discretion, rescind the termination. If the Employer Group cures the breach or provides adequate assurances as to its financial stability after the expiration of the applicable notice period, BenefitHelp Solutions may, in its discretion, reinstate the Agreement upon written notice to Employer Group.

Section 5.4. Amendment. BenefitHelp Solutions may, at its option, amend the terms of this Agreement, including the fees to be paid by Employer Group to BenefitHelp Solutions, provided that BenefitHelp Solutions provides Employer Group with not less than sixty (60) days written notice in advance of the effective date of the amendment(s). The new terms will go into effect unless Employer Group provides BenefitHelp Solutions with written notice of termination of this Agreement under Section 5.2 above. This Agreement may be amended upon fewer than sixty (60) days' notice as required to comply with state or federal law, or as agreed upon between both Parties.

Section 5.5. Effects of Termination. Upon termination of this Agreement, BenefitHelp Solutions shall return all documents, records and funds pertaining to this Agreement to Employer Group.

ARTICLE 6
AUDITS

Employer Group will, upon not less than thirty (30) days prior written notice and during BenefitHelp Solutions' business hours, have reasonable access to and may inspect BenefitHelp Solutions' records (including bank records and other deposit records) which relate to BenefitHelp Solutions' performance of this Agreement; provided, however, that under no circumstances will Employer Group be permitted to have access to or the right to inspect any object code or source code with respect to BenefitHelp Solutions' computer software, any information that is proprietary or confidential to BenefitHelp Solutions or any information that relates to other clients of BenefitHelp Solutions.

ARTICLE 7
MISCELLANEOUS

Section 7.1. Right to Rely. In performing the administrative services provided under this Agreement, BenefitHelp Solutions may rely without qualification on the information provided by Employer Group.

Section 7.2. Call Monitoring. BenefitHelp Solutions may monitor telephone conversations and e-mail communications between its employees and COBRA continuants for legitimate business purposes as determined by BenefitHelp Solutions. The monitoring is to ensure the quality and accuracy of the services provided by employees of BenefitHelp Solutions to the COBRA continuants.

Section 7.3. Waiver. No waiver of any provision in this Agreement, or any performance under this Agreement, is valid unless it is in writing and signed by the party entitled to the benefit of such provision. Waiver of any breach of any provision shall not be construed, or operate as, a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Section 7.4. Assignment. This Agreement may not be assigned by Employer Group without the prior written consent of BenefitHelp Solutions.

Section 7.5. Entire Agreement. This Agreement, and Exhibits A through D attached hereto and incorporated herein by this reference, constitutes the entire understanding and agreement between the parties regarding the subject matter hereof. This Agreement may only be amended by a subsequent modification signed by both parties.

EXHIBIT A
OBLIGATIONS OF EMPLOYER GROUP

Section 1. Provision of Information. For initial and ongoing services, Employer Group shall be responsible for providing BenefitHelp Solutions with notification of currently enrolled continuants, benefits, premiums, eligibility rules, and carrier funding arrangements (fully insured, self-insured or a combination thereof). Employer Group shall also be responsible for notifying BenefitHelp Solutions of any changes in insurance carriers, administrative fees, rates, sources of premium distribution, carrier funding arrangement, amount of subsidy, if any, and continuant administrative fees, The foregoing information must be provided to BenefitHelp Solutions at least forty-five (45) days prior to the commencement of the effective date of this Agreement and the effective date of any modifications set forth above. Any information submitted to BenefitHelp Solutions which includes Social Security Numbers of enrolled continuants and/or protected demographic data must be sent to BenefitHelp Solutions in a secured manner. Failure of Employer Group to provide premium and/or plan information to BenefitHelp Solutions at least forty-five (45) days prior to the effective date of any modification set forth above may result in late notification fees up to an amount equal to an additional annual set up fee.

Section 2. Notification of New Hires. If applicable, Employer Group shall be responsible for notifying BenefitHelp Solutions of new hires within thirty (30) calendar days of the new hire, if initial notice of COBRA rights to new employees and their dependents is a service provided by BenefitHelp Solutions. Information submitted to BenefitHelp Solutions that includes new hire Social Security Number and/or demographic data will be sent to BenefitHelp Solutions via a secured manner.

EXHIBIT B
SERVICES PERFORMED BY BENEFITHELP SOLUTIONS

Section 1. Provide Employer Group with a Client Information Setup Form, New Hire and QE Profile spreadsheet (or EDI File Specifications), to be completed and returned to BenefitHelp Solutions or loaded by Employer Group into the BenefitHelp Solutions employer portal; or training on how to enter this information in the Employer Portal.

Upon receipt of requested information from Employer Group, BenefitHelp Solutions will program Employer Group's rates and benefits into its system. BenefitHelp Solutions shall also program its system for standard report generation to Employer Group's carriers, enroll Employer Group's current COBRA continuants, and prepare communications to such continuants notifying them of the change in plan administration.

Section 2. COBRA Notices. BenefitHelp Solutions shall provide qualifying event notices, as required under COBRA, to beneficiaries upon notice from Employer Group.

Section 3. Premium Billing for COBRA Continuants. BenefitHelp Solutions shall maintain a premium billing account for each Employer Group COBRA continuant that includes the total amount billed and paid for each month of coverage. BenefitHelp Solutions shall provide each beneficiary with the option to pay their premium to BenefitHelp Solutions via self-pay or electronic means. BenefitHelp Solutions will provide a coupon book with monthly premium coupons to all beneficiaries. Self-pay beneficiaries are obligated to pay their monthly premium within the thirty (30) day grace period even if they do not receive a premium notice. Monthly premiums paid in full and received by BenefitHelp Solutions from beneficiaries within the timelines described by COBRA regulation will be sent to the insurance carriers or Employer Group each month.

Section 4. Beneficiary Correspondence. BenefitHelp Solutions shall generate correspondence to Employer Group beneficiaries regarding the status of their accounts, including but not limited to, enrollment confirmations, notices regarding delinquent premiums, termination notices, and dependent loss of coverage notices. BenefitHelp Solutions shall maintain copies of all notices, documents, and correspondence relating to a beneficiary's account and shall provide copies to Employer Group upon request.

