

CONTRACT

FOR

**BENEFITS ADMINISTRATION
OUTSOURCING SERVICES**

BETWEEN

COUNTY OF ORANGE

AND

ALIGHT SOLUTIONS LLC

CONTRACT

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CONTRACT

THIS Contract for Benefits Administration Services (hereinafter referred to as “Contract”) is effective July 1, 2019, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and Alight Solutions LLC, with a place of business at 4 Overlook Point, Lincolnshire, IL 60069, hereinafter referred to as “Contractor”, which are sometimes individually referred to as “Party,” or collectively referred to as “Parties.”

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (“RFP”) for the Benefits Administration Services; and

WHEREAS, the Contractor responded and represents that its services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the Orange County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into this Contract with Contractor for Benefits Administration Services;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- Scope of Work:** This Contract, including any Attachments and Exhibits, specifies the contractual terms and conditions by which the County will procure Benefits Administration Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as “Attachment A”. The Parties may mutually agree in writing to make administrative modifications to specific provisions within the Scope of Work, without further approval of the County’s Board of Supervisors, provided that the modifications do not change the overall scope of work or increase the cost to the County.
- Compensation:** The Contractor agrees to accept the specified compensation as set forth in Attachment B, Compensation, incorporated herein by this reference, as full payment 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 performance of the Services until acceptance, (c) risks connected with the Services, and (d) performance by the Contractor of all its duties and obligations required herein. All invoicing and payment for services performed under this Contract shall be as specified in Attachment B, hereto. At its sole discretion, County may increase the Total Compensation by an amount not to exceed ten percent (10%) of the original amount for the first year of the Contract, for additional services within the original scope of work, subject to mutual agreement by the Parties.
- Contract Term:** The initial term of this Contract is July 1, 2019 through March 31, 2025, unless earlier terminated by the County. The Contract may be renewed for up to two (2) additional one (1) year periods, upon mutual agreement of the Parties. The County does not have to give reason if it elects not to renew. Renewal of the Contract shall require approval by the Orange County Board of Supervisors. Permitted renewals of the Contract provided in this paragraph shall not result in any change in any other term, condition or provision of this Contract, unless such change is approved by the Orange County Board of Supervisors.
- Entire Agreement:** This Contract, including its Attachments and Exhibits, attached hereto and incorporated herein by this reference, contains the entire Contract between the Parties with respect to the matters herein. There are no restrictions, promises, warranties or undertakings other than those set forth or referred to herein. No exceptions, alternatives, substitutes, or revisions are valid or binding on the County unless authorized by

the County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on the County unless accepted in writing by the County's Purchasing Agent or his authorized designee. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract (i.e., those provisions set forth in the recitals and articles), and then the attachments and then the exhibits.

5. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on the County unless authorized by the County in writing.
6. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
7. **Appropriation/Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited County may immediately terminate or modify this Contract without penalty. In the event of an issue regarding funding or appropriations relating to this Contract, County will immediately notify Contractor and in good faith attempt to negotiate a modification of this Contract to permit Contractor to continue to provide benefit administrative services altering the services provided under this Contract in Attachment A, Scope of Work.
8. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or other applicable taxes, fees, or assessments. Contractor shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. County and Contractor shall each bear responsibility for their own federal, state or local taxes or assessments. To the extent taxes applicable to the Services are payable by the County, those taxes will be separately identified on an invoice and will be payable in accordance with the applicable terms of this Contract.
9. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed Scope of Work. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
10. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
11. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contract by Contractor without the express written consent of County Project Manager, which shall not be unreasonably withheld, as identified below. Notwithstanding the foregoing, the Subcontractors listed at Attachment C are permitted subcontractors. Contractor may assign this Agreement in connection with an initial public offering of Contractor's business, upon express prior written notice and consent by the County, provided such assignee has the ability (financial

and operational) to satisfy Contractor's obligations under this Agreement and agrees in writing to assume the Contractor's rights and obligations set forth in this Agreement. Contractor may conduct an IPO of Contractor's business under this Agreement, provided there is no assignment of Contractor's obligations under this agreement. Contractor may assign this Agreement to an Affiliate pursuant to an internal consolidation or corporate reorganization, upon express prior written notice and consent by the County, provided such assignee has the ability (financial and operational) to satisfy Contractor's obligations under this Agreement and agrees in writing to assume the Contractor's rights and obligations set forth in this Agreement. Notwithstanding the foregoing, any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County Project Manager, which shall not be unreasonably withheld, shall be invalid and shall constitute a breach of this Contract. Irrespective of any assignment of subcontracting with respect to any portion of this Contract, Contractor shall remain fully responsible and liable for the performance of all services required herein. Notwithstanding the preceding provisions of this paragraph, services to be performed for County under this Contract (i) may be performed by personnel of Contractor or of any other entity that is controlling, controlled by, or under common control with, Contractor and (ii) Contractor may assign this Contract and all rights, duties and obligations hereunder to any other entity that is controlling, controlled by, or under common control with the Contractor that succeeds to the business of Contractor providing the services under this Contract. Notwithstanding this paragraph or any other terms or provisions set forth in this Contract or its attachments, work done for the County, its employees, agents, directors, elected officials or their dependents as it relates to Participant interaction, including necessary access to Participant specific data, may be performed outside the United States of America by Core Account Team Members as listed in Staffing Plan, Attachment C, or otherwise mutually agreed by the parties. In no case may Participant specific data be sent to locations outside the United States of America. If Participant specific data will be accessed by team members outside the United States beyond the approved personnel with functions and duties approved for overseas access as reflected in Attachment C, Staffing Plan, Contractor must receive prior written permission from the County. Newly added Contractor personnel and approved subcontractors located outside of the US may access Participant specific data only upon prior approval of the County. County reserves the right to revoke approval of access to Participant specific data outside the United States by Contractor personnel or approved subcontractors if either Contractor personnel or subcontractors fail to comply with any conditions upon which the County granted approval of access to Participant specific data, with prior written notice to Contractor and an opportunity to cure any issue so identified by the County.

12. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties imposed for a violation of anti-discrimination laws or regulations including but not limited to Section 1720 *et seq.*, of the California Labor Code.
13. **Performance Warranty:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services performed by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, in connection with performance of the services; and, if permitted to sub-contract, shall be fully responsible for all work performed by subcontractors.
14. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files

or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction at no charge to County. To the extent Contractor does not comply with the terms of this Agreement and such non-compliance is directly caused by County's failure to provide information as required to perform services under this Contract, then Contractor will not be responsible for any delay or other consequences directly caused by County's failure to provide such information. To the extent Contractor must re-perform de minimus services due to incorrect information provided by the County, Contractor shall do so at no additional cost to County. However, should the Contractor be requested to re-perform significant services, which is defined as Contractor having to expend more than 8 hours per error of Contractor's personnel working to correct errors attributable to the County, Contractor will provide the County an estimate detailing (i) the incorrect information provided, (ii) the staffing level required to perform the correction, and (iii) the estimated cost for the provision of corrective services before such services are provided. County shall not be obligated to pay for such services until the County's Project Manager has agreed to the billing of the reperformance of the services, and Contractor shall not be required to re-perform significant services should County decline to pay for such reperformance.

15. **Warranty:** Contractor expressly warrants that the services covered by this Contract are: 1) merchantable and good for the ordinary purposes for which they are used; and 2) fit for the particular purpose for which they are intended. Acceptance of this Contract shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees, as identified in Paragraph 18 below and as more fully described in Paragraph 18, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, regulations, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
16. **Patent/Copyright Materials/Proprietary Infringement:** Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right or trade secret right of any third party. Contractor agrees that, subject to the indemnification paragraph 18, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses regarding infringement of patented or copyright materials. Notwithstanding the foregoing, Contractor will not indemnify County for infringement claims hereunder if a claim of infringement is directly caused by County's use or modification of Contractor's software or written materials that is not authorized by Contractor or permitted by this Agreement.
17. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws") that are applicable to Contractor's business operations, including those necessary for Contractor to perform the services provided by Contractor to the County in its governmental capacity and all other laws applicable to Contractor in its capacity as a service provider of the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements and limitations of Paragraph 18 below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws. Contractor will endeavor to inform County of laws applicable to County's benefit plans but is not responsible for County's compliance with the laws applicable to County's benefits plans, and associated fiduciary obligations, except for those that apply directly to Contractor's services provided under this Contract. The County understands and intends that Contractor shall not be a fiduciary within the meaning

of any applicable law with respect to any County Plans. All discretion and control with respect to the terms, administration or assets of any Plan shall remain with County or with the named fiduciaries under such Plan.

18. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any Claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to any negligent act or omission by the Contractor or breach of the contract in providing the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of (i) the concurrent active negligence of County or County Indemnitees, or (ii) acts or omissions undertaken by Contractor at the direction of the County or any authorized agent thereof, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Contractor's maximum aggregate liability for Losses with respect to Contractor's acts, errors or omissions shall not in any event exceed an amount equal to the average annual fees paid or payable to Contractor under this Agreement. The limitations of liability under this Section shall not apply to Losses arising from: (a) Contractor's fraudulent, criminal or willful and intentional misconduct; (b) bodily injury, including death, or damage to tangible personal or real property incurred while Contractor is performing the Services and to the extent caused by the negligent or willful acts or omissions of Contractor's personnel or agents in performing the Services; (c) Contractor's breach of the confidentiality provision of Section 20 of this Agreement; or (d) the infringement of the County's proprietary information including but not limited to patent rights, copyright rights, rights of publicity, and rights of privacy. Notwithstanding anything to the contrary herein, and without limitation of Section 20, a data privacy breach or other data security experienced by Contractor that is perpetrated or otherwise caused by an unrelated third party shall not be deemed a breach of Contractor's confidentiality obligations hereunder. Contractor's maximum aggregate liability for Losses with respect to Contractor's breach of the data privacy and data security obligations under the Contract shall not exceed an amount equal to \$10,000,000.
19. **Insurance:** Prior to the provision of services under this but upon execution of this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, Contractor shall ensure subcontractors performing work on behalf of Contractor pursuant to this Contract shall maintain insurance in line with the Services being performed by such subcontractor. Contractor is responsible for the actions of their subcontractors.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall maintain insurance subject to the same terms and conditions as set forth above. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, which shall not be unreasonably withheld, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

Subject to Section 18, in addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

- 1) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract subject to the cure period set forth in Section 33.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings, which approval shall not be unreasonably withheld.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy* Liability/ Technology Errors & Omissions	\$5,000,000 per claims made \$10,000,000 aggregate
Employee Dishonesty (Client Coverage)	\$5,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming *the County of Orange, its elected and appointed officials, officers, and employees* as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary for Contractor's liability under Network Security and Privacy Liability and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

With the exception of the Network Security & Privacy Liability/Technology Errors & Omissions and the Employee Dishonesty policies, all insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers and employees when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, subject to the provisions of Section 33.

If Contractor's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract which shall be mutually agreed upon. Any increase or

decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

20. **Confidentiality:** Contractor and County agree to maintain the confidentiality of all Contractor and County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by County and Contractor and Contractor's staff, agents and employees. The Parties may disclose confidential information as required to comply with a valid order or other requirement of a court or other governmental body. County may disclose Contractor information regarding a public records act request pursuant to state or federal law but shall provide notice to Contractor, if possible, to permit Contractor to seek court order against the disclosure of the information requested.
21. **Contractor Personnel:** Contractor warrants that all Contractor personnel engaged in the performance of work under this Contract shall possess sufficient experience and/or education and the required licenses set forth herein in good standing to perform the services requested by the County. County expressly retains the right to have any of the Contractor personnel removed from performing services under this Contract to the County. Contractor shall effectuate the removal of the specified Contractor personnel from providing any services to the County under this Contract within ten (10) business days of notification by County. County shall submit the request in writing to the Contractor's Project Manager. The County is not required to provide any reason, rationale or additional factual information if it elects to request any specific Contractor personnel be removed from performing services under this Contract. County will not base such a removal based on a discriminatory basis that is protected under California or federal law.
22. **County's Project Manager:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.
23. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract, as well as identify Key Personnel responsible for the performance of specific services. Contractor's Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The foregoing restriction shall not apply in the event that the employee ceases to serve in his/her position with the County service team due to: (i) employee request to be reassigned, (ii) the employee ceases to be employed by Contractor for any reason, or (iii) the employee is promoted to a more senior position on a different client team. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager, Key Personnel, and any other personnel in the Staffing Plan, Attachment C, from providing services to the County under this Contract; provided the reason for such removal and replacement is commercially reasonable and would not cause Contractor to be in violation of applicable employment or non-discrimination laws. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within ten (10) business days after written notice by the County's Project Manager. The County's Project Manager

shall review and approve the appointment of the replacement for the Contractor's Project Manager and/or Key Personnel. Said approval shall not be unreasonably withheld. Provided that the County confirms that its reason for requiring removal is commercially reasonable and would not cause Contractor to be in violation of applicable employment or non-discrimination laws, the County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager, Key Personnel, or any other individual personnel in Staffing Plan, Attachment C, from providing further services under this Contract.

24. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract. Contractor shall provide reasonable travel arrangements, i.e., transportation and lodging, as agreed upon by the Parties.

25. **Ownership of Documents:**

25.1 **County Materials.** As between the parties hereto, excluding the Contractor Materials (as defined below), County shall own its materials, trademarks, trade names, logos, trade dress, and other Confidential Information provided or made accessible by County to Contractor for use in providing the Services (collectively, the "**County Materials**"). County grants Contractor a limited, revocable right and license to use County's trade name, logo, trademark and anonymized data in materials created by Contractor and for the purpose of promotion, advertisement or prospecting for new clients, including, without limitation, media releases, requests for proposals, case studies, and sales and marketing material.

25.2 **County Title to Data and Ownership of Documents.** All materials, documents, data or information, including Participant data (as defined in Attachment A, Section 19.16, below), and data obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract, provided that Contractor may retain an archival copy of County Data for Contractor's audit and archival purposes. Such archival copy shall remain subject to the Confidentiality provisions of Section 20, the Insurance provisions of Section 19 and the Indemnification provisions of Section 18. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole properties of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

25.3 **Contractor Materials.** As between the parties hereto, Contractor and its affiliates shall own all materials, documentation, user guides, forms, templates, business methods, trademarks, trade names, logos, websites, Contractor Software, technology, computer codes, domain names, text, graphics, photographs, artwork, interfaces, and other information or material provided by Contractor or its affiliates hereunder (collectively, the "**Contractor Materials**"). Contractor grants to County and Participants (as applicable) a non-exclusive, non-transferable license to use the Contractor Materials during the term of the Agreement for purposes of using Contractor's Services hereunder and subject to the terms and conditions set forth in this Agreement and any terms of use associated with Contractor Software.

26. **Title to Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. All Contractor Materials furnished to the County in the performance of this Contract will at all

times remain the property of Contractor. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract in a form required by County.

27. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored for a period of three (3) years after final payment is received from the County. Records may be stored outside of Orange County but Contractor must disclose the storage location to County and make the records available for inspection in Orange County within ten (10) days of request.
28. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all County related books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County and its Approved Auditors shall have no access to other Contractor data and Systems, data of other Contractor clients, or Contractor internal or third-party costs or cost structure, or Contractor employee personal data, including salary, performance or other private data. Approved Auditors shall observe such procedures as Contractor may reasonably require in order to protect Contractor's Confidential Information, and that of its clients. If a third-party auditor is used, Contractor and County will endeavor to mutually agree on the use of the data resulting from the audit. The County will provide a written notice of concerns to be addressed by the audit(s) and County reserves the right to conduct audits as necessary to address reasonable concerns related to the quality and accuracy of services provided under this Agreement. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, except for call recordings which are maintained for 24 months, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's Project Manager.

29. **Publication:** No copies of schedules, written documents, and computer based data, photographs, maps or graphs, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
30. **Conflict of Interest - Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts,

entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

31. **Conflict of Interest - County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
32. **Termination:** In addition to any other remedies or rights it may have by law, either Party has the right to immediately terminate this Contract without penalty for cause. Cause shall be defined as any material breach of this Contract by the Contractor, any misrepresentation or fraud on the part of the Contractor, or County's failure to pay as required under this Contract. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations. In addition to any other remedies or rights it may have by law and as set forth in this Contract, on or after April 1, 2023, either Party has the right to terminate this Contract without penalty upon 365 days advance written notice without cause. The County shall have the right to terminate Contractor's services for all but not limited to the following reasons and timeframes:
- a. Immediately upon the Contractor committing a material breach of the terms of the Contract with the County, subject to the Cure Periods set forth in Section 33.
 - b. Immediately for violation of any fiduciary duty or if the Contractor commits a fraud or criminal act in providing the agreed upon services.
 - c. If the Contractor sells all of their assets or transfers control of management or operations of its business or this Contract to any third party, the County may immediately terminate with written notice if applicable under the provisions of Section 11, Assignment and Subcontracting.
 - d. Immediately with appropriate written notice if there has been a filing of a petition for voluntary or involuntary bankruptcy or dissolution involving Contractor; immediately with appropriate written notice if Contractor has a filing under Title 11 of the United States Bankruptcy Code, the firm becomes subject to any voluntary or involuntary insolvency, cession or similar proceedings, or the Contractor has made an assignment for the benefit of creditors.
 - e. Thirty days appropriate written notice to Contractor, if the County determines there has been a significant decline in the firm's financial condition.

In the event Contractor attempts to improperly terminate this Contract, except in the case of the County's failure to pay for the Services as legally required under the Contract, or otherwise ceases delivery of the services provided in Attachment A – Scope of Work, without complying with the Termination provisions herein, Contractor agrees to pay the County as damages the sum of: (1) the County's (including County consultants and advisors) costs and expenses in procuring a new Benefits Administrator to perform the services, (2) the additional fees, expenses and other compensation paid to the new Benefits Administrator in excess of what would have been paid to Contractor had Contractor fully performed the services under this Contract and (3) any and all other costs, expenses, damages or liabilities of the County resulting from Contractor's improper termination of this Contract or the failure to perform the contracted services.

33. **Breach of Contract:** The failure of the Contractor to comply with any of the terms, provisions, covenants or conditions of this Contract shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford the Contractor or County (in the case of legally required payment) written notice of the breach and thirty (30) calendar days or such shorter time that may be specified in this Contract within which to cure the breach. The opportunity for such a cure period shall not be unreasonably withheld; and/or

- b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above; and, continue payments to Contractor after the breach is cured; and/or
 - c. Terminate this Contract after a reasonable cure period not to exceed thirty day (30) days, without penalty to the County.
34. **Disputes:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time, the parties agree to the following dispute resolution process:
- a. Contractor's Health Client Manager and County's Project Manager shall meet in good faith and endeavor to reach a mutually agreeable resolution of the disputed issue(s).
 - b. Contractor's Health Client Leader and County's Director of Employee Benefits shall meet in good faith and endeavor to reach a mutually agreeable resolution of the disputed issue(s).
 - c. Contractor's Vice President Health Delivery and County's Director of Human Resource Services shall meet in good faith and endeavor to reach a mutually agreeable resolution of the disputed issue(s).

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

35. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

At the end of the term of this Contract or in the event of termination of this Contract by either party, the Contractor agrees to provide County with an electronic file (in a form and format reasonably acceptable to the County) with all information necessary to transfer the records of each Participant's history of enrollment, eligibility, billing applicable claims, and any other necessary communications or information held by the Contractor within thirty (30) days of the effective date of the termination of this Contract. County may request copies of individual files necessary to reconstruct individual histories on specified Participants for up to ten (10) years after termination of this Contract. Contractor shall be liable for any costs in conversion of data by County that delays transition to the next Benefits Administrator.

At the end of the term of this Contract, or in the event of termination of the Contract by any Party, upon the County's request, Contractor agrees to continue the administration of claims incurred prior to the effective ending date of this Contract for a period of twenty-four (24) months after the termination date. In compensation for this service, County agrees to remit run-out fees as agreed upon through the Change Order process at the rates identified in Attachment B, Compensation.

36. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

37. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
38. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
39. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given herein shall be in writing, except through the course of the County's Project Manager and Contractor's Project Manager routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County: Human Resource Services/Employee Benefits
Attn: Janine Boiarsky, Program Manager
333 W. Santa Ana Blvd., Room 137
Santa Ana, CA 92701

cc: Human Resource Services/Employee Benefits
Attn: Susie Kim, Deputy Purchasing Agent
333 W. Santa Ana Blvd., Room 144
Santa Ana, CA 92701

Contractor: Alight Solutions LLC
Attn: Mike Schultz, Health Client Leader
4 Overlook Point
Lincolnshire, IL 60069

cc: Alight Solutions LLC
Attn: General Counsel
4 Overlook Point
Lincolnshire, IL 60069

40. **County Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
41. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor must notify County at least ninety days (90) before, or within a reasonable period of time, any change or transfer in ownership. County has right to terminate contract upon notification of a change in ownership (except as set forth in Section 11) or in the event the County determines that the assignee is not qualified as set forth in Section 11. Contractor bears all costs for a change in ownership including but not limited to costs incurred by Contractor and including but not limited to costs incurred by the County to accommodate the change in ownership or

associated with that change of ownership. Contractor must insure that any change or transfer in ownership will not result in any loss of paper recordings, electronic information, or voice recordings or information. Contractor must insure that contact information used to access IVR, Customer Care Representatives, internet/Web access, and any other services provided under this Contract is not changed. Any changes must receive written approval by the County Project Manager. Nothing in this paragraph should be read to limit Contractor's duties or obligations for any reason including a change or transfer in ownership of Contractor's business.

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

In addition, Contractor must notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

42. **Precedence:** The documents herein consist of this Contract and its Attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the Attachments and Exhibits.
43. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
44. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
45. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
46. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear its own attorney's fees, costs and expenses.
47. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any

other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

48. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
49. **Health Insurance Portability and Accountability Act (HIPAA):** Contractor understands and agrees that the disclosure of PHI by a health care component of a covered entity is subject to the HIPAA Privacy Rule, Contractor understands and agrees that it is a Business Associate of County for the purposes of the HIPAA Privacy Rule. Therefore, the provisions set forth in Attachment G hereto shall be operative and control the Business Associate relationship of the parties. Nothing in Attachment G shall be considered a waiver of the limitation on subcontracting as set forth in this Contract.
50. **Survival:** Notwithstanding any provision to the contrary herein, the provisions of paragraphs 14, 15, 16, 17, 18, and 19 shall survive the termination of this Contract.
51. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
52. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
53. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
54. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
51. **Bills and Liens** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises,

but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Paragraph 18 above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.


52. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
53. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
54. **Incorporation:** This Contract and its Attachments A through G are attached hereto and incorporated by reference and made a part of this Contract.

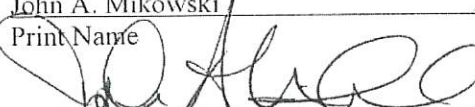
Signature Page to Follow

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

ALIGHT SOLUTIONS LLC

<u>Katie Rooney</u>	<u>Chief Financial Officer</u>
Print Name	Title
	<u>6/17/19</u>
Signature	Date

<u>John A. Mikowski</u>	<u>EVP, Deputy General Counsel and Assistant Corporate Secretary</u>
Print Name	Title
	<u>6/17/19</u>
Signature	Date

**If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

**County of Orange,
A political subdivision of the State of California**

_____	_____
Print Name	Title
_____	_____
Signature	Date

Approved by Board of Supervisors on: Date _____

APPROVED AS TO FORM:



 Deputy, Office of County Counsel
 Orange County, California

SCOPE OF WORK

PHASE I

The Scope of Work includes the Proposed Implementation Plan/Project Schedule. See Attachment D – Proposed Implementation Plan/Project Schedule

PHASE II

The County is contracting for Benefits Administration Services including a Call Center (a.k.a. Customer Care Center), Communications, IVR, web, and mobile app technology to support all Health and Welfare programs offered by the County.

Contractor shall remain devoted to delivering high-quality health and welfare services with a commitment to excellence in a cost-effective manner. Contractor shall continually share best practices and new ideas with County so that the County is positioned to make well-informed and timely business decisions. And, perhaps most importantly, Contractor shall act as County's trusted partner and give the County and its Participants the attention and care they need and deserve.

Definitions

- a. *The Board.* The Board of Supervisors for the County of Orange is the legislative and policy making body of the County and is responsible for the review and approval of all service agreements and/or contracts with the County.
- b. *Employee Benefits Division.* A Division of Human Resource Services of the County responsible for the design, implementation and on-going administration of the County's various employee benefit plans and programs.
- c. *Human Resource Services (HRS).* The County's HRS is comprised of various divisions and sections that provide a wide array of personnel and employee services to County departments and agencies. The Chief Human Resources Officer reports directly to the County Executive Officer (CEO).

The Contractor shall provide the following services:

1. Open Enrollment Services

- 1.1. Conduct annual health and welfare benefit enrollment (Open Enrollment) for employees, COBRA Participants, and retirees in the Fall of 2020 for Plan Year 2021. Contractor must be prepared to assume administration of enrollments for all employer, employee and temporal events effective April 1, 2020, or Go Live as mutually agreed to by the Parties.
- 1.2. During Open Enrollment, Contractor must also coordinate the fourth quarter transition events, e.g., new hire, add/drop dependent, change of address, changes in eligibility status as the result of ACA FTE measurement and implementation of stability period, etc. Contractor may begin providing ongoing enrollment services in advance of Open Enrollment as mutually agreed upon by the Parties.
- 1.3. Provide daily statistical Open Enrollment reporting and monthly reporting showing enrollments *via* the Call Center and enrollments via the web and mobile app.

- 1.4. Conduct annual benefit enrollments each fall thereafter (Plan Year 2021 through Plan Year 2025).
- 1.5. Confirm eligibility and effective dates of each Participant for all benefits, based on the County's eligibility rules and definitions. Review and update written benefit eligibility rules and effective dates annually.
- 1.6. Process and validate Participant elections.
- 1.7. Coordinate with the health plan carriers to process enrollment into Medicare Advantage Plans, e.g., Kaiser Senior Advantage Plan (KPSA), SCAN, and Anthem Blue Cross. This may include but is not limited to providing electronic files to carriers for new enrollment and mailing and processing specialized forms.
- 1.8. Collect annual goal amounts for HCRA and DCRA and accurately make a real-time determination based on the County's payroll schedule of pay period contribution amounts based on the remaining pay periods in the year. Contractor's system shall automatically recalculate the contribution amount when a Participant has gone out on leave of absence to enable the Participant to meet their goal amount, as well as send notification to the Participant.
- 1.9. Produce personalized confirmation statements for all Participants to reflect coverage changes based on open enrollment elections or defaults. Confirmation statements will be provided no later than 1 week after the benefits election or default, or as otherwise agreed to by the Parties. Participants who made an active election during open enrollment will be provided a 10 business day window after the issuance of the confirmation statement in which to modify their election.
- 1.10. Provide fulfillment services for Open Enrollment by sending out supporting documentation such as benefits enrollment guides, Quick Start Guides, and additional notices including but not limited to Notice of Privacy Practice (NPP), Summaries of Benefits and Coverage (SBCs) and/or 1-page Retiree Summaries, as required.
- 1.11. Notify Participants of Life Insurance Evidence of Insurability (EOI) requirements where applicable and provide web access to vendor's EOI interface. Send Participants reminders to complete EOI. Upon Participant request mail necessary paperwork for Participant completion. Set EOI expiration based on County's plan rules.
- 1.12. Completed EOI paperwork (for Participants who do not complete online by linking to the carrier site) will be returned directly to the carrier by Participants. Automatically update system with approval or denial from carrier. For an approval, the coverage amount, payroll deduction and imputed income shall be automatically updated and reported to payroll on the next interface, as well as adjusting monthly premiums for carrier invoicing. Provide automated validation controls to compare the amount the carrier approved to the amount that is pending in the system to ensure that the County plan rules are being followed.
- 1.13. Report current life coverage and note that EOI approval is pending (but not pending coverage amount) on Participant's confirmation statement. After approval or denial by carrier, generate confirmation statements that notify the Participant of the status of their coverage, effective date, coverage amount, and corresponding rate.
- 1.14. The Contractor will monitor EOI and only enact life insurance benefits and begin payroll deductions once EOI has been approved for the requested amount by Life Insurance carrier. Participants that do

not complete the EOI requirement will have the pending coverage amount of the insurance benefit cancelled.

- 1.15. Verify dependent full time student eligibility information for age 19 and older dependents for Management and Attorney Dental plan via an online or Customer Care attestation process. Ineligible dependents shall not be added to coverage. The County process includes a series of notification letters, that are mailed to the employee; and allowing employees to verify student status via the web or Customer Care.
- 1.16. Issue Medicare Creditable/Non-Creditable Coverage letters prior to Open Enrollment to active and retired Participants age 64 and older, in accordance with Centers for Medicare and Medicaid Services (CMS) guidelines, and to Participants and Participant's spouse who age-into Medicare during the calendar year; Contractor and County are responsible for the annual maintenance and updates to the Creditable coverage letters.

2. Ongoing Enrollment Services

- 2.1. Provide ongoing enrollment services to enroll newly eligible Participants and process status changes for plan benefits commencing on April 1, 2020, or Go Live as mutually agreed to by the Parties, to March 31, 2025, and during any renewal and/or run-out periods.
- 2.2. Provide monthly statistical reporting showing enrollments via the Call Center and enrollments via the web.
- 2.3. Confirm eligibility and effective dates of each Participant for all benefits, based on the County's eligibility rules and definitions. Review and update written benefit eligibility rules and effective dates annually.
- 2.4. Process and validate Participant elections.
- 2.5. Notify retiree of Medicare enrollment requirements 90 calendar days prior to the beginning of the month in which the retiree/survivor and/or their dependents turn age 65; allow for enrollment event.
- 2.6. Coordinate with the health plan carriers to process enrollment into Medicare Advantage Plans, e.g., Kaiser Senior Advantage Plan (KPSA), SCAN, and Anthem Blue Cross. This may include but is not limited to providing electronic files to carriers for new enrollment and mailing and processing specialized forms.
- 2.7. Produce personalized confirmation statements for all Participants to reflect coverage changes based on ongoing events. Confirmation statements will be provided no later than 1 week after the benefits election or default, or as otherwise agreed to by the Parties. Participants who made an active election during an enrollment window will be provided a 10 business day window after the issuance of the confirmation statement in which to modify their election.
- 2.8. Provide fulfillment services for ongoing events including but not limited to new hires, intent to retire, and retirees turning age 65, as requested by County.
- 2.9. Notify Participants of Life Insurance Evidence of Insurability (EOI) requirements where applicable and provide web access to vendor's EOI interface. Send Participants reminders to complete EOI.

Upon Participant request mail necessary paperwork for Participant completion. Set EOI expiration based on County's plan rules.

- 2.10. Completed EOI paperwork (for Participants who do not complete online by linking to the carrier site) will be returned directly to the carrier by Participants. Automatically update system with approval or denial from carrier. For an approval, the coverage amount, payroll deduction and imputed income shall be automatically updated and reported to payroll on the next interface, as well as adjusting monthly premiums for carrier invoicing. Provide automated validation controls to compare the amount the carrier approved to the amount that is pending in the system to ensure that the County plan rules are being followed.
- 2.11. Report current life coverage and note EOI approval is pending (but not pending coverage amount) on Participant's confirmation statement. After approval or denial by carrier, generate confirmation statements that notify the Participant of the status of their coverage and the corresponding rate.
- 2.12. The Contractor will monitor EOI and only enact life insurance benefits and begin payroll deductions once EOI has been approved for the requested amount by Life Insurance carrier. Participants that do not complete the EOI requirement will have the pending coverage amount of their insurance benefit cancelled.
- 2.13. Verify eligibility for newly added full-time students (FTS) for dental coverage via an online or Customer Care attestation process. Ineligible dependents shall be not be added to coverage. Upon written request of County, Contractor shall implement a "full review" process for FTS dental eligibility verification, including but not limited to collecting and verifying documentation to confirm FTS status, at the rates set forth in Attachment B, Compensation. Contractor shall provide reminder notices to assist Participants in providing required documentation, as applicable. Full-time student verification shall include, but not be limited to outreach notification, reminder notices, web functionality (e.g., document upload (for "full review" only), viewing status and communications), customer service, and automated drop processing (if a dependent does not pass verification).
- 2.14. Notify Participant when dependent is no longer eligible for coverage and provide COBRA enrollment information.
- 2.15. The County will coordinate review of Qualified Medical Child Support Orders (QMCSO) and will notify related parties (e.g., the agency that issued the Order if employee is canceled for non-payment) and Contractor of those approved Orders. Upon notification from the County, Contractor will initiate coverage for the dependent(s), send out a confirmation statement, and identify them as a QMCSO in the system. Upon written request of County, Contractor shall provide QMCSO Administration Services related to legal assessment, at the rates set forth in Attachment B, Compensation.
- 2.16. Receive and send to County all Power of Attorney (POA) documents received on behalf of Participants. Contractor shall take appropriate action to update the Participant records to reflect County approval or rejection of POA documents. Upon written request of County, Contractor shall provide full service POA Administration Services, at the rates set forth in Attachment B, Compensation.
- 2.17. Provide ability for Participants to process their own life/status changes, including the ability for multiple life events in close proximity or on the same day, via web or mobile app and through the Call Center throughout the calendar year in real-time.

- 2.18. Process life events in real-time, with no lag in coverage and deduction updates.
- 2.19. Collect and transmit Primary Care Provider (PCP) information for new enrollees where required (annually and as needed).
- 2.20. Transmit eligibility data to the County's contracted benefit vendors and entities in HIPAA compliant agreed upon formats on a weekly basis.
- 2.21. Issue Medicare Creditable/Non-Creditable Coverage, in accordance with Centers for Medicare and Medicaid Services (CMS) guidelines, and to Participants and Participant's spouse who age-into Medicare during the calendar year; Contractor and County are responsible for the annual maintenance and updates to the Creditable Coverage letters.
- 2.22. Request and verify written documentation of eligibility for all dependents, e.g., Birth, Marriage, Divorce, and Domestic Partners. Ineligible dependents shall be dropped from coverage and a benefits confirmation statement sent to the Participant. Contractor shall provide reminder notices to assist Participants in providing required documentation, as applicable. Dependent eligibility verification shall include, but not be limited to outreach notification, reminder notices, web functionality (e.g., document upload, viewing status and communications), customer service, and automated drop processing (if a dependent does not pass verification).
- 2.23. Request and verify written documentation of Medicare enrollment and Part A/B premiums for all Medicare eligible retirees and Medicare eligible dependents. Contractor shall provide reminder notices to assist Participants in providing required documentation. In addition, Contractor will (upon successful application by the County to CMS) implement the Voluntary Data Sharing Agreement process. This will provide supplemental Medicare data (e.g., Medicare Beneficiary ID numbers and enrollment dates).
- 2.24. Follow up in writing requesting missing information when a Participant fails to provide the necessary documentation of qualified life event and/or Medicare eligibility and terminate coverage if necessary. Contractor shall send a benefits confirmation statement if coverage is terminated.
- 2.25. Conduct a One-Time Dependent Audit of all covered dependents including spouses, domestic partners, children and domestic partners' children, upon written request of the County, at the cost set forth in Attachment B, Compensation.
- 2.26. Administer COBRA, including all notifications, billings, and premium collection and remittance to the County, and detailed reporting. Reports should include summary and detailed information as mutually agreed to by the Parties. Image the post mark (proof of payment date) on envelopes for COBRA payments received by US Mail.
- 2.27. Administer direct bill for employees on leave and retirees who cannot have the billing deducted direct from pension, including all notifications, billings, and premium collection and remittance to the County, and detailed reporting. Reports should include summary and detailed information as described in Section 20, Reporting. Ongoing bills are produced on a monthly basis. An off cycle (weekly bill) is produced the first time an individual moves to direct billing.

Contractor shall provide Participants the ability to easily view their current bills, payment status and daily posting of payments received, and outstanding balance as well as perform transactions such as initiation of direct debit or a one-time payment in the Contractor's system. Participants will have the option to pay via paper check, automatic direct debit payments, bill payment services, or immediate one-time payments utilizing a bank account.

Contractor shall provide Participants with delinquency reminders and management.

Contractor shall report the "Paid through date" to health insurance carriers for COBRA to minimize leakage (claims paid for Participants who have not paid for coverage).

Contractor shall deposit payments within 24 hours into a bank lock-box as mutually agreed by Parties. Contractor shall transfer funds collected via direct billing to an account designated by County on a schedule to be agreed upon by County. Contractor shall provide a Payment Allocation Report with each transfer identifying how payments have been applied on the Contractor's system based upon County requirements.

- 2.28. Respond to telephone and written inquiries from employees, retirees, and COBRA Participants regarding health and welfare benefit plans; provide for communication via the Customer Care Representatives and using an on-line tool which is responded to within 24 business hours.
- 2.29. Request and collect Social Security Numbers (SSN) for all subscriber and dependents enrolled in County health plans. Provide written communication to Participants without an SSN as required by Affordable Care Act – Employee Shared Responsibility.
- 2.30. Respond to telephone and written inquiries from the County's Human Resource Services, Employee Benefits staff regarding Participant inquiries and administration in a timely manner.
- 2.31. Provide for a method of directly reimbursing a Participant when Contractor has created an error and there is urgency such that the Participant needs the refund before the next payroll cycle or pension file run.
- 2.32. Reimburse the County and/or the Participant directly where the Contractor made an error resulting in an adverse financial impact to the County and/or its Participants. This applies to all sections of the contract.
- 2.33. Assume financial responsibility for Contractor errors that impact the County and/or its Participants which were not discovered and resolved, within sixty (60) calendar days for errors involving fully insured health plans or within one hundred eighty (180) calendar days for errors involving the County's self-insured health and dental plans or other benefits administered by Contractor on behalf of County Participants and their dependents and beneficiaries.
- 2.34. Administer reports of Death and Disability including interaction with Participant, beneficiary and carriers.
- 2.35. Be the record holder of all life insurance policy amounts and beneficiary information. Contractor shall provide access for updating beneficiary information via the web. Contractor must also coordinate Life Insurance updates, including those that require Evidence of Insurability (EOI) with the County's Life Insurance provider.
- 2.36. Administer the Retiree Medical Lump Sum benefit to eligible employees who separate from the County who are not eligible for the Retiree Medical Grant; be able to distinguish those who are eligible from those who are not.
- 2.37. Administer Kaiser, Anthem Blue Cross, SCAN, and any other vendor's Low Income Subsidy (LIS) Amounts (described in more detail under Cyclical Processing).

