

**AMENDMENT NO. 4  
TO THE ADMINISTRATIVE SERVICES AGREEMENT  
DATED JULY 1, 2019 (the “Agreement”)**

**together with its respective Exhibits, Attachments, and  
Amendments thereto (if any)**

**between**

**Employee Benefit Management Services, LLC (“Contract Administrator”)  
and  
Browning Public Schools (“Plan Sponsor”)  
(together, the “Parties”)**

**WHEREAS**, the Parties previously entered into the above-referenced Agreement for certain services to include Plan Sponsor’s access to certain health and welfare-related administrative services as set forth therein; and

**WHEREAS**, effective October 1, 2023 (the “Amendment Effective Date”), the Parties mutually agreed to amend the Agreement by replacing Schedule B (COBRA).

**NOW, THEREFORE**, the Parties agree to amend the Agreement as set forth below and shall execute this Amendment No. 4 thereto, which shall be attached to and incorporated by reference into the Agreement.

1. Commencing on the Amendment Effective Date, Schedule B to the Agreement is hereby deleted in its entirety and replaced with Schedule B, attached hereto and herein incorporated by reference.

All other terms and conditions of the Agreement shall remain in full force and effect. All terms not defined herein shall have the meanings set forth in the Agreement.

**IN WITNESS WHEREOF**, the undersigned have read and agree to the terms of this Amendment No. 4.

**Browning Public Schools**

**Employee Benefit Management  
Services, LLC**

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

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

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

Name: James Vertino

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

Title: President

**SCHEDULE B****COBRA**

Plan Sponsor requests that Contract Administrator, or its designee, provide certain services in compliance with the requirements of the Consolidated Omnibus Budget Reconciliation Act (“COBRA” or the “Act”), as amended, and all related regulations with respect to Plan Sponsor’s COBRA obligations for its group health plans, consumer-driven health plans, and other employer-sponsored health benefits, as applicable and in consideration of the following:

**DUTIES AND RESPONSIBILITIES OF PLAN SPONSOR**

- A. Notify Contract Administrator, in writing, of all Plan Members eligible under the Plan.
- B. Notify Contract Administrator of certain qualifying events, in writing, within thirty (30) days of the occurrence of a qualifying event, including but not limited to a covered employee’s end of employment, a covered employee’s reduction of hours of employment, death of a covered employee, commencement of a proceeding in bankruptcy with respect to the employer, or the covered employee becoming entitled to Medicare benefits (under Part A, Part B, or both) (“Qualifying Event”). Said notice shall contain sufficient information to satisfy the requirements as set forth in the Act.
- C. Forward any necessary information and/or documentation to Contract Administrator applicable to a Plan Member and a Qualifying Event.
- D. Assist Contract Administrator in obtaining any necessary information and/or documentation applicable to a Plan Member.
- E. Notify Contract Administrator of any Plan Member address change.
- F. If applicable, forward all necessary COBRA premiums.
- G. Report any deficiencies or unmet requirements to the IRS on Form 4980(b).
- H. From time to time, additional notices may be required by federal or state law. Plan Sponsor is responsible for providing these additional notices. Contract Administrator may provide the notices for an additional fee to be determined.

**DUTIES AND RESPONSIBILITIES OF CONTRACT ADMINISTRATOR**

- A. Upon receipt of complete eligibility documentation, Contract Administrator shall provide each Plan Member with written initial notice of his or her continuation coverage rights under the Plan.
- B. Following notice of a Qualifying Event, Contract Administrator will notify all Qualified Beneficiaries of continuation coverage rights and premium amounts.
- C. Contract Administrator shall receive elections and premiums from Qualified Beneficiaries, track all premium payments received, and provide telephonic assistance for inquiries on COBRA benefits.
- D. Contract Administrator shall notify Qualified Beneficiaries of rate changes, the unavailability of COBRA, and COBRA termination.

- E. Contract Administrator shall provide self-service access to Plan Sponsor for vendor eligibility. Reporting for vendor eligibility shall be available only upon request of Plan Sponsor for an additional agreed upon fee.
- F. In the event of a premium payment shortfall, Contract Administrator shall notify Qualified Beneficiary of the deficiency and allow for a thirty (30) day grace period prior to termination. Contract Administrator may process for payment any claims that are received during the grace period. Any termination of the Qualified Beneficiary shall be retroactive to the last date full premium payment was received by Contract Administrator.

**COMPENSATION**

- A. Contract Administrator shall retain two percent (2%) of the applicable premium of those who elect and pay COBRA.
- B. Contract Administrator shall be authorized to deduct the administration fees designated in Schedule A for each month from the Plan Sponsor Account.
- C. The fee structure shall be renewed annually and revised to be mutually acceptable to both Parties.

Effective Date: October 1, 2023