Section 5. Periodic Reports. BenefitHelp Solutions shall provide monthly reports regarding eligibility and premium payments received from beneficiaries. At the Employer Group's discretion, such reports may be sent to the Employer Group and/or the carrier(s). BenefitHelp Solutions shall not be liable for data contained in ad hoc reports if the reports are prepared in accordance with the specifications of Employer Group.

Section 6. Customer/Beneficiary Assistance. BenefitHelp Solutions shall assign a team of COBRA Member Specialists to Employer Group for account maintenance and service and shall provide a staff of Customer Service Representatives to assist Employer Group's beneficiaries with questions regarding COBRA coverage, including eligibility and premium payments. Both a local and toll-free phone number will be provided.

Section 7. Beneficiary Appeals. If a beneficiary requests an exception which, in BenefitHelp Solutions' judgment, appears to conflict with COBRA regulations, BenefitHelp Solutions shall request the beneficiary to provide a written appeal within thirty (30) days of the date of the exception request. BenefitHelp Solutions shall cooperate with the Employer Group in resolving any such beneficiary appeal, in accordance with any applicable state and federal law.

Section 8. Partial Premiums. If partial premiums are received from a beneficiary but the premium shortage is considered to be an "insufficient underpayment" under COBRA, BenefitHelp Solutions shall notify the beneficiary of any premium shortage amount owed and allow the beneficiary thirty (30) days to make payment of the amount owed. If partial premiums received by BenefitHelp Solutions are received from any beneficiary and the premium shortage is too great to be considered an "insufficient underpayment", BenefitHelp Solutions reserves the right to return the partial payment to the beneficiary and terminate the benefits if the balance due is not received by the end of the month for which premium was due. Any beneficiary funds held by BenefitHelp Solutions will be returned to the beneficiary in the event that benefits are terminated.

Section 9. All forms provided by BenefitHelp Solutions hereunder shall be provided to Employer Group in an electronic format at no cost to Employer Group. Upon request, such materials shall be provided to Employer Group in written format, with BenefitHelp Solutions entitled to payment of its actual costs incurred with respect to such documents.

EXHIBIT C
FEES

Section 1. Effective Date. This Agreement shall commence on _____ (the "Effective Date") and shall continue until terminated as expressly provided in the Agreement.

Section 2.

The fees to provide plan set-up and administrative services, as outlined in this agreement shall be as follows:

(a) An annual renewal fee included in Moda Health and Kaiser premium

(b) A monthly administration fee included in Moda Health and Kaiser premium

(c) Initial notice fee included in Moda Health and Kaiser premium

(d) Open enrollment packet fees included in Moda Health and Kaiser premium

(e) BenefitHelp Solutions will retain the two percent (2%) administrative fee collected from Employer Group's COBRA continuants; and

(f) Ad hoc reports shall be provided to Employer Group upon request at the rate of $150 per hour for staff time associated with preparing the report.

Termination from the Bend Chamber of Commerce Association will result in the following COBRA administrative fees billed to the group the following month:

(a) An annual fee of $305, payable on the renewal date of the Agreement;

(b) An administrative fee of $1.12, per employee per month, paid monthly. The monthly minimum employee fee is $100.00.

(c) An administrative fee of $3.85, per initial notice letter, paid monthly;

(d) A fee of $10.00 per Open Enrollment Packet (up to 20 pgs.) and $0.20 per additional page.

(e) BenefitHelp Solutions will retain the two percent (2%) administrative fee collected from Employer Group's COBRA continuants; and

(f) Ad hoc reports shall be provided to Employer Group upon request at the rate of $150 per hour for staff time associated with preparing the report.

Monthly administrative fees may be increased annually. The fee schedule may be decreased at BenefitHelp Solutions' discretion.

Section 3. Payment Due Date. Payment shall be made by Employer Group within thirty (30) days of receiving invoices from BenefitHelp Solutions. If Employer Group fails to timely remit payment hereunder, BenefitHelp Solutions may assess a late fee of $25 per month for each month and for each invoice the payment is delayed.

Section 4. Additional Services. BenefitHelp Solutions is obligated to provide only the services described in this Agreement. If Employer Group requests and BenefitHelp Solutions provides any service in addition to those specified in this Agreement, BenefitHelp Solutions may charge and Employer Group shall pay an additional fee, provided the fee is fully disclosed to Employer Group prior to the commencement of such services. In addition, if Employer Group requests mid-year changes that require the reprogramming of BenefitHelp Solutions' systems or additional mailings from BenefitHelp Solutions on behalf of the Employer Group, BenefitHelp Solutions shall be entitled to payment for such reprogramming or additional mailings at a cost agreed upon by the parties.

EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT including OMNIBUS PROVISIONS

RECITALS

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164 (collectively "Privacy and Security Regulations"). Covered Entity and Business Associate are further subject to the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (ARRA) and regulations promulgated thereunder (the "Omnibus Rules"). The Privacy and Security Regulations and Omnibus Rules shall collectively be referred to as the "HIPAA Rules."

WHEREAS, Business Associate either 1) performs certain functions for, or on behalf of Covered Entity involving the creation, transmission, receipt, maintenance, use or disclosure of Protected Health Information ("PHI"); or 2) provides legal, actuarial, accounting, consulting, data aggregation, management, accreditation, administrative or financial services for Covered Entity involving the disclosure of PHI by Covered Entity or by another business associate of Covered Entity.

WHEREAS, the HIPAA Rules require Covered Entity to enter into an agreement with Business Associate in order to mandate certain protections for the privacy and security of PHI, and prohibit the disclosure of PHI from Covered Entity to Business Associate if such an agreement is not in place.

WHEREAS, the parties desire to enter into this agreement to protect PHI, and to amend any agreements between them, whether oral or written, with the execution of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements below and in order to comply with all legal requirements for the protection of this information, the parties agree as follows:

ARTICLE 1. DEFINITIONS

The following terms used in the Agreement shall have the same meaning as those terms in the HIPAA Rules at 45 CFR 160 and 164: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, and Use.

1.1 Breach: "Breach" means the unauthorized acquisition, access, use or disclosure of Protected Health Information ("PHI") where such breach compromises the security or privacy of such information.

1.2 Business Associate: "Business Associate" shall mean a person or entity providing certain functions, activities or services on behalf of Covered Entity involving the use and/or disclosure of

Protected Health Information. This shall generally have the same meaning as the term "business associate" at 45 CFR 160.103 and in reference to the party to this agreement, shall mean Benefit Help Solutions.

1.3 Covered Entity: "Covered Entity" means a (1) health plan; (2) health care clearinghouse; or (3) health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA. This shall generally have the same meaning as the term "covered entity' at 45 CFR 160-103.

1.4 Health Insurance Portability and Accountability Act (HIPAA): "HIPAA" shall mean federal legislation effective in 1996 which addresses the requirements for the privacy of individually identifiable health information (IIHI) and Protected Health Information (PHI). As used herein, "HIPAA" shall also, where applicable, refer to the Standards for Electronic Transactions (45 C.F.R. Parts 160 and 162) and the Security Standards (45 C.F.R. Parts 160 and 164).

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

1.6 HITECH Act: "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, found in the American Recovery and Reinvestment Act of 2009 at Division A, title XIII and Division B, Title IV.

1.7 Minimum Necessary: "Minimum Necessary" means the disclosure of only that information which is required to accomplish the intended purpose of such use, disclosure or request. Where practicable, the information disclosed under the Minimum Necessary requirement shall be restricted to the limited data set as defined in 45 CFR 164.514(e)(2). This definition will be amended to reflect additional guidance as issued under HITECH should such guidance be provided as described in HITECH Section 13405 (b).

1.8 Privacy Rule: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

1.9 Security Incident: "Security Incident" is further defined in 45 CFR.304 and means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

1.10 Security Rule: "Security Rule" shall mean the Security Standards at 45 CFR part 160, and part 164, subparts A and C.

1.11 Unsecured PHI: '"Unsecured PHI" is further defined in Section 13402 of the HITECH Act and means Protected Health Information that is not secured through the use of a technology or methodology that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

ARTICLE 2. GENERAL PROVISIONS

2.1 Effect. This Business Associate Agreement supplements, modifies and amends any existing agreement between the parties involving the disclosure of Protected Health Information ("PHI") by Covered Entity to Business Associate, or the creation or receipt of PHI by Business Associate on behalf of Covered Entity. The terms and provisions of this Business Associate Agreement shall supersede any conflicting or inconsistent terms and provisions in any Agreement(s) between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference. Without limiting the foregoing, any limitation or exclusion of damages provisions shall not be applicable to this Business Associate Agreement.

2.2 Amendment. Covered Entity and Business Associate agree to amend this Agreement to the extent necessary to allow either party to comply with HIPAA Rules and other applicable regulations or statutes. Business Associate agrees that it will fully comply with all such rules, regulations or statutes and that it will agree to amend this Agreement to incorporate any material required by such rules, statutes or regulations.

ARTICLE 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

3.1 Compliance with Security Rule. Business Associate agrees that it will comply with the Security Rule with respect to Electronic PHI and will use all appropriate safeguards to prevent the use or disclosure of PHI other than is pursuant to the terms and conditions of this Agreement. Business Associate further warrants that it shall implement as of the Effective Date, administrative, physical and technical safeguards that reasonably apply and appropriately protect the confidentiality, integrity and availability of any Electronic PHI that it creates receives, maintains, or transmits on behalf of Covered Entity. Upon request of Covered Entity, Business Associate shall promptly provide Covered Entity with information regarding such compliance.

3.2 Compliance with Privacy Rules. To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rules (Subpart E of 45 CFR Part 164) Business Associate agrees to comply with the requirements of the Privacy Rules that apply to Covered Entity in the performance of such obligations.

3.3 Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.

3.4 Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware.

3.5 Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created, or received by Business Associate on behalf of Covered Entity, available to the Secretary of Health and Human Services for purposes of determining Covered Entity and Business Associate's compliance with this Agreement and the HIPAA Rules.

ARTICLE 4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 Business Associate may only use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the primary service Agreement or in Attachment A of this Agreement.

4.2 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity, provided such use or disclosure would not violate the Privacy Rule if performed by Covered Entity.

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

4.4 Business Associate may use and disclose PHI:

(a) For the proper management and administration of Business Associate;
(b) To carry out Business Associate's legal responsibilities, and
(c) As necessary for data aggregation purposes relating to the health care operations of Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B), but only as separately authorized by Covered Entity in writing.

4.5 Business Associate acknowledges that, as between Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity, including any and all forms thereof developed by Business Associate in the course of its fulfillment of its obligations pursuant to this Agreement.

4.6 Business Associate agrees that, to the extent Business Associate requests disclosure of PHI from Covered Entity, such request is only for the minimum necessary PHI for the accomplishment of Business Associate's purpose. For any disclosure or use of PHI, Business Associate shall determine and use the minimum necessary information only to accomplish the intended purpose of the use or disclosure. This provision shall automatically incorporate any guidance the Secretary issues pursuant to HITECH Section 13405 Regarding what constitutes "minimum necessary."

4.7 Business Associate is not authorized to de-identify PHI except as provided for in this Agreement. If provided for in this Agreement, de-identification shall be done in accordance with 45 CFR 164.514 (a)-(c).

4.8 Business Associate shall maintain and retain PHI for the term of the Agreement and make such PHI available to Covered Entity as set forth in this Agreement and 45 CFR 164.524.

ARTICLE 5. AGENTS, CONTRACTORS AND SUBCONTRACTORS

5.1 Business Associate shall ensure that any agent, contractor or subcontractor to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to be bound by the same restrictions, terms and conditions that apply through this Agreement to Business Associate with respect to such information.

5.2 Business Associate agrees to enter into a written contract with such agents, contractors or subcontractors to ensure that such agents, contractors, or subcontractors abide by the same restrictions and conditions that apply to the party when acting as a Business Associate with regard to PHI and acknowledge their direct liability under HIPAA as a Business Associate. Business Associate shall provide a copy of such contracts to Covered Entity upon request.