- 2.38. Maintain benefit information so that Participant calls can be routed appropriately and establish a web link with single sign-on and personalized messaging as agreed to by Parties for the following benefit programs:
- a. Peace Officers' benefit plans except for AD&D offered through their bargaining unit
 - b. Life, AD&D, Short Term Disability (STD)/ Long Term Disability (LTD), vision and dental plans for general employees, (non-management, non-Peace Officers, non-Craft and Plant, non-OCEA Probation) offered through their bargaining units
 - c. AD&D, vision and dental plans for Craft and Plant offered through their bargaining units
 - d. Life, STD/LTD, vision and dental plans for OCEA probation employees offered through their bargaining units
 - e. All County health plan carriers and Administrators (includes provider directories)
 - f. Employee Assistance Program (EAP) for all employees
 - g. Wellness program for active employees
 - h. Orange County Employees Retirement System (OCERS)
- 2.39. Administer the County's enrollment and eligibility as it relates to Employee Married to Employee (EME), Retiree Married to Employee (RME), and Retiree Married to Retiree (RMR) provisions (includes enrollment and disenrollment forms, grant eligibility, etc.) by linking the combined elections of two individual Participants.
- 2.40. Collect and report Medicare information; file necessary reports to the CMS, and provide information to the County or its other vendors to manage Medicare reporting processes (e.g., Medicare Part D subsidy, Medicare Secondary Payer (MSP), etc.) as necessary during the term of this Contract.
- 2.41. Manage any subcontractor relationships performing services under this Contract using the same stringent performance standards in Attachment F – Performance Guarantees. Contractor shall be responsible for the actions of all subcontractors as if the subcontracted services were performed by Contractor directly.

3. Affordable Care Act (ACA) (IRC Section 4980H)

3.1. FTE Determination & Eligibility

The County meets the definition of an applicable large employer (ALE) and therefore is subject to IRC Section 4980H. Including the County, there are 7 ALE members. County is the designated reporting entity and is responsible for Full Time Employee (FTE) determination for all ALE members. Listed below is a description of the type of County employees and the County's chosen methodology for FTE determination.

Types of employees for which FTE determination and eligibility must be determined:

- a. **General County employees** – These are generally employees who the County has hired to work 30 hours/week or more, are provided health coverage under County eligibility rules, and whose health plan benefits are administered by the Contractor.
- b. **General County Part-time employees expected to work 20-29 hours/week.** These are employees who are provided health coverage under County eligibility rules and whose health plan benefits are administered by the Contractor.
- c. **General County Part-time Employees expect to work less than 20 hours/week** - These are part-time employees working less than 20 hours/week who are not offered health plan benefits under County eligibility rules.
- d. **Peace Officers** – These are employees who have health plan coverage managed by AOCDS. This includes both ACA FTE and non-FTEs.
- e. **Extra Help FTE** – These are hourly employees who are anticipated to work over 30 hours/week and are not seasonal employees. These employees will be offered one health plan option to meet ACA requirements.
- f. **Extra Help Variable** – These are employees whose hours are variable. These employees FTE status will be determined by the measurement period. These employees will be offered one health plan option to meet ACA requirements if eligible.
- g. **Extra Help Seasonal** – These are employees who are hired at about same time of year and will not extend to more than six months. Employees may work more than 30 hours/week.
- h. **Extra Help Working Retirees** – This group is retired from the County. Under County rules, an Extra Help Retiree is limited to 960 hours per fiscal year or 720 hours per fiscal year if retired under an early retirement incentive plan. However, if an employee retires, and there is not a 13 week period between the separation date and their rehire as an Extra Help Working Retiree (“W” status), they are considered a FTE for the remainder of the stability period.

The County is using a Lookback method for the ongoing and initial measurement periods and includes the following assumptions:

- 11 month initial measurement period, 60 day initial administration period, and 12 month initial stability period.
- 12 month standard measurement and stability period, with a 2.5 month administration period (annual enrollment)
- The same measurement, stability and administration periods apply to all populations.

The County will provide ACA creditable hours for all populations on a single ongoing interface. This includes providing equivalent hours for periods of special leaves of absence.

If an employee in a stability period changes from a non-FTE to a status where they are expected to work more than 30 hours/week, coverage should be offered consistent with the County eligibility rules. If an employee in an FTE status changes to a non-FTE status, health coverage will be maintained but coverage options may change.

New hire employees who are expected to work full-time will be offered coverage to meet ACA requirements. The Lookback method will also be used to measure the initial measurement period for new hire employees who are variable hours. Upon agreement of both Parties, monthly

measurement may be used for employees due to changes in employment status in accordance with the IRS regulations and guidance. The County is not using Rule of Parity for Rehires. Any employee who is rehired in 13 weeks or less will not be considered a new hire for ACA FTE purposes.

Employees who are determined to be FTE under the ACA measurement and who would not normally be offered coverage under the County's health plan eligibility rules will be offered the Sharewell Choice Plan only with ACA rates. The waiting period for these employees will be 1st of the month following 60 calendar days rather than the 1st of the month following 30 calendar days for County general employees with health. These employees will have the option to opt out of County coverage. If converting from Extra Help to County general employee with health, normal waiting period of 1st of the month following 30 calendar days will still exist. ACA coverage will continue until employee is converted to County general employee coverage. For employees who lose regular County coverage and are eligible for ACA coverage, may still be eligible for COBRA coverage, if applicable.

The County reserves the right to revisit this methodology. Complete technical specifications and business requirements shall be documented during the implementation process.

Interpretation of ACA regulations will be based upon the County's interpretation by its consultant and Counsel. The County is willing to discuss any differing interpretation with the Contractor's compliance and/or attorneys.

3.2. FTE Determination and Offer of Coverage

Contractor will provide all FTE calculations and associated eligibility administration required to meet FTE coverage as required by Section 4980H using the County's chosen methodology for FTE calculations listed above. This includes but is not limited to:

- a. Load and process bi-weekly hours file from County for FTE calculation. File format and data must be in a mutually agreed upon format.
- b. For each employee:
 - 1) Determine FTE status for new hires, rehire, initial measurement period, and ongoing measurement period;
 - 2) Determine if a change in status or pay class code affects FTE status and/or coverage eligibility; and
 - 3) Determine FTE status and health plan eligibility and provide Eligibility Determination Service.
- c. Provide any services in this Attachment A as the result of any changes in eligibility due to changes in FTE status. Track and ensure that employees are offered coverage consistent with FTE status. Ensure that coverage for FTEs is maintained throughout stability periods.
- d. Provide Contractor's standard reports associated with FTE determination and one customized FTE report on a monthly basis. All reports developed during implementation or during annual Open Enrollments are provided at no cost. All other reporting changes are subject to the fees provided in Attachment B.

- e. Provide the following reports annually for the ongoing measurement period and FTE determination:
- 1) Summary report of number of FTEs by types of employees listed above.
 - 2) Detailed report of employees included in ongoing determination. Report should be by employee and include at least: Name, SSN, Employee ID, agency code, bargaining unit, total hours, current pay class code, and FTE determination (FTE or non-FTE).
 - 3) Detailed report of employees not included in ongoing determination, i.e. in the initial determination or stability period. Report should be by employee and include at least: Name, SSN, Employee ID, agency code, bargaining unit, total hours, and current pay class code.

3.3. Reporting

Contractor shall provide files with all necessary data to the County in a mutually acceptable format to meet IRC Section 6055 & 6056 reporting requirements and to generate IRS Forms 1094 and 1095 for all required Participants.

- a. The reporting population includes but is not limited to reporting for County Employees (including employees in AOCDS health plans), retirees in self-funded health plans, COBRA Participants in self-funded health plans, and HRA Participants. Participants will be segregated by employer EIN.
- b. Employer EINs may be deleted without additional cost. Fees assume addition of up to 10 FEINs over the life of the contract. Any changes to data required by the Federal government will be incorporated without additional cost to the County.
- c. Contractor shall generate files for the County with all necessary data in a mutually acceptable format to generate corrections for previously filed 1094 and 1095 files/forms.
- d. Contractor shall accept and store data for AOCDS health plan coverage data for IRS Section 6055 & 6056 reporting. Contractor will produce and file Form 1095-C with Part I (Employee information) and Part II (Offer of Coverage) completed. The County will provide any supplemental information required to complete these sections. The AOCDS health plans (all of which are fully-insured) will produce and file Form 1095-B, reflecting coverage in effect for employees and their dependents.
- e. Contractor shall accept and store HRA coverage data for any required Section 6055 reporting.

Contractor's system shall flag situations that may result in issues with compliance related to ACA rescission rules. These issues shall be reviewed with the County to determine a course of action.

3.4. IRC Section 6055 & 6056 Reporting

Unless otherwise directed by County, perform IRC Section 6055 & 6056 reporting requirements on behalf of the County. This may include but is not limited to:

- a. Generate and electronically file all required files/forms to the IRS, including corrections.
- b. Manage compliance with IRS deadlines.

- c. Generate and distribute all required employee forms, including corrections. Participants will be able to receive forms by email, opt-in to receive them electronically, as well as view the forms in the Participant's records on the website.
- d. Respond to IRS to resolve any issues related to the transmission of data including but not limited to transmission issues and exceptions.
- e. Provide data as requested by the County to meet County Auditor-Controller requirements including comprehensive analytics.
- f. Provide reports and/or files to County on a mutually agreed upon format and frequency. County will be reviewing filing data and need management reports.
- g. Develop a plan to review and audit filing data for accuracy. County reserves the right to review plan and provide feedback. Frequency of review and audit must be mutually agreed upon by County and Contractor. Contractor must provide results to County, develop a corrective action plan to resolve any inaccuracies, and if necessary, submit corrections to appropriate parties.
- h. Provide customer service support to include IVR, Call Center support, printed fulfillment, including County specific communication, and web, including a portal to obtain 1095 forms. Communication must meet IRS requirements when applicable.
- i. Confirm and/or provide data to the County or IRS inquiries to confirm FTE status and/or offer of coverage for any employee, retiree or COBRA Participant and answer any other questions associated with IRC Section 4980H employer penalties.
- j. Maintain returned 1095C forms as required by IRS.
- k. Work with County to meet new IRC reporting requirements.
- l. Coordinate 2020 tax year reporting (1095-C production/distribution and IRS filings), incorporating ACA required filing/return data (including derived IRS codes) covering the period from 1/1/2020 to 3/31/2020, or Go Live as mutually agreed to by the Parties, from County's prior vendor.
- m. Provide reporting that includes:
 - Up to 10 Federal Employer ID Numbers (FEINs)
 - Two (2) outside data sources that feed into the reporting process: annual HRA eligibility summary from the HRA administrator and data from AOCDS Peace Officer Plan (e.g., offer of coverage information and derived IRS codes).

4. Benefits Data Warehouse

- 4.1. Provide a Benefits Data Warehouse for the County with on demand ad hoc reporting tools, with the ability to query a number of reports to be designed at implementation and throughout the term of the Contract, and allow County to use the Benefits Data Warehouse to generate ad hoc reports. Data elements to be defined by the County during implementation.

- 4.2. Provide the County with monthly active census reports showing all Participants enrolled in a health plan and which reconciles to premium reports. The reports will include health plan, tier, wellness status, and premium amounts. In addition to demographic data, census reports must also include billing source. Census reports must also account for all Participants on Direct Bill and COBRA.
- 4.3. Provide the County with monthly retiree census reports showing all enrolled health plan Participants and which reconciles to premium reports. In addition to the retiree demographic data, census reports must also include but not be limited to the following information: billing source (i.e., OCERS pension), Retiree Grant Amount, Grant Usage, Medicare Part B reimbursement.
- 4.4. Provide the County with monthly active census reports for other benefits as requested.
- 4.5. Generate summary or detail reports based upon various criteria including but not limited to:
 - a. Active – Summary and Detail Report
 - 1) Plan & option. Separate Active employees with Wellness participation and those with exemption status
 - 2) Employer – County, Courts, Special Districts
 - 3) Labor Group and Bargaining Unit
 - 4) Separate COBRA subscribers from remaining population
 - 5) Subscribers and Dependents
 - 6) EME/RME subscribers and dependents
 - b. Retirees - Summary and Detail Report
 - 1) Plan and option
 - 2) Grant Eligibility
 - 3) Medicare status
 - 4) Subscribers and Dependents
 - 5) RMR subscribers and dependents
- 4.6. Provide system flexibility to add reports or request reports based upon user-defined criteria. User defined criteria must be approved by County
- 4.7. Retain historical data in system.
- 4.8. Import the data so that it can be readily used by County Employee Benefits staff.

5. Administration Systems

- 5.1. Build, test and maintain a benefits administration system (“Administrative system”) to handle the County’s health and welfare benefit programs.
 - a. County may add new health and benefit programs, bargaining units, etc. which may affect the Administrative system. See Section 17, Ongoing Changes.

- b. Administrative system must be able to manage the following mixed eligibility: Active Health and COBRA Dental (Active Plan); Retiree Survivor Health and Dental Dependent COBRA (Active Plan); Retiree Health and Dental COBRA (Active Plan). All administration and processing must be provided in a manner which does not require special manual intervention or interruption of coverage, elections or billing as the Participant moves to a mixed eligibility status.
- c. Administrative system must be able to manage the following mixed eligibility: EME - Regular, full time employee subscriber married to regular, full time employee dependent (EME). EME subscriber could be in bargaining unit that gets Peace Officer health or County health. EMEs pay a reduced rate. EME dependent must match health plan of subscriber. RME – Employee is the subscriber and the Retiree is the dependent. Retiree’s medical grant is suspended until status changes. Employee pays regular rates. RMR – One retiree is the subscriber and one retiree is the dependent. Individual retiree medical grants are combined with the subscriber. Retiree subscriber pays regular rates.
- d. Administrative system must be able to manage the following mixed eligibility: Hybrid Judges – System must be able to have active employee judges with either retiree medical health or Medicare Part B reimbursement, and if eligible other active benefits. System must be able to handle the categorization of an active and a retiree for the appropriate benefits at the same time.
- e. For intent to retirees, the administrative system must allow employees to elect their retiree coverage up to 60 calendar days in advance while maintaining employee deductions for active coverage until the pay date associated with the last day of work. Carrier eligibility and premium reports must accurately reflect active and retiree coverage months during transition.
- f. Survivors of Safety/Peace Officers killed in line of duty must be offered County coverage at employee rates. Administrative system must be able to handle Survivor elections and billing.
- g. Administrative system must be able to provide integrated financial reporting including automatically calculating at the Participant level all fully-insured premiums and self-insured ASO or other fees/premium equivalents. The system must also perform automated retroactive adjustments. Contractor shall employ controls to ensure quality including, but not limited to automated reviews to identify anomalies, control totals, variance and trend analysis.
- h. Contractor testing of the administrative system shall include the following:
- Requirements Verification – Contractor shall program the Administrative system to approved requirements documentation.
 - Design/Analysis Verification – Contractor shall confirm that the primary design document and perform all aspects of analysis necessary to completely and accurately implement the requirements and expectations as noted in the requirements document.
 - Unit Testing – Contractor shall create test scripts to cover all County requirements and execute them to make sure the system meets the requirements.
 - Function Testing – Contractor shall test the system to ensure the functionality of each individual system component.
 - Integration Testing – Contractor shall test the system to ensure functionality within the benefits platform, as well as all relevant system interfaces. This includes ensuring that functions tested previously come together to form complete processes across all channels

- (e.g., graphic interface and internet), as well as confirming that the system meets performance expectations, including batch volume tests, Internet and online stress tests.
- Regression Testing – Contractor shall ensure through testing that new functionality implemented does not adversely impact previously implemented functions.
- i. Contractor shall work with County to identify and develop test scenarios based on County requirements.
 - j. Contractor shall continue to validate and confirm the administrative system is functioning as expected post migration.
- 5.2. Contractor shall support the current versions for the following browsers for its benefits administration system: Internet Explorer, Firefox, Google Chrome, Safari, and Microsoft Edge. Contractor shall also ensure compatibility with additional browsers that become available and are widely used.
 - 5.3. Contractor shall tie all notices and emails that it sends to County Participants to the Participant's record, including a time and data stamp as well as the ability for County staff to view the actual notices and emails.
 - 5.4. Contractor shall provide the ability to record the Participant's choice to receive communications by email or text instead of print, at the County's direction.
 - 5.5. Convert employee demographic data from the County's Personnel and Payroll System.
 - 5.6. Administrative system must automatically recognize and process new hires and other status changes based on County rules (e.g., determining eligibility waiting periods, whether an enrollment opportunity applies and whether certain benefit plans need to be terminated). Administrative system must generate personalized enrollment statements and/or email notices immediately within 24 hours upon processing the inbound employee and retiree files. In case of data errors, the Contractor will coordinate with the County to resolve.
 - 5.7. Administrative system to track enrollment periods for each individual and produce automatic reminder notices, as well as assign correct default coverage if an individual does not enroll.
 - 5.8. Build and test the interfaces between the CAPS+, OCERS and the Contractor's systems. If during the term of the contract, system upgrades occur to CAPS+ or OCERS systems, which do not require programming changes to the existing interfaces, Contractor will participate in testing at no additional charge.
 - 5.9. Build and test interfaces to convert data from other County systems such as Word and Excel programs used to support vendor systems such as the COBRA administrator, the HCRA and DCRA administrator, and Life Insurance claims.
 - 5.10. Build and test interfaces to systems including AOCDS biweekly file, all county insurance carriers, wellness vendor, and any other related providers.
 - 5.11. Report monthly/quarterly vendor reconciliation status, results and outstanding items to County (reconciliation of vendor eligibility interfaces, premium and direct billing reconciliation, FSA administration reconciliation, etc.).

- 5.12. Calculate plan eligibility, rates, credits, plan limits, imputed income (life insurance, Domestic Partners, active and retired), and deductions.
- 5.13. Maintain Participant database that holds annual Participant elections and the County's plan election cost information for multiple plan years of all health and welfare benefit coverages.
- 5.14. Develop and enact system quality edit and exception reports to validate the Participant data.
- 5.15. Maintain audit trail of Participant election information transactions to ensure enrollment is within plan enrollment periods.
- 5.16. Maintain historical benefits enrollment information and have the ability to quote health and welfare benefits as requested by Participants and/or County HRS/Employee Benefits based on the County's ability to transmit required historical information in a form acceptable to Contractor during the initial implementation planning.
- 5.17. Investigate and reconcile all eligibility questions and reports from carriers based on loading of transmitted eligibility information.
- 5.18. Provide an Employer Portal with access to tools, reporting, data and analytics, as well as information on human resources, health and legislative developments. The Employer Portal shall include but not be limited to:
 - a. All Participant data and associated records in real time.
 - b. The ability to track the impact of the County's benefits strategy, uncover trends and anomalies in data and benchmark against other organizations.
 - c. The ability to view interactive visualizations of daily performance and operations metrics and trending over time with filters, hover actions and multi-dimensional analysis.
 - d. Ad hoc reporting which enables creation and exporting of an entirely new report within minutes and revising existing reports by dragging and dropping desired data elements.
 - e. Access to the case management system with calls, chats and online requests in real time.
 - f. Web self-publishing to enable scheduled or near-time authoring of new content on the system. This includes, but is not limited to the ability for the County to create alerts and message tiles, add or replace images, update documents and links and craft messaging to specific populations.
 - g. Access to Participant accounts and the ability to enter changes to Participant records online.
 - h. A cloud-based requirements management solution to provide collaboration, version control/traceability and sign-off online.
 - i. Contractor insights and resources including but not limited to surveys, reports, case studies, and webinars.

6. Call Center and Operations Support

- 6.1. Provide toll-free access during Call Center hours of operations for Participants to do the following through a Customer Care Representative, including but not limited to:
 - a. Verify dependents and elections

- b. Enroll in benefits
 - c. Request/receive forms
 - d. Receive plan information
 - e. Perform status changes, qualified life events such as adding/removing dependents including updating missing dependent SSN
 - f. Receive reimbursement account balance and activity
 - g. Perform all event and change processing
 - h. Provide information on how to contact the benefit plan
- 6.2. Provide a dedicated toll-free telephone number. Contractor will assist with number porting if County decides to continue with the current toll free number. Otherwise, Contractor will provide a new dedicated toll-free telephone number for County's utilization.
- 6.3. Provide a designated customer service team for the County, which shall not support more than one or two other clients. If this model does not prove to be successful, at the County's request, Contractor will provide at least 3 dedicated Customer Care Representatives to the County's Call Center account.
- 6.4. Provide staffing and continuous evaluation of service levels to the performance guarantees set forth in this Contract. Contractor shall provide a designated team that supports the County plus 1 or 2 other clients. Contractor anticipates the team having 18-20 representatives ongoing and additional representatives during open enrollment as mutually agreed upon. County shall have the right to test and approve all Customer Care Representatives prior to being placed on the County's Call Center staff. Contractor and County shall mutually agree to adjust Customer Care Representative staffing levels as needed to ensure adequate coverage during Ongoing and annual Open Enrollment.
- 6.5. Provide designated Customer Care Team Managers and Customer Care Client Specialists who shall handle inquiries and solve eligibility issues; assist with VIP's as needed; have the ability to conference in carrier to achieve resolution; and, conduct Immediate Verification of Coverage for Participant on an as needed basis. Contractor shall utilize senior representatives for VIP call routing and handling. The County will provide vendor with list of VIPs to be tracked on the administration system. This will allow VIP calls to be routed to more experienced representatives. VIP support will include answering questions and handling enrollments with a focus on escalation avoidance.
- 6.6. Provide additional Specialists to support the Customer Care Representatives, as needed, with complex/tier 2 Participant questions related to Reimbursement Accounts or Dependent Verifications.
- 6.7. Respond timely to Participant and County staff questions, in accordance with acceptable parameters agreed to between the Parties.
- 6.8. Provide multi-lingual support or access to interpreters. Provide access to TTY or equivalent for hearing-impaired Participants. Provide screen reader compliant website for sight-impaired Participants.
- 6.9. Provide the ability for Participants to set appointments to talk to a Customer Care Representative.
- 6.10. Provide a Virtual Assistant (chatbot) 24 x 7 x 365.

- 6.11. Assist Participants with IVR and web enrollment/access needs. Customer Care Representatives shall walk Participants through the process, explain choices and leverage decision support tools, as well as answer correctly any other questions the Participant may have. In addition, the Customer Care Representative shall also be able to use co-browsing functionality to assist the Participant with use of the web portal. Customer Care Representatives shall be able to view when data was sent and received by the carrier(s) and research individual Participant records to confirm when a particular change was provided to a carrier. Based on the call, Customer Care Representatives shall encourage Participants to take additional action not related to health and welfare coverage such as retirees updating their addresses with OCERS.
- 6.12. Ensure Customer Care Representatives are available 8:00 a.m. to 6:00 p.m. PT. Monday through Friday, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Customer Care Representatives shall be located in the United States.
- 6.13. Contractor shall provide extended service center hours during the open enrollment election period from 8:00 a.m. to 8:00 p.m. PT Monday-Friday.
- 6.14. Have the ability to warm transfer a Participant call to health carriers and vendors.
- 6.15. Pull a sample of calls for each Customer Care Representative for Contractor and County to calibrate calls and listen together as often as needed for quality purposes, escalation review, continuous improvement, and any other reasons deemed necessary by Contractor and County.
- 6.16. Provide call tracking system and activity reports.
- 6.17. Provide digitized call recording system and self-service access for County to review recordings directly.
- 6.18. Provide case management system with full access to all County Employee Benefits department employees.
- 6.19. Provide access to customer service knowledge base systems for the purposes of review and recommending updates to County benefit information as required on an ongoing basis. Contractor shall ensure accuracy of all information provided by Customer Care Representatives. Collaborate with County for Annual Open Enrollment changes and updates as well.
- 6.20. Provide the County with weekly updates on customer service activities including the reporting of trends and issues.
- 6.21. Provide communications and fulfillment to Participants.
- 6.22. Follow up with Participants on the return of necessary forms and completion of enrollment activities.
- 6.23. Assist Participants by taking benefit elections/transactions (annual enrollment, status changes, qualified life events, etc.).
- 6.24. Handle Participant data requests.
- 6.25. Execute data file loads and transmissions and audits to ensure accuracy.

- 6.26. Advise the County of any employee benefit issues and/or problems and provide solution where applicable.
- 6.27. Conduct customer service performance surveys and provide results and improvement recommendations to the County quarterly.
- 6.28. Notify the County if there is any interruption of the phone system that would prevent calls being routed to County's dedicated customer service team and provide a backup system or alternate routing in case of emergency.
- 6.29. Provide resolution of escalated customer service issues initiated by the County within a mutually agreed upon time period.
- 6.30. Contractor shall notify the County within one business day of discovery of any errors, mistakes, or unforeseeable circumstances committed by Customer Care Representatives that affect the service provided to the County's Participants. Contractor shall own resolution of the error, mistake or unforeseeable circumstance committed by the Customer Care Representatives. Contractor shall provide an overall summary of what happened, who was impacted, the root cause of the error, the plan for resolution and a plan for prevention so there is no further impact. Contractor shall keep County informed of all steps taken to resolve the issue.
- 6.31. Ensure back-up call center operational readiness in the event of inclement weather, labor shortages, natural disasters, etc. Back up call center shall be located in the continental United States. Contractor shall maintain and share with County disaster response and recovery plans specific to the provision of services under this Contract. Contractor shall notify the County prior to the activation of any disaster response and recovery actions, rerouting of call center operations, or as soon as reasonably possible in the event of inclement weather, labor shortages, natural disaster or any other impact to ongoing call center operations.

7. COBRA Processing

- 7.1. Identify changes in employment status (e.g. termination of employment, reduction in hours) and dependent eligibility (e.g. divorce, death of employee) from each census data file (IDF and OCERS) or as reported by the Participant via the online benefits administrative platform or the call center.
- 7.2. Determine eligible Participants, applicable extensions, and appropriate coverage length based on all applicable Federal COBRA, State COBRA, and local COBRA laws and regulations.
- 7.3. Create and distribute termination of coverage notices within the timeframes required by law.
- 7.4. Administer COBRA which includes sending out all notifications required by COBRA guidelines, tracking and issuing of invoices, collecting premiums, and reporting enrollments and terminations to carriers. The Parties acknowledge that COBRA for health plan offerings for AOCDS members is administered by the AOCDS third party health plan administrator.
- 7.5. Notify County payroll of deduction termination through the Payroll feed.
- 7.6. Notify carriers of any changes to Participant benefit elections and/or eligibility resulting from status changes.

- 7.7. Answer COBRA Participant inquiries.
- 7.8. Provide monthly detailed reporting to the County for all COBRA Participants.
- 7.9. Remit to the County all COBRA premium contributions collected on behalf of the County no later than the 20th day of each month.
- 7.10. Support timely resolution of escalated issues and appeals relative to COBRA.
- 7.11. Reconcile COBRA enrollment between plan years to reflect changes in elections, coverage, and billing by January 20th. Reconciliation should include subcontractor's records if applicable.
- 7.12. Contractor shall comply with all federal, state, and local laws, rules and regulations applicable to COBRA, including eligibility, length of applicability, and required written communications.

