

## **BILLING SERVICES AGREEMENT**

This Billing Services Agreement (“Agreement”) is made and entered into as of this 1<sup>st</sup> day of January 1, 2025, by and between \_\_\_\_\_ (“Client”) and WAC Management, Inc., a Tennessee corporation (“WAC”), JH Berry Risk Services, LLC, (“JHB”), TGI,SPC, Inc. (“TGI”), and Associated Builders and Contractors of Alabama, Inc. (“ABCAL”).

WHEREAS, ABCAL has established an association employee welfare benefit plan referred to as Constructa-Care (the “Plan”) for the benefit of certain employees and dependents of its member employers;

WHEREAS, Client wishes to participate in said association employee welfare benefit plan; and

WHEREAS, Client desires to retain WAC, JHB, TGI, and ABCAL to provide certain billing, administrative and technology services with respect to the Plan;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### **ARTICLE I TERM**

Effective date and Term. This Agreement shall be effective as of April 1, 2021 (“Effective Date”) and shall continue for a term of one year unless terminated earlier pursuant to Article VI below. This contract will auto-renew for a period of twelve months each year, unless WAC, JHB, TGI, Petra and ABCAL are notified 90 Days prior to the expiration of contract.

### **ARTICLE II COMPENSATION**

For services performed pursuant to this Agreement, Client agrees to pay, or acknowledges that compensation/fees may be received as follows:

**\$36 Per Employee/Per Month Based upon Health Coverage**

This fee is to compensate WAC, JHB, TGI, and ABCAL for services provided to Client. Client specifically authorizes Provider to withdraw the per employee/per month fee from the Trust Account as payment of their collective fees. WAC may pay JHB, WAC, TGI, and ABCAL directly from the Trust Account the fees set forth below. The \$36 fee is divided among WAC, JHB, TGI, and ABCAL as follows:

1. \$10 to JHB;
2. \$6 to WAC;
3. \$5 to TGI;
4. \$5 to ABCAL

This fee may be modified by mutual agreement each year. All parties agree that the only compensation to be received by each provider is as indicated above and that no party shall receive indirect compensation in any form from any carrier or vendor. These fees do not prohibit any additional compensation being paid to service providers for services provided for the Client not related to the association health plan.

### **ARTICLE III RESPONSIBILITIES OF WAC AND JHB**

WAC and JHB agree to the following responsibilities and obligations:

1. WAC and JHB shall invoice Client in a timely manner based upon the most up to date eligibility information. Client understands that WAC and JHB solely rely on Client to provide accurate information regarding eligibility of employees and all relevant data required to process the premium billing accurately and timely. It is expressly understood and agreed by all parties that WAC, JHB, TGI, and ABCAL will not be liable for any claims or losses incurred by Client that arise out of or are related to the inaccuracy of the data submitted by Client. Additionally, Client agrees to defend, indemnify and hold harmless WAC, JHB, TGI, and ABCAL from any third party claims that arise out of or are related to the submission of inaccurate data submitted by Client.
2. Client recognizes that Client is part of an association health plan, including multiple like-industry businesses and that the payment of premiums by it are part of the total monthly premium due for the association.
3. WAC will hire all legal representation needed to create and provide necessary documents and/or contracts needed to fulfill association requirements.
4. WAC shall accept payment for premiums from Client and hold such payment in trust.

5. WAC shall submit payment of premiums on Client's behalf to certain agreed upon carriers.
6. WAC shall maintain the association health plan and trust agreements in conformance with applicable law and regulations.
7. JHB shall reconcile insurance carrier billing monthly and perform accounts receivable tasks related to carrier, vendor and provider payments. WAC shall maintain accounting records related to these duties.
8. WAC shall assist with association health plan compliance, including Form 5500 and M-1s.
9. JHB shall establish and maintain census, eligibility and enrollment information and assist Client with completion of applications for benefits, review individual applications and forward new applications and corrected forms to carriers.
10. JHB shall assist with and notify the Client regarding open enrollment and rate changes during annual renewal and will assist in carrier negotiations.
11. JHB shall negotiate and manage all aspects of contracting with association health plan carriers.
12. WAC will accept fiduciary duties solely regarding the management and operations of the Trust. WAC's fiduciary duties are expressly limited to verifying receipt of payments from members and paying insurance carriers and service providers pursuant to the terms of this Agreement. Neither WAC nor JHB has any responsibility to fund the Trust should any member not pay an amount due. WAC specifically is not offering any advice as to the reasonableness of any fees that client agrees to pay by executing this Agreement.

#### **ARTICLE IV OTHER PROVIDER DUTIES**

1. ABCAL agrees to assist in enrollment for all clients that seek to participate in the health plan and shall be responsible for organizing and providing services for the Constructa-Care Board.
2. TGI shall provide re-insurance risk and assist with group purchases of products offered and is on the default risk for nonpayment by a member..

**ARTICLE V**  
**RESPONSIBILITIES OF CLIENT**

Client agrees to the following responsibilities and obligations:

1. Maintain the Employee Navigator System and update the Employee Navigator System as necessary with current and accurate employee information and assist WAC and JHB by providing any additional information requested in order for WAC and JHB to accurately bill Client and the Association;
2. Upon receiving the JHB and WAC provider billing, Client agrees to verify the eligibility of covered employees and to notify JHB within three (3) business days (unless extenuating circumstances exist) if there are discrepancies between the carrier invoice and current Client employee lists. Client acknowledges and agrees that it is solely responsible for maintaining the accuracy of the data within the Employee Navigator System. Reviewing the bills timely assures that payments for terminated employees to carriers are properly accounted for so the Client can obtain a refund of payments for participants who are no longer employed or purchasing coverage. Client agrees to pay the full amount of the insurance carrier invoice each month by the 10<sup>th</sup> day of each month. Any payment received after the 25<sup>th</sup> day of the month will jeopardize insurance coverage for the month and may cause a retroactive termination of coverage to the last day of the previous month. WAC and JHB do not have authority to accept Client payments of less than the fully-billed amount from any insurance carrier. Any applicable credit shall be applied to the carrier invoice in the next month following notice being given to WAC or JHB. However, under no circumstances will a credit be allowed after the expiration of thirty (30) days.
3. Client shall contact JHB either by phone or secured email if there are discrepancies regarding a carrier invoice;
4. Client agrees to submit payment for the invoiced premiums within five (5) business days of receipt but no later than the 10<sup>th</sup> day of the billing month. Client acknowledges that if payment is not timely received by WAC, insurance coverages may not be timely paid and the Client's employees may have declined claims and/or coverage. Furthermore, WAC, JHB and TGI may terminate this Agreement due to missed or untimely payments as provided in Article V below.

5. Client agrees that WAC and JHB may speak on its behalf to any carrier or other third party service provider or vendor regarding matters pertaining to this Agreement.
6. Client agrees to abide by and protect the Client's employees' protected health information as required by the Health Insurance Portability and Accountability Act ("HIPAA").
7. Client, WAC, JHB and TGI agree to provide to all parties contact information for a secondary individual to contact to discuss billing should an issue arise when primary individual is out of the office due to vacation or illness.
8. Client understands and agrees that TGI is taking certain risks regarding nonpayment of premiums for the Plan and that this is the basis for the \$5 fee to TGI.
9. Client agrees that fees it is paying by executing this Agreement are reasonable.
10. Client delegates to WAC the authority to execute any Master Agreement with insurance carriers to secure coverage selected by the Client. Client specifically understands that WAC is doing this strictly as a matter of convenience and that Client is responsible for all payments to any insurance carrier selected by Client. Client further understands that getting multiple signatures on the Master Agreement from all participating employers in the trust is difficult and this delegation is to make sure contracts are executed timely.

## **ARTICLE VI DEFAULT & REMEDIES**

The occurrence of any of the following shall constitute a material default under this Agreement:

1. The failure to make a required payment when due;
2. The insolvency or bankruptcy of any party;
3. The failure to make available or deliver services in the time and manner provided in this Agreement.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten (10) days from the effective date of such notice to cure the default(s). If the defaulting party fails to cure the default within that period, the non-defaulting party may elect to terminate this Agreement.

In the event of termination of this Agreement, JHB, WAC, ABCAL and TGI shall be relieved of any further responsibilities to the Client effective with the date of the termination. Any compensation due JHB, WAC, ABCAL and TGI at the date of termination shall be paid.

## **ARTICLE VII INDEMNIFICATION**

Client shall indemnify and hold harmless JHB, WAC, ABCAL and TGI and their shareholders, directors, officers, employees and agents from and against any and all losses, damages, claims, penalties, liability and costs and expenses, directly or indirectly related thereto (including reasonable attorney's fees), which any or all of them may hereafter incur, or be responsible for or pay out as a result of any cause of action, claim, fee, fine, legal fees or other monetary damages caused by any negligent acts or omission or willful misconduct of Client or its employees or other contractors. Client understands that JHB, WAC, ABCAL and TGI relies on the information that Client provides to perform their duties. If incorrect or incomplete information is provided, JHB, WAC, ABCAL and TGI cannot perform their functions accurately.

## **ARTICLE VIII GENERAL PROVISIONS**

1. **Invalidity.** If any provision or application of this Agreement shall be adjudicated to be void or invalid then the remaining provisions or application shall be unimpaired, provided, however, that the basic purposes of this Agreement must be achieved through the remaining valid provisions.

2. **Waiver.** The waiver by a party of the other party's breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by such party, nor does such party waive its rights to seek future remedy for a previous breach.

3. **Complete Agreement.** This Agreement contains the complete Agreement between the parties for the service described in this Agreement and supersedes all prior agreements and understandings between the parties.

4. **Assignment.** Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

5. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

6. **Arbitration.** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration rules of the American Arbitration Association, including the rules applicable to discovery, however, all other discovery methods under Alabama law are also authorized. The arbitration shall take place in the State of Alabama, unless otherwise mutually agreed upon by the parties.

7. **Negotiated Agreement.** All parties agree that the terms of this Agreement are the result of arms-length negotiations, thus this Agreement shall not be construed against the drafter.

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the Effective Date.

\_\_\_\_\_  
\_\_\_\_\_  
/s/ \_\_\_\_\_  
Tax ID: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WAC Management, Inc.**  
\_\_\_\_\_  
\_\_\_\_\_  
/s/ \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**JH Berry Risk Services, LLC**

\_\_\_\_\_/s/\_\_\_\_\_

Name: Donald DiPlacido  
Title: Executive Vice President  
Date: 10/1/2021

**TGI, SPC, Inc.**

\_\_\_\_\_/s/\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Associated Builders and Contractors  
Of Alabama**

\_\_\_\_\_/s/\_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_