ARTICLE 6. INDIVIDUAL RIGHTS

6.1 Request to Access Records.

6.1.1 Within five (5) business days of a request by Covered Entity, Business Associate shall make available to Covered Entity the requested PHI to permit Covered Entity to respond to an individual's request for access to PHI for so long as such information is maintained in the Designated Record Set.

6.1.2 If Business Associate receives a request directly from an individual seeking access to or copies of PHI maintained by Business Associate for or on behalf of Covered Entity, Business Associate shall notify Covered Entity within five (5) business days and shall forward such request to Covered Entity. Notwithstanding the foregoing, Business Associate shall directly respond to such individual requests when and as directed by Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.

6.2 Availability of Protected Health Information for Amendment. Within ten (10) business days of receipt of a request from Covered Entity for the amendment of an individual's PHI, Business Associate shall provide such information to Covered Entity for amendment and shall incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526. Business Associate shall notify contractors and subcontractors who receive PHI of any such amendments.

6.3 Accounting of Disclosures. Within ten (10) business days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, when such disclosures were made less than six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. §164.528. At a minimum, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within two (2) business days forward such request to Covered Entity.

6.4. Record Keeping. Business Associate agrees to implement an appropriate record keeping process to enable it to comply with the HIPAA requirements applicable to it under this Agreement and the Privacy and Security Rules.

ARTICLE 7. PROHIBITION AGAINST SALE OR MARKETING OF PHI.

Except as otherwise provided in the HIPAA Rules, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual, or use or disclose PHI for any purpose related directly or indirectly to any marketing or marketing communication.

ARTICLE 8. REPORTING USES OR DISCLOSURES OF PHI NOT ALLOWED BY THIS AGREEMENT.

8.1 Business Associate shall report to Covered Entity any use or disclosure of PHI in violation of this agreement by Business Associate, its officers, directors, employees, contractors or by a third party to which Business Associate disclosed PHI pursuant to Article 5 of this Agreement. Notice of such use or disclosure shall be provided to Covered Entity in writing as soon as possible, but in no event later than five (5) business days from the date on which Business Associate discovers or is informed of the improper use or disclosure. Such notice shall include:

a. a description of the occurrence, including the date of the breach and the date of the discovery;
b. the name(s) of the individuals(s) whose PHI was used or disclosed;
c. the identity(ies) of the entity(ies)/person(s) to whom the use or disclosure was made;
d. description of the types of unsecured PHI that was disclosed;
e. the steps taken by Business Associate to correct the unauthorized use or disclosure.

8.2 Business Associate agrees to mitigate, to the extent practical, any harmful effect that is known to Business Associate resulting from any unauthorized acquisition, use or disclosure of unsecured PHI caused by Business Associate's violation of the requirements of this Agreement or its failure to properly secure PHI in accordance with guidelines published by the Department of Health and Human Services. As part of such mitigation activities, Business Associate shall discontinue and minimize the impact of any inappropriate use or disclosure.

8.3 Business Associate agrees to take prompt and appropriate corrective action to cure any deficiencies that caused the unauthorized use or disclosure and to implement additional actions intended to prevent other unauthorized disclosure.

ARTICLE 9. REPORTING OF A SECURITY INCIDENT

Business Associate shall report to Covered Entity any security incident of which it becomes aware in the following time and manner:

a. Any actual, successful security incident will be reported to Covered Entity in writing within five (5) business days of the date on which the Business Associate becomes aware of such security incident.
b. Any attempted, unsuccessful security incident of which Business Associate becomes aware will be reported to Covered Entity in writing, on a reasonable basis, at the written request of Covered Entity. If the Security Rule is amended to remove the requirement to report unsuccessful attempts at unauthorized access, this subsection shall no longer apply as of the effective date of the amendment of the Security Rule.

Any report required pursuant to this section shall: (i) identify the nature of the security incident; (ii) identify the PHI subject to the security incident; and (iii) identify what Business Associate has done or shall do to mitigate and correct any adverse effect of the security incident.

ARTICLE 10. REPORTING OF A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

In the event of a breach of Unsecured PHI, Business Associate will provide to Covered Entity:

a. A report including the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach, contact information, nature/cause of the breach, PHI breached and the date or period of time during which the breach occurred.

b. The report must be provided to Covered Entity within five (5) business days from the date of the breach or the date the breach should have been known to have occurred.

c. Business Associate shall provide Covered Entity with any available information that Covered Entity is required to include in notification to the individual at the time of the report or promptly thereafter as such information becomes available. Upon report by Business Associate of a breach, Covered Entity will be responsible for notifying affected individuals, unless otherwise agreed upon by Business Associate to notify the affected individuals.

ARTICLE 11. OBLIGATIONS AND ACTIVITIES OF COVERED ENTITY

11.1 Covered Entity shall notify Business Associate of any limitation(s) in the Covered Entity notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

11.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

11.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

ARTICLE 12. INDEMNIFICATION

12.1 Business Associate shall indemnify and hold harmless Covered Entity, its respective directors, officers, employees, representatives, shareholders, subsidiaries, and affiliates against any and all liabilities, losses, damages, penalties, fines, claims, demands, causes of action, proceedings and expenses (including reasonable attorneys' fees) asserted against, or suffered or incurred by Covered Entity, that result from or arise out of (i) Business Associate's negligence, recklessness or willful misconduct, (ii) Business Associate's failure to perform any of its duties or obligations under this Agreement, or (iii) Business Associate's breach of any covenant under this Agreement. Notwithstanding the foregoing, in no event will either party be liable to the other party for any incidental, special, consequential, exemplary or reliance damages arising out of this Agreement.

12.2 Covered Entity shall indemnify and hold harmless Business Associate, its respective directors, officers, employees, representatives, shareholders, subsidiaries, and affiliates against any and all liabilities, losses, damages, penalties, fines, claims, demands, causes of action, proceedings and expenses (including reasonable attorneys' fees) asserted against, or suffered or incurred by Business Associate, that result from or arise out of (i) Covered Entity's negligence, recklessness or willful misconduct, (ii) Covered Entity's failure to perform any of its duties or obligations under this Agreement, or (iii) Covered Entity's breach of any covenant under this Agreement. Notwithstanding the foregoing, in no event will either party be liable to the other party for any incidental, special, consequential, exemplary or reliance damages arising out of this Agreement.

ARTICLE 13. NOTICE OF REQUEST FOR DATA

Business Associate agrees to notify Covered Entity within five (5) business days of Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, Business Associate agrees to cooperate fully with Covered Entity in such challenge.

ARTICLE 14. TERM and TERMINATION

14.1 Term. This Agreement shall commence as of the Effective Date set forth above and, unless earlier terminated as provided herein, shall continue in effect for the duration of the underlying agreement between the parties.

14.1 Termination for Cause.

14.1.1 In the event of a material breach or violation of this Agreement by Business Associate, Covered Entity will afford Business Associate an opportunity to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within thirty (30) days from the date of written notification from Covered Entity describing the breach or violation, Covered Entity may terminate this Agreement and the underlying agreement between the parties as necessary to comply with federal or state laws or regulations relating to the administrative simplification provisions of the HIPAA Rules. If termination of this Agreement and the underlying agreement between the parties is not feasible, in Covered

Entity's sole discretion, Business Associate acknowledges that Covered Entity may report the breach or violation to the Secretary, notwithstanding any other provision of this Agreement or the underlying agreement to the contrary.

14.1.2 At the expense of Business Associate, Covered Entity may, in its sole discretion, cure any breach of Business Associate's obligation under this Agreement. Covered Entity shall give Business Associate notice of its election to cure any such breach and Business Associate shall cooperate fully in the efforts by Covered Entity to cure Business Associate's breach.

14.1.3. Covered Entity may terminate this Agreement immediately upon written notice to Business Associate if Business Associate has breached a material term of this Agreement and cure is not possible.

14.2 Effect of Termination

14.2.1 Except as otherwise expressly provided in Section 14.2.3, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.

14.2.2 Upon termination of the Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity shall:

a. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

b. Return to Covered Entity, or if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

c. Continue to use appropriate safeguards and comply with the HIPAA Rules with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this section for as long as Business Associate retains the PHI;

d. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Subsection 14.2.2 (a); and

e. Return to Covered Entity or if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

14.2.3 In the event of any termination of the Agreement, Business Associate shall, at the discretion of Covered Entity, return or destroy all PHI that Business Associate still maintains in any form and shall retain no copies. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered

Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI for so long as Business Associate maintains such PHI.

ARTICLE 15. ELECTRONIC TRANSACTIONS AND CODE SETS

To the extent that the services performed by Business Associate pursuant to the Agreement involve transactions that are subject to the regulations governing electronic transactions and code set issued pursuant to HIPAA, Business Associate shall conduct such transactions in conformance with such regulations, as amended from time to time.

ARTICLE 16. INJUNCTIVE RELIEF

Business Associate hereby agrees that Covered Entity may suffer irreparable damage upon Business Associate's breach of this Agreement and that such damages shall be difficult to quantify. Business Associate hereby agrees that Covered Entity may file an action for injunctive relief to enforce the terms of this Agreement against Business Associate, in addition to any other remedy Covered Entity may have.

ARTICLE 17. MISCELLANEOUS

17.1 Statutory and Regulatory Reference. A reference in this Agreement to a section of any statute or regulation means the section as currently in effect or amended, and for which compliance is required.

17.2 Assignment. Business Associate may not sell, assign, transfer or otherwise convey any of its rights or delegate any of its duties under this Agreement without prior written consent of Covered Entity.

17.3 Survival. This Agreement will be binding upon and will inure to the benefit of the Parties to this Agreement and their respective permitted successors and assigns, subject to the transfer restrictions and expiration or termination provisions set forth in this Agreement

17.4 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA rules.

17.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

17.6 No Agency. Nothing in this Agreement shall be construed to create (a) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (b) a relationship of employer and employee between the parties. Business Associate is an independent contractor, not an agent, to Covered Entity, and Covered Entity does not control the manner or means of Business Associates' performance under this Agreement, and nothing contained in this Agreement shall be intended to expand the scope or nature of the relationship.

17.7 No Third Party Beneficiaries. Nothing in this Agreement confers on any person other than Covered Entity and Business Associate and their respective successors and assigns, any right remedies obligations or liabilities.

17.8 Entire Agreement; Amendment. This Agreement represents the entire understanding between Business Associate and Covered Entity and there are no other representations, warranties and agreements between Business Associate and Covered Entity relating to the subject of this agreement, which can only be modified and renewed in writing, signed by an officer of both Business Associate and Covered Entity.

APPENDIX B:

Bend Chamber of Commerce COBRA Outside Line form

Bend Chamber of Commerce COBRA Outside Line Form

BenefitHelp SOLUTIONS

Instructions

1. Complete all sections of this form.
2. Return all documents to:
   BenefitHelp Solutions
   Email: bcocsales&service@benefithelpsolutions.com
   Phone: 503-412-4210

Only complete this form if there are plans outside of the Bend Chamber of Commerce you would like BenefitHelp Solutions to administer COBRA for.

BenefitHelp Solutions contact information:

Bend Chamber of Commerce Sales and Service Team
Email: bcocsales&service@benefithelpsolutions.com
Phone: 503-412-4210

Section 1 Company Information

Legal company name:	
Tax ID number:	

Section 2 COBRA Information for NON Bend Chamber Association Plans

Complete this section ONLY if you have COBRA qualifying plans outside of the Bend Chamber Association that you would like BHS to administer COBRA for.

Plan Type		
Carrier name:		Carrier ID:
Plan name:		Plan year:
Who should we send COBRA Premiums to?	☐ Send to carrier (common for Fully Insured Plans) ☐ Send to group (common for self funded plans) ☐ Combination ☐ Other _____	
Plan types:	☐ Standalone ☐ Bundled (plan must be elected with another plan, but has separate rates) ☐ Integrated (plan is combined with another plan type and has one combined rate.)	

Coverage Level	Premium Amount

BenefitHelp SOLUTIONS

Plan Type		
Carrier name:		Carrier ID:
Plan name:		Plan year:
Who should we send COBRA Premiums to?	☐ Send to carrier (common for Fully Insured Plans) ☐ Send to group (common for self funded plans) ☐ Combination ☐ Other _____	
Plan types:	☐ Standalone ☐ Bundled (plan must be elected with another plan, but has separate rates) ☐ Integrated (plan is combined with another plan type and has one combined rate.)	

