

Contract Summary Form

Alight Solutions LLC

OC Expediter Requisition #: 1690559

SUMMARY OF SIGNIFICANT CHANGES

1. Contract Term – extended from June 30, 2027, to and including June 30, 2030.

SUBCONTRACTORS

The contract, due to the nature of the services, could require the addition of subcontractors. In order to add subcontractor(s) to the contract, the contractor must seek express consent from the department. Should the addition of a subcontractor impact the scope of work and/or contract amount, the department will bring the item back to the Board of Supervisors for approval. In the past, subcontractor(s) have been used for this contract.

This contract includes the following subcontractors or pass through to other providers.

Subcontractor Name	Service(s)	Amount
Alegeus	Reimbursement Account technology platform, debit card processor, client banking and treasury management services	Included in Health and Welfare per participant fee
Amazon Web Services	Text messaging to Participants	Included in Health and Welfare per participant fee
AT&T	800 number and Access Direct® personalized IVR/routing services	Included in Health and Welfare per participant fee
CIC Plus	Produces and distributes tax Form 1095-C's for Alight's Comprehensive Section 6055/6056 services.	Included in Health and Welfare per participant fee
Citibank and Deluxe	Banking and lockbox services for direct billing and payments	Included in Health and Welfare per participant fee
Eliza	Outbound voice messaging services	Included in Health and Welfare per participant fee
Exela Technologies, Inc.	Print, fulfillment and imaging services	Included in Health and Welfare per participant fee
Ipsos Loyalty	Customer satisfaction measurement services	Included in Health and Welfare per participant fee
LanguageLine Solutions (LLS)	Translation services for Participants utilizing Customer Service	Included in Health and Welfare per participant fee
NextIT	Powers "Lisa", our Intelligent Virtual Assistant	Included in Health and Welfare per participant fee
Salesforce	Case management tooling	Included in Health and Welfare per participant fee

Subcontractor Name	Service(s)	Amount
SiTEL, Randstad and Chime	Seasonal and peak customer service staffing support	Included in Health and Welfare per participant fee
Zelis Healthcare	Provides personalized physician/hospital search services.	Included in Health and Welfare per participant fee
Wipro	Provides operations (e.g., ongoing processing administration), back office (e.g., claims processing) and technology support	Included in Health and Welfare per participant fee

CONTRACT OPERATING EXPENSES

1. **Compensation:** This is a fixed fee price Contract between the County and Contractor for services as provided under this Contract. The Contractor agrees to accept the specified compensation as set forth in this Attachment B as full remuneration for (a) performing all services and furnishing all staffing and materials required, (b) any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, (c) risks connected with the services, and for performance by the Contractor of all its duties and obligations required herein.

In addition to payment of fees, the County will reimburse Contractor for actual costs for the following pass-through expenses:

- Postage – to be charged separately and at cost
 - Handling - outside delivery Services such as shipping, express mail, and messenger Services.
2. **Pricing Structure:** Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
 3. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
 4. **Payment Term:** Standard H&W services ongoing fees and Tax-Advantaged Flexible Spending Account Services (HCFSA, DCFSA and Judges' Reimbursement Accounts) will be invoiced by Contractor forty-five (45) calendar days in advance of providing Services. Such invoice will include an estimate of the standard ongoing fees based on estimated counts. The County shall pay such invoice by wire transfer or Automated Clearing House (ACH) payment within forty-five (45) calendar days of receipt of a correct invoice. At the end of the month for which Services are provided, a reconciliation of actual to estimated counts will be performed and any necessary adjustment will be made on the next invoice. For example, Contractor will invoice for April Services by February 15th. The County will pay invoice by April 1st. Reconciliation will be done at the end of April and any adjustments will be reflected on the May invoice. Standard ongoing fees commence the first of the month in which the Services are scheduled to go live and end the month the last production data file is processed by Contractor The final reconciliation and associated invoice of the H&W standard fees and the HCFSA, DCFSA, and

Judges' Reimbursement Accounts will be done forty-five (45) calendar days after the end of the month of the last production data file

Fees for additional services other than monthly H&W and Tax-Advantaged Flexible Account Services (HCFA, DCFA and Judges' Reimbursement Accounts) will be invoiced to County based on charges through the last day of the month. Such invoices are to be submitted within 30 calendar days from the last day of the month in which the services were provided. Payment will be net 30 calendar days after receipt, and approval, by County of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. Any additional runout services beyond the scope of services will be billed as change orders.

Adjustment or credits due to the reconciliation of the standard fees will be included on the invoice.

Invoices shall cover services not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

5. Payment – Invoicing Instructions, Miscellaneous Fees, and Other Charges: The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address, if different from 1 above
3. Name of County agency/department
4. Delivery/service address
5. Contract Number
6. Date of order
7. Type of fees/service
8. Sales tax, if applicable
9. Dates of fees/service
10. Brief description of fees/service – detail hourly rates
11. Contractor's Federal I.D. Number

The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the County Auditor-Controller for processing of payment. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. Invoices and support documentation are to be forwarded to:

Benefits Administration Program Manager
Human Resource Services, Employee Benefits
400 W. Civic Center Dr., Ste 111
Santa Ana, CA 92701

The fees provided in this Compensation/Payment Schedule assume Contractor will provide the Services consistent with the Scope of Work in Attachment A (the “Scope of Work”). Certain of the Services and procedures discussed in the Scope of Work will be set out with greater specificity in the Business Requirements Document.

Ongoing Administration Fees

Service Commencement Dates	Date
Health and Welfare (H&W) Services	April 1, 2020 or Go Live whichever is later

Ongoing Fee Schedule

H&W Standard Services as reflected in the SOW	Per eligible H&W Participant per month (as defined below): April 1, 2025 – June 30, 2027 = \$8.00 July 1, 2027 – June 30, 2030 = \$7.75
COBRA Administration Services	Included
Direct Billing Administration Services	Included
Payroll Reconciliation (monthly snapshot compare of active and pension payroll contributions)	Included
Annual Full-Time Student Verification (Dental Plan) – online or customer care attestation (no documentation collected)	Included
Employer Mandate Eligibility Tracking (FTE Requirement)	Included
Printing and Fulfillment for Standard System-generated Communications (e.g., new hire enrollment notice, confirmation statement, dependent verification, COBRA notice, etc.)	Included
Printing and Fulfillment of County-provided Communications (e.g., SPD mailing, annual enrollment guide, etc.)	County to reimburse Contractor for actual Printing and Fulfillment costs. Cost varies based on the volume, scope and complexity of each mailing and will be quoted in advance for review and approval by the County.

Ongoing Dependent Verification Services – (verification process to validate dependent eligibility for new hires, family status changes, qualified events and new dependents added during open enrollment)	\$20.84 per event
Medicare Eligibility and Premium Verification Services	\$20.84 per event
Tax-Advantaged Flexible Spending Account Services (HCFSA, DCFSA and Judges’ Reimbursement Accounts)	<p>HCFSA/DCFSA:</p> <ul style="list-style-type: none"> \$3.43 per enrolled Participant per month (pepm), assuming 1,000–2,499 Participants. \$3.16 per enrolled Participant per month (pepm) for 2,500–4,999 Participants. Fee decreases with higher enrollment counts. <p>Judges’ HRA:</p> <ul style="list-style-type: none"> \$369.24 per month, assuming 89 enrolled Participants
<p>Affordable Care Act – Section 6055/6056 Employer Reporting Solutions</p> <p><i>Comprehensive Solution (includes code derivation, form delivery, tax filing, and customer service per delivery model)</i></p>	<p>\$70,154.74 per year</p> <p><i>Assumptions:</i></p> <ul style="list-style-type: none"> Service is effective for 2024 tax year (filings performed in early 2025) Annual fees are payable 40% in October, 40% in November and 20% in December. 25,271 employees and pre-65 retirees including up to a +/- 10% variance. Includes 5% annual allocation for corrected forms or paper reprint requests and \$1.25 fee per form above 5%.

In the event of a mutually agreed upon mid-month Go Live date (instead of first of a month), the ongoing per participant fee will be prorated for that month based on the number of days that Contractor is providing services.

Fees for ongoing services and any renewal period are subject to an annual increase, beginning April 1, 2021, or 12 months after Go Live whichever is later, and each anniversary date after. Fees will only increase if the Employment Cost Index (Table 9. Employment Cost Index for Wages and Salaries, for Private Industry Workers, Not Seasonally Adjusted, All Workers) exceeds three

percent (3%), in which case fees will increase by the amount above three percent (3%). Each fee increase will be communicated to the County at least 60 calendar days prior to the effective date of the increase and will be based on the most recent percent change for the 12-month period ending in the prior December.

Optional Services

Contractor shall provide the following services upon the written request of County, at the rates set forth below.

One-time Dependent Audit:	
Administrative Services	\$12.80 per event
Audit Technology	\$ 8.04 per event
Claims & Appeals Management Services	\$400 per case
QMCSO Administration Services	\$250 per Order
Power of Attorney (POA) Services	\$400 per POA
Employee Total Rewards (Digital Approach)	
Implementation	\$90,000, onetime
Ongoing:	\$70,000, annually
<ul style="list-style-type: none"> • Personalize Total Value Statement page that is customized with County branding • Total Rewards data card on home page • Supporting Content pages (up to 5) • Supporting recommendation cards (up to 5) • Data integration with external providers (up to 5) and data refresh scheduled as often as requested • Available via Web and Mobile • Quarterly Total Rewards content refreshes • Reporting and Analytics to show statement views/downloads • Launch and annual promotional communication campaigns The items below are included: <ul style="list-style-type: none"> - One High Impact Email launch campaign to drive awareness and adoption. - One High Impact Email campaign annually to re-promote Total Rewards and drive ongoing engagement. - An annual strategy/consulting touchpoint to align on priorities and what to promote. 	<p>*If implemented mid-year, ongoing fee will be prorated based on the full months the Contractor is providing services.</p>

<p>Candidate Total Rewards</p> <p>A secure, personalized candidate experience that models the value of the total job offer (beyond pay) and supports recruiters with automated candidate communications and hosted access. The Candidate Total Rewards does have an Incremental implementation and on-going cost.</p>	<p>Pricing TBD</p> <p>If implemented, pricing will be detailed in mutually agreed upon Change Order</p>
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Communication Services

Billable rates for Custom Communication Services support. For additional services requested through a mutually agreed upon Change Order, the below rates will be used to calculate fees based on an hourly rate for requested services. Rates may increase yearly by no more than a maximum of 5% from the prior year’s rates.

Role	Rate
County Lead	\$550
Project Manager	\$430
Writer	\$405
Designer	\$325
Production Editor/Proofreader	\$295
Project/Production Coordinator	\$330
Developer	\$325
Digital Consultant	\$420

The County agrees to reimburse actual printing and fulfillment costs for the Custom Communication Services outlined above. Examples of current fulfillment rates for custom communications as of the date of execution of the Contract are listed below. In the event new Communication Services are requested by the County, any additional design costs will be addressed through the Change Order process. Fulfillment and postage will be billed separately and at cost.

Flexible Spending Account (Health Care/Dependent Care)

- Fees are per Participant per month during each Plan year (fee commences the month the Account is open (usually January for calendar year Plan years, but later for mid Plan year hires)) and the applicable Claims Submission Period. If a Participant is enrolled in both Health Care and Dependent Care accounts, only one monthly fee will apply. The monthly fee attributable to the Claims Submission Period for a Participant is waived if the Participant

establishes an Account of the same type for the following Plan year. If the Participant does not establish an Account of the same type, County will be billed for any month during the Claims Submission Period in which the Account carries a balance.

- For the Carry Over (\$500) following the Plan year, the monthly fee attributable to the Carry Over for the Participant is waived if the Participant establishes an Account of the same type for the following Plan year. If the Participant does not establish an account, County will be billed for any month in which the Account carries a balance during the Carry Over period.
- For purposes of this Service, (i) “Participant“ means each employee enrolled in a Health Care Flexible Spending or Dependent Care Flexible Spending Account for which Contractor is providing administrative Services under this Agreement, (ii) “Claims Submission Period” means the period immediately following a Plan year during which Participants may present, and Contractor will process, claims for such Plan year (commonly, for calendar year Plans, through March 31st following the end of the Plan year), and (iii) “Carry Over” means the plan allows up to \$500 of unused funds to carryover from one plan year to the next plan year without impacting the annual IRS maximum for the new plan year

Total Rewards

A comprehensive digital total rewards platform, including customized statement design, data aggregation, hosting, maintenance, and employee access capabilities. The solution is available (excludes AOCDs), and can be implemented upon a mutually agreed upon Change Order, that will detail:

- Scope of Services
- Implementation and Timeline
- Data Security, Privacy, and Ownership
- Accuracy & Liability for Statements
- Service Level Agreements
- Fees & Pricing Structure
- Employee Communications & Support

Change Order Contractor Billing Rates

Billing rates for various employee classifications to be assigned to implement Change Orders mutually agreed upon between the Parties pursuant to Section 17 of Attachment A, Scope of Work.

Employee Classification	Rates effective June 1, 2024
Service Delivery Manager / Implementation Manager	\$519.04
Senior Project Management / Senior Technology	\$427.26
Project Management / Technology	\$337.58
Business Analyst / Configuration Analyst	\$239.47
Customer Service	\$179.34
Project Management / Technology (Offshore)	\$107.60
Business Analyst / Configuration Analyst (Offshore)	\$81.23

Rates for Change Orders are subject to an annual increase, beginning April 1, 2021, or 12 months after Go Live whichever is later, and each anniversary date after. Rates will only increase if the Employment Cost Index (Table 9. Employment Cost Index for Wages and Salaries, for Private Industry Workers, Not Seasonally Adjusted, All Workers) exceeds three percent (3%), in which rates will increase by the amount above three percent (3%). Each rate increase will be communicated to the County at least 60 days prior to the effective date of the increase and will be based on the most recent percent change for the 12-month period ending in the prior December.

Additional support for Run-Out processing pursuant to Section 22.13 of Attachment A, Scope of Work, will be billed at the Change Order rates listed above.

Assumptions

- For H&W Services, eligible H&W Participants are individuals with independent eligibility rights for one (1) or more of the health and welfare plans. Participants who are not eligible for County benefits are excluded from this calculation (e.g., E00P, ESLP, R20P, AOCDS retirees, County RMR Deps of AOCDS retiree health). For purposes of clarity, this also includes:
 - Employees enrolled in health coverage via the Association of Orange County Deputy Sheriffs (AOCDS). Contractor to calculate payroll deductions and administer County-provided benefits.
 - Individuals who are still in their initial COBRA enrollment period
 - Employees on unpaid LOA, including those who have opted out of coverage. These individuals have an enrollment opportunity after the move to LOA (e.g., drop/change coverage) and could also have life events while on LOA.
 - Variable hour employees deemed to be full-time as part of ACA Employer Mandate measurement administration. Considered an eligible Participant while in their 12 month “stability” period, during which full-time status is locked in.

- Retiree Married to Employee (RME), where retiree chooses to be covered by the employee. Retiree is considered a Participant as they still have rights to coverage, can experience events that impact coverage, and require tracking of Retiree Medical Grant.
- Employee Married to Employee (EME): Each employee is evaluated separately to determine if they have independent eligibility rights.
- Employee who is retiring and choosing between COBRA and retiree coverage. This individual will only be counted as one Participant.
- Contractor has relied on the information provided by the County through the RFP process about its current plans, activity volumes, and head counts of 25,271 H&W Eligible Participants.
- Contractor’s minimum monthly H&W Participant-based ongoing fees will be calculated using 90% of the Participant head counts listed above. Should Participant counts increase or drop by more than 10%, the Parties agree to renegotiate the fees in good faith. Until such time an agreement is reached, the minimum ongoing fees shall apply.
- Fees assume a passive annual enrollment each year, with exception of plans requiring an annual election (e.g., Flexible Spending Accounts and Optional Benefit Plan).
- Contractor will pay for travel-related expenses for implementation and semi-annual stewardship meetings.