



COBRA Service Agreement

Ormat Technologies

Effective: 01/01/2024

Scope of Services

Services Included

HRPro will perform COBRA administrative duties as described in this section's Scope of Services. Final deliverable of this signed document will be in PDF format. Scope of services include:

To Ensure Compliance

- Initial notification letters (New hires beginning of effective date)
- All required COBRA notices

Ease of Access

- Online portal for both employers and employees
- May be integrated with Employee Navigator for easy data sharing
- Single account manager for personal support services
- Support available via email, phone or webchat

Educational/Enrollment Services

- Consultation and support for employees and employers
- Terminated employee support
- Standard or customized enrollment materials (if requested)

Plan Includes

- Account planning and set-up
- Monthly premium billing and collection (if included in signed proposal)
- Enrollment and eligibility processing
- Monthly reports
- Online reports
- Takeover of QE's
- Database maintenance
- Data archiving
- Standard postage and printing

Definition of Roles

Under this scope of services, Ormat Technologies will function as the Benefit Plan Administrator (as defined by the Acts), and HRPro as the COBRA Plan Service Provider. HRPro will function as subcontractor for administrative services.

Responsibilities of Plan Service Provider

Ormat Technologies has resolved to retain HRPro to assist with certain compliance requirements of the Consolidated Omnibus Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and



Accountability Act of 1996 (HIPAA), and any amendments thereto, hereinafter referred to as "the Acts";

In consideration of the premises and mutual promises contained herein, the parties agree as follows:

Ormat Technologies hereby retains HRPro to assist its benefit plans Administrator (as defined by the Acts) to provide notifications and services as indicated below:

- Required/Standard COBRA letters sent First Class Mail including the following letters:
 - Qualifying Event Notification to Qualified Beneficiaries for Qualifying Events occurring after the effective date of this agreement. (Sent Proof of Mailing Certification by U.S. Postal Service)
 - Standard Department of Labor/Initial Notices for all newly enrolled employees occurring after the effective date of this agreement. (Sent Proof of Mailing Certification by U.S. Postal Service)
 - Certificate of Creditable Coverage Notification (available upon request)
 - Termination Notification upon non-payment of premium or end of COBRA term.
 - Open Enrollment Materials occurring after the effective date of this agreement.
 - Additional Non-Standard letters can be provided at an additional cost per letter.
- Billing, premium collection, and remittance to Ormat Technologies. HRPro will retain any administrative fees added to premiums.

Additional responsibilities and duties of HRPro (Plan Service Provider):

- Maintain computer and/or physical records of all notices.
- Maintain a database of qualifying beneficiaries to whom any notifications have been sent. Data will include all pertinent information reported by Ormat Technologies.
- Provide Ormat Technologies with confirmation reports of all activities.
- Notify Ormat Technologies of any discrepancies or conditions it discovers during the course of its operations that may require action by Ormat Technologies.
- Notify Ormat Technologies of known changes or updates relating to compliance with the Act.

Responsibilities of Benefit Plan Administrator

At least two weeks prior to commencement of services under this agreement, Ormat Technologies shall submit to HRPro the following information:

- (If requested) Submit a complete spreadsheet of all employees who are active participants in covered health plans.
- Submit to HRPro a completed and signed questionnaire regarding qualified health plans offered by Ormat Technologies.
- Submit to HRPro a completed data sheet (provided by HRPro) for each of the following: COBRA

Participants, Qualifying Beneficiaries who have been notified and are in the election period, and Qualifying Beneficiaries who have not been notified.

- Following commencement of services under this agreement, Ormat Technologies will notify HRPro in writing within 10 working days of the date it has knowledge of the following:
 - Employees who have become eligible for and elected a covered benefit.
 - Qualifying Events (Death of a covered employee; Termination of employment; Reduction of work hours which cause loss of coverage; Divorce or legal separation of a covered employee; A covered employee's entitlement to benefits under title XVIII of the Social Security Act (Medicare); A dependent of a covered employee ceasing to be a dependent; or Changes to covered health plans (including insurers, rates, or benefits)).
- Each month, HRPro will send Ormat Technologies a premium distribution report (if applicable), an activity report and a termination report. It is the employer's responsibility to reconcile these reports against any activity sent to HRPro. Ormat Technologies must notify HRPro within 10 days of any errors or omissions on activity or termination reports.