Coverage Level	Premium Amount

Section 2.1 Carrier Contacts (remit address is required)

Complete this section if BHS will administer COBRA for any plans offered through carriers other than Moda Health, Delta Dental, or Willamette Dental.

Carrier name:			
Address to remit COBRA premiums to:	Street address:		
	City:	State:	Zip:
Remittance Contact Name:			
Remittance Contact Email:			
Remittance Contact Phone:			
Eligibility Contact Name:			
Eligibility Contact Email:			
Eligibility Contact Phone:			
Customer Service Contact Email:			
Customer Service Contact Phone:			

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Carrier name:			
Address to remit COBRA premiums to:	Street address:		
	City:	State:	Zip:
Remittance Contact Name:			
Remittance Contact Email:			
Remittance Contact Phone:			
Eligibility Contact Name:			
Eligibility Contact Email:			
Eligibility Contact Phone:			
Customer Service Contact Email:			
Customer Service Contact Phone:			

Name:		Date:
Signature:		

BenefitHelp Solutions contact information:

Bend Chamber of Commerce Sales and Service Team
Email: bcocsales&service@benefithelpsolutions.com
Phone: 503-412-4210

APPENDIX C:

COBRAPoint Employer Portal guide

BenefitHelp Solutions COBRA
EMPLOYER PORTAL QUICKSTART GUIDE

Welcome to BenefitHelp Solution's COBRA Employer Portal. This one-stop portal gives you the tools you need to better support your members in the management of their COBRA benefit plans.

The COBRA Employer Portal is convenient and easy to use. Any-time access to the portal allows you to:

- Add members and member events
- View real-time individual participant account summary, plans, and payments
- View current and prior year plan information
- Retrieve reports generated by the employer
- Load data files
- Access communication history

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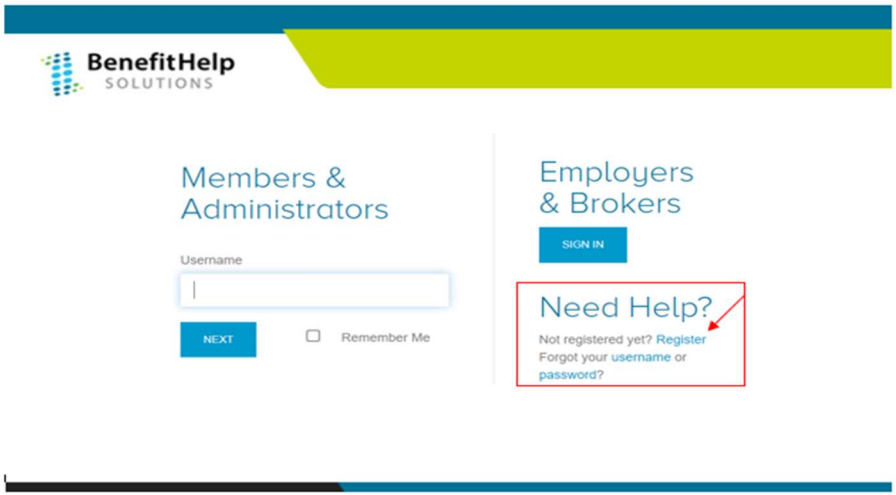
BenefitHelp Solutions COBRA
EMPLOYER PORTAL QUICKSTART GUIDE

HOW DO I GET ACCESS TO THIS PORTAL?

1. You will be sent a New Client Login notice containing a registration code.
2. Navigate to https://cobra.benefithelpsolutions.com/ and select **Register.**
3. When going through New User Registration, you will be prompted to enter your registration code and company EIN, and then set up a password.
4. Once a password is created and confirmed, you will be automatically directed to your Home page.
5. For any subsequent logins, you will select **Sign In** under the **Employers and Brokers** section.

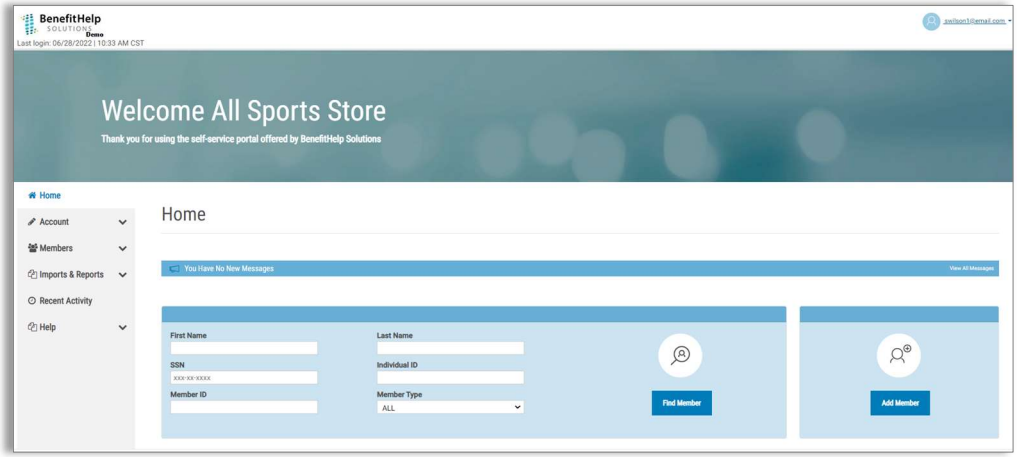


The **Home** page is easy to navigate:

Once you're logged in, everything you need to efficiently and effectively manage your COBRA accounts is found on the Home page. From the Home page, you can:

- Add a new member
- View member-level data
- Check the status of file imports
- View plan information
- Import files
- View communications

The options within the left navigation Main Menu will direct you to any action you need to take.



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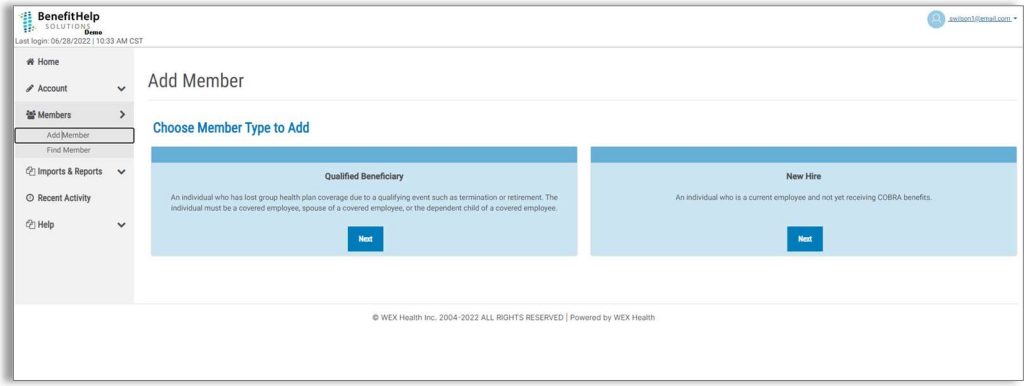
BenefitHelp Solutions COBRA
EMPLOYER PORTAL QUICKSTART GUIDE

HOW DO I ADD NEW MEMBERS?

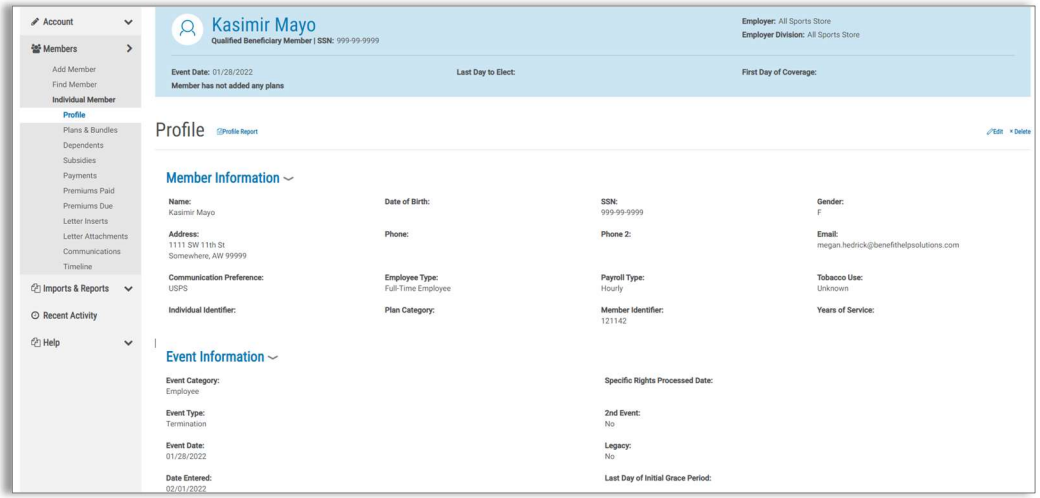
1. You can add a new member using the **Add Member** option available on the Home page or from the **Members** menu option.
2. Select the member type you'd like to add: Qualified Beneficiaryor New Hire.
3. Click the **Next** button for the member type to begin the process of adding the new member.
4. Complete the required fields, marked with a red asterisk, and click **Next**.
5. Click **Save and Continue** to add new member information until you have completed all required steps.

The appropriate notification letter will be generated by the system and will automatically be sent to BenefitHelp Solutions for printing and mailing.



WHAT KIND OF MEMBER-LEVEL DATA CAN I ACCESS?

1. You can locate a member's record using the **Find Member** option available on the Home page or from the **Members** menu option.
2. You can search for members using first name, last name, SSN, Individual ID, Member ID, as well as Member Type.
3. Once in the member view, you can access the following information:
    - Demographics
    - Event Information
    - Payments
    - Plan Enrollments
    - Communications
    - Letter Attachments



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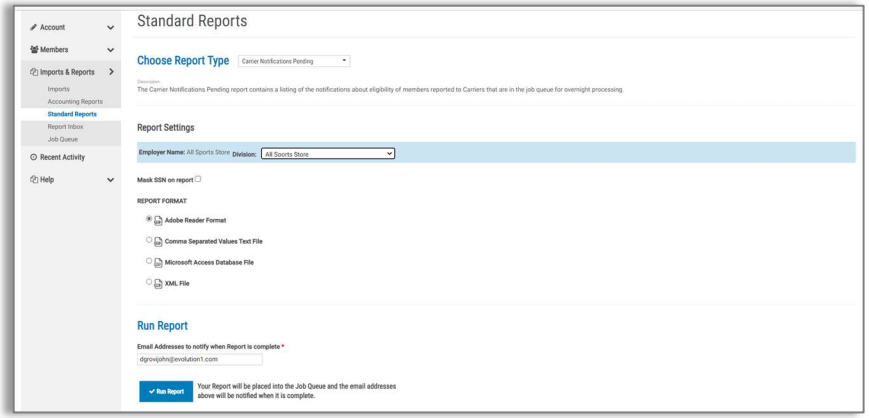
BenefitHelp Solutions COBRA
EMPLOYER PORTAL QUICKSTART GUIDE

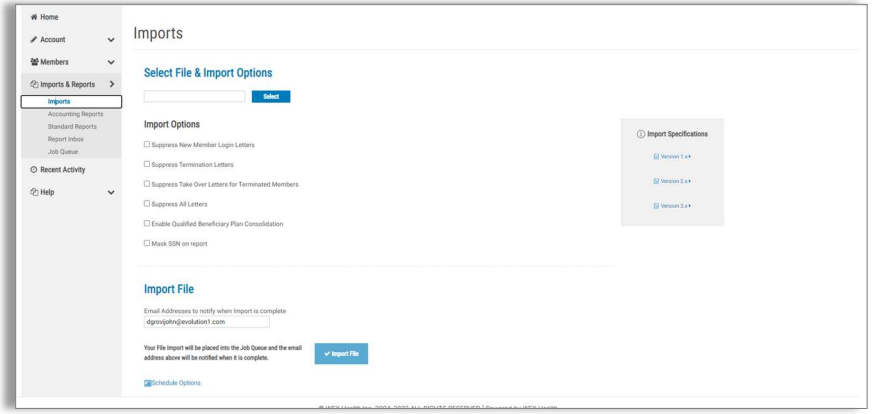
HOW DO I VIEW AND REQUEST REPORTS?