8. Communication and Enrollment Materials

- 8.1. Prepare, edit, print and mail out annual and ongoing benefits communications, e.g. guidebook, newsletters, customized letters and required notices. Fulfillment and postage shall be subject to the rates identified in Attachment B, Compensation.
- 8.2. Additional communication strategy and design services such as branding and developing customized newsletters, enrollment guides, posters, additional communications for Transition, Open Enrollment, and additional communication support, etc. shall be provided at the County's written request subject to the rates identified in Attachment B, Compensation
- 8.3. Create annual enrollment and ongoing communications including Benefits Summary Statements and confirmation statements. Contractor shall send confirmation statements each time the Participant's benefits change or when an election window closes with no change in benefits.
- 8.4. Design and implement at the County's request benefit enrollment videos to educate and support Participant enrollment. Contractor shall provide access to a library of standard videos available at no cost. Custom videos shall be made available at additional cost as specified further in Attachment B, Compensation.
- 8.5. Create on-going enrollment benefit summaries and confirmation statements for new hires and status change events.
- 8.6. Maintain and distribute materials required to complete enrollments such as beneficiary and Evidence of Insurability forms, if not available electronically.
- 8.7. Maintain and distribute annual enrollment and ongoing packages. Printing and mailing subject to the rates in Attachment B. Track dates of mailing of packages and confirmation statements.
- 8.8. Create and distribute life event packages, e.g., child turning age 19, 25, or 26, retiree turning age 65.
- 8.9. Maintain and distribute status change event worksheets and forms related to status change events. Printing and mailing subject to the rates in Attachment B. Track dates of mailing of packages and confirmation statements.

- 8.10. Create employee communication pieces that clearly explain the functionality and access to web and IVR systems.
- 8.11. Create an employee/retiree communication piece that addresses the transition to the Contractor or Contractor's vendor for COBRA, HCRA/DCRA, Judges, OBP, and monthly direct billing for active employees and retirees.
- 8.12. Create an employee/retiree communication piece explaining significant updates to the web.
- 8.13. Distribute enrollment materials as triggered by new hire, status change, and annual enrollment events. Printing and mailing subject to the rates in Attachment B. Track dates of mailing of packages and confirmation statements.
- 8.14. Distribute any additional piece(s) of communication that the County and Contractor deem necessary and/or communications that we are required to send to stay in compliance with Federal and/or State laws.
- 8.15. Maintain and mail plan collateral materials to plan Participants upon request or as needed.
- 8.16. Mail out Open Enrollment materials as requested by the County, e.g., Guidebooks, Benefits Summary Statements, confirmation statements, Summaries of Benefits and Coverage, HIPAA Privacy notice, Notice of Creditable coverage, PIN Reminders, etc. subject to the rates identified in Attachment B, Compensation. During the term of the Contract, County may transition to electronic distribution of materials at no cost. Track dates of mailing of packages and confirmation statements.
- 8.17. Contractor shall have the ability to maintain copies of communications and fulfillment mailed to Participants and attach the electronic copy to the Participant's file.
- 8.18. Contractor shall maintain electronic records of correspondence received and sent. An electronic copy of all correspondence with Participant shall be tagged to their file. This includes both mailed and email communication.
- 8.19. Contractor shall maintain image of incoming and outgoing mail with date tracking, including electronic communications; Customer Care Representatives and County staff must be able to view imaged documents.
- 8.20. Contractor shall store, collate, and fulfill enrollment packets, forms, guidebooks, and notifications.
- 8.21. Contractor shall receive, scan, image and store Participant correspondence.

9. Client and Vendor Services

- 9.1. Provide web-based access to Contractor's database for the County's Human Resource Services, Employee Benefits staff for purposes of inquiry.
- 9.2. Provide onsite training to the County benefit staff on how to use the systems.
- 9.3. Provide the County with viewing access to imaged documents.

- 9.4. Provide full access to the Contractor's case management and call tracking system to County's Employee Benefits staff.
- 9.5. Provide Immediate Verification of Coverage (e.g., employee enrolled this morning and has urgent need to access coverage), including but not limited to updating Participant information on-line for carriers who permit this access.
- 9.6. Provide responses to Participant inquiries regarding County plan eligibility rules (e.g., advise as to which situations permit mid-year change to coverage and confirm associated timing for making these changes). Participants who indicate they wish to challenge an eligibility-related rule will be provided with a Claim Initiation Form by the Customer Care Representatives. The County will manage the review/appeal process, determine approvals and denials, and communicate these outcomes to Participants. Contractor shall coordinate updates to eligibility and coverage (and related confirmations) based on the County's direction.
- 9.7. Upon the written request of County and subject to the rates set forth in Attachment B, Compensation, Contractor will provide a Claims and Appeals Management service. If a Participant challenges a Customer Care response related to eligibility or enrollment, a Claim Initiation Form is provided to the Participant by the Customer Care Representatives. This "Level I claim" is then evaluated by Contractor, with written determination (approval or denial) provided to Participant based on pre-established requirements defined with the County. Participants who challenge a Level I ruling can file a Level II appeal. Contractor will provide County with a packet containing all supporting information necessary to review the appeal and make a determination on the Level II appeal. Contractor will then coordinate notification to the Participant and any required updates to eligibility or coverage. Contractor will provide ongoing reporting to County regarding all appeals processed by Contractor (e.g. status, volume).

10. Eligibility Determination

- 10.1. Identify newly eligible Participants and determine effective dates based on each plan's eligibility, ACA Section 4980H, and COBRA.
- 10.2. Identify for each Participant the eligible plans, costs, options and plan provisions for coverage under ACA Section 4980H.
- 10.3. Ensure offer of coverage is provided during stability periods for ACA Section 4980H and during loss of coverage for COBRA.
- 10.4. Validate eligibility of benefit elections.
- 10.5. Administer plan eligibility provisions defined by the County and perform "reasonableness" edits against data driving eligibility.
- 10.6. Confirm benefit elections.
- 10.7. Determine and administer eligibility for qualified life event changes.
- 10.8. Transmit eligibility information to carriers and vendors.
- 10.9. Resolve any eligibility issues directly with carriers, including reconciliation.

- 10.10. Administer and ensure accuracy of eligibility and benefits changes in accordance with County defined rules.

11. Employment Classification and Family Status Change Administration

- 11.1. Accept and process enrollment changes via the web, mobile app or through the Call Center.
- 11.2. Distribute enrollment information based on events triggered on the demographic feed (IDF or OCERS file) or through notification of family status change on the web or through the Call Center.
- 11.3. Distribute supplemental forms and information required to complete the enrollment process (e.g., Evidence of Insurability form for Life insurance, if not provided electronically, Kaiser Senior Advantage enrollment form, dependent verification form, Medicare verification form, etc.)
- 11.4. Follow-up with Participants on the return of necessary forms and completion of enrollment activities.
- 11.5. Create and distribute confirmation statements for all changes in benefits enrollment, as well as at the end of an enrollment window when no change has been made. Confirmation statements to be issued no later than one (1) week from election date.
- 11.6. Answer Participant inquiries regarding the status change, resulting enrollment events and timeframe in which to respond.
- 11.7. Pass eligibility and enrollment information to carriers on a weekly basis, or more frequently as agreed to by the Parties and the carriers.
- 11.8. Calculate deduction and imputed income and pass this information to the County's payroll system. Imputed income calculations shall be fully automated with controls to verify the accuracy of the calculations.
- 11.9. Administer resulting benefit impacts of benefit pay changes.
- 11.10. Administer resulting benefit impacts of employment classification change.

12. Family Medical Leave (FMLA) and Other Leave of Absence (LOA) Administration

- 12.1. Receive weekly, or more frequently as agreed to by the Parties, information from County payroll system regarding employees who are going on FMLA, unpaid leaves, and other types of leave of absence.
- 12.2. Determine appropriate status for paid or unpaid leave from data transmitted by County Payroll system, and Short Term Disability (STD) or Long Term Disability (LTD) for Management/Attorney/Craft & Plant groups from STD/LTD administrator. Establish appropriate payroll deduction or direct bill premium amounts and administer any changes to HCRA/DCRA/OBP participation and contribution amounts.
- 12.3. Establish a Waiver of Premium process and coordinate with STD/LTD Administrator the amounts to be credited to the monthly premium report as a result of Waiver of Premiums.
- 12.4. Direct bill those employees who have to pay for their own premiums and are on unpaid leave status.

- 12.5. Accept Participant payments via check or online payment services.
- 12.6. Provide secure website and IVR access for billing Participants showing account information, including payment status, 24 hours a day, seven days a week.
- 12.7. Notify County when employee shows up as Return from Leave and coverage is about to be cancelled.
- 12.8. Receive weekly, or more frequently as agreed to by the Parties, information from County Payroll System on which employees have returned to active work status, send applicable benefit information and adjust payroll deductions and HCRA/DCRA/OBP accordingly.
- 12.9. Provide a bi-weekly FMLA/LOA status and deductions report to the County's Human Resource Services, Employee Benefits Division.
- 12.10. Report on any transactions that are inconsistent with the County's leave policies based on transmitted Payroll file.
- 12.11. Provide the County with recorded calls as needed on specific Participant issues through the use of an advanced call tracking system.
- 12.12. Provide the County with the results of billing accuracy and customer service audits for these programs, even if subcontracted.
- 12.13. Bill and collect contributions for all Participants who do not have deductions taken from the County Payroll System (unpaid and/or partially paid leaves), where applicable. Provide reports that include detailed accounts receivables and collections. See Section 20, Reporting. Ongoing bills are produced on a monthly basis. An off-cycle (weekly) bill is produced the first time an individual moves to direct billing.
- 12.14. Reconcile enrollment between plan years to reflect changes in elections, coverage, and billing by January 20th. Reconciliation should include subcontractor's records if applicable.

13. HCRