

## VOLUNTARY WAIVER OF COBRA ADMINISTRATION SERVICE

**As part of participating in the Business Health Trust (the “Trust”), \_\_\_\_\_ (“Employer”) acknowledges that its employees and their beneficiaries covered through Trust health benefits are eligible for continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986 (“COBRA”) and that Benefit Solutions, Inc. (“VIMLY”) provides COBRA administrative services on behalf of the Employer and the Trust. Employer knowingly and voluntarily waives these services.**

In order to qualify to waive VIMLY COBRA services, Employer represents that it has contracted with a third-party administrator (TPA) to provide COBRA administrative services (contact information below). **Important:** The Trust has made the determination that an employer is only eligible to waive VIMLY COBRA services if they have another TPA doing the COBRA administration – they may not waive and do COBRA administration of the Trust plans themselves.

Please keep in mind all COBRA related communications, enrollment updates, and eligibility changes must be directed to VIMLY only. Carriers will not accept change requests or payments made directly to them and doing so will delay enrollment and cause disruption in COBRA beneficiaries’ coverage.

<b>COBRA Administrator Contact Information</b>			
COBRA Administrator Company Name:		COBRA Administrator Phone (main):	
Address:		City	State      Zip
Contact Name:	Contact Phone:	Contact Fax:	Email Address:
Will COBRA Administrator be remitting the collected COBRA premiums to: <b>Employer</b> <input type="checkbox"/> <b>VIMLY</b> <input type="checkbox"/>			

Employer assumes all liabilities and penalties associated with any violation of the notice and administrative obligations set forth in COBRA. The Trust and VIMLY, along with its officers, directors, agents, representatives, employees, and any subsidiaries are released from any obligations, responsibilities, or claims related to Employer’s COBRA notification and/or administration duties.

Employer does hereby indemnify and hold harmless VIMLY and the Trust from any and all loss, damages or liability incurred in complying with COBRA as described in this waiver. In the event that VIMLY or the Trust is made a party to any investigation, or legal proceeding of any kind or nature or subject to any penalties or excise taxes arising out of Employer’s waiver of COBRA services hereunder, directly or indirectly, Employer agrees to indemnify and hold VIMLY and the Trust harmless from any and all liability and expenses (including reasonable attorneys' fees) resulting there from.

\_\_\_\_\_  
Employer Name

\_\_\_\_\_  
VIMLY Account Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title