1. Select the **Imports & Reports** option to expand it and show the **Accounting Reports** and **Standard Reports** options.
2. After selecting either report option, you will be provided with a drop-down menu to choose which report you would like to generate.
3. Complete the required fields, marked with a red asterisk, and click the **Run Report** button.
4. The report will generate and be available in the **Job Queue**.
5. At the bottom of the page for the chosen report, you are also able to schedule a report for a given date and time, as well as allow the report to generate continuously on a schedule.



ONE OF THE FEATURES OF THE PORTAL IS THE ABILITY TO IMPORT DATA. HOW DOES THAT WORK?

1. Select the **Imports & Reports** option to expand it and show the **Imports** option.
2. After selecting the **Imports** option, you can import demographic, dependent, event, and plan information into the portal using standard CSV formatted import files.
3. **Import Specifications**, used in the creation of your import file, are available on the page.
4. Results will be available in the **Job Queue**.



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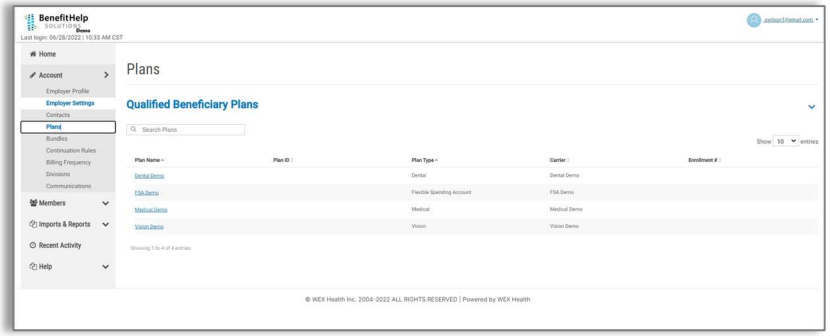
EMPLOYER PORTAL QUICKSTART GUIDE

HOW DO I VIEW COMMUNICATIONS AND MESSAGES?

1. Select the **Account** option to expand it and show the **Communications** option.
2. From the Communications page you can view the communcations provided specifically for you. In addition, selecting the **Communications** option once you've located a member and are in the member view, allows you to view the communications provided for the member

WILL I BE ABLE TO ACCESS ANY OF MY PLAN INFORMATION?

1. Select the **Account** option to expand it and show the **Plans** and **Bundles** options.
2. Selecting either option will display the plans or bundles for Qualified Beneficiary members.
3. Information available includes:
    - Carrier Information
    - Rates
    - Plan Settings



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APPENDIX D:

New Hire Notice request form

Initial Notice Request

58309648 (8/19)

BenefitHelp SOLUTIONS

Complete this form and email to bhscobrabcoc@benefithelpsolutions.com

PLEASE PRINT CLEARLY

Date	Request #	OF
To		
Fax	Phone number	

From	
Company	
Division	
Fax	Phone number

Employee information

First name		Last name	
Social Security number		Gender	Hire date
Mailing address	City	State	Zip

Tier coverage

Please check the appropriate box

☐ EE Employee Only	☐ ES Employee + Spouse	☐ EC Employee + Child	☐ EF Employee + Family

This form is for the sole use of the individual to whom it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute this form any of the information contained in the form. If you have received this in error, please immediately advise the sender by phone and destroy.

Return the completed form to BenefitHelp Solutions

Mail: BenefitHelp Solutions, P.O. Box 40584, Portland, OR 97240-0548 **Fax:** 503-243-3949 **Email:** bhscobrabcoc@benefithelpsolutions.com **Questions?** Contact BenefitHelp Solutions at 800-556-3137 Monday - Friday 7:30 a.m. to 5:30 p.m. PST.

APPENDIX E:

BCOC COBRA Qualifying Event request form

COBRA Qualifying Event request form

BenefitHelp SOLUTIONS

Complete form and email to: BHSCobraBCOC@benefithelpsolutions.com

PLEASE PRINT CLEARLY

*** This information is mandatory.** Processing may be delayed if fields with an asterisk are not filled out.

Section 1 Group information

* Date ____ / ____ / _____	* Name
* Email Address	

Please send a COBRA Election Notice as indicated below*

Section 2 Qualified beneficiary information

* Client name Group name			Client division		
* First name		M.I.	* Last name		
* Date of birth ____ / ____ / _____	* SSN or BHS Identification number			* ☐ Male ☐ Female	
* Mailing address			* City	* State	* ZIP
Email address			Contact phone number		

Section 3 Eligible dependents

* First name	* Last name	☐ Male ☐ Female	Social Security number	Date of birth / /	Relationship
* First name	* Last name	☐ Male ☐ Female	Social Security number	Date of birth ____ / ____ / _____	Relationship
* First name	* Last name	☐ Male ☐ Female	Social Security number	Date of birth ____ / ____ / _____	Relationship

Section 4 Qualifying event information

		* Original enrollment date	* Date of qualifying event	* Date coverage ends
☐ Involuntary termination ☐ Voluntary termination ☐ Reduction in hours ☐ Leave of absence	☐ Divorce** ☐ Ineligible dependent ** ☐ Death of employee ** ☐ Other **	____ / ____ / _____	____ / ____ / _____	____ / ____ / _____

* Please provide additional information below if the Qualified Beneficiary experienced one of the indicated (*) Qualifying Events. If the Qualified Beneficiary is not the employee, please provide the employee name and SSN.

_____

Section 5 Qualified beneficiary plans

Plan type	Plan name	Family tier
Medical	Exact Plan Name	Employee Only (EE)
Dental		Employee + Spouse (ES)
Vision & RX		Employee + Child(ren) (EC)
FSA (amount per month)		Family (EF)
HRA		
EAP		

Section 6 Subsidy (Is the employer paying any portion of COBRA premiums?)

Flat amount or % _____ Length of time _____ (months)

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BEND CHAMBER