Representations, Warranties, and Understandings:

- Ormat Technologies warrants and represents that it is the legal Plan Administrator and sole fiduciary of the Plan or Plans covered by this agreement and shall not require any bond or security of HRPro in the performance of its duties under this Agreement.
- Ormat Technologies reserves full authority to make all decisions regarding its COBRA administration, including those duties and responsibilities delegated to HRPro by this Agreement. In accordance with this Agreement, HRPro will serve as a Service Provider under the direction of the Plan Administrator, but will not act as the Plan Administrator.
- Ormat Technologies shall take any and all necessary action and execute any and all necessary documents to authorize HRPro to perform its functions and duties pursuant to this Agreement.
- Ormat Technologies agrees to timely provide HRPro with information and/or documentation reasonably requested by HRPro, which is necessary for HRPro to fulfill the terms and conditions of this agreement.
- Each Party agrees to indemnify, defend and hold harmless each other Party, its affiliates and each of their respective directors, officers, employees, agents or assigns from and against any and all actions, causes of actions, claims, suits and demands whatever, and from all damages, liabilities, costs, charges, debts and expenses whatever (including reasonable attorneys' fees and expenses related to any litigation or other defense of any claims), which may be asserted or for which they may now or hereafter become subject arising in connection with any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the Party to the Agreement and any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of any way connected with the Party's performance.

- It is Ormat Technologies's responsibility to reconcile monthly premium, activity and termination reports against any COBRA activity sent to HRPro and notify HRPro of any errors or omissions within 10 days. If Ormat Technologies fails to notify HRPro within 90 days of any errors or missing information, HRPro will not be held liable for any costs or penalties associated with the error.

Reports and Data

All reports and data remain the property of Ormat Technologies. On request, HRPro will provide Ormat Technologies all data in the electronic or printed format used by HRPro.

Terms of Service

This contract will begin on 01/01/2024 and will automatically renew until it is terminated by either party with 30 days advanced notice.

This is the sole agreement between the parties and shall not be amended or modified except by written agreement between the parties. This agreement shall be binding upon both parties, its successors or assignees, and shall be interpreted under the laws of the State of MI.

Payment Fees and Terms

Upon approval of this proposal, Ormat Technologies will be invoiced the first week of the effective date's month for initial set-up fee, monthly per employee fees and any optional add-on service fees. After initial set-up and add-on fees are paid, Ormat Technologies will receive an invoice within the first week of every month with their monthly administration fees. Invoice shall be due within 10 days of receipt.

This Agreement shall automatically renew for one-year terms on the one-year anniversary following the effective date above unless modified in writing by mutual agreement of both parties 30 days prior to the cancellation date.

HRPro has the right to change the fee schedule above by giving at least sixty (60) day notice to Ormat Technologies. The fees in the signed proposal document shall be guaranteed for a minimum of 1 year.

Next Steps

Please read the scope of services and terms on the previous pages to make sure you understand all the details involved with us working together. It is important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.

If you have any questions, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.

Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.

Once we receive notification of your acceptance, we'll send you the applicable set up forms. Once those are completed, our implementation team will be in touch to sort out next steps and get the project rolling.

If you'd like to speak to us by phone, don't hesitate to call. Your representative's information is found on your signed proposal page.



Acceptance

The undersigned signature for Ormat Technologies hereby warrants and represents that he/she is duly authorized by Ormat Technologies to execute this Agreement on behalf of Ormat Technologies, and that he/she as read the Agreement in its entirety.

Plan Sponsor/Plan Administrator: Ormat Technologies


Signed by: 

Full Name:

Title:

Date Signed:

Plan Service Provider: HRPro

Signed by: 

Full Name:

Title:

Date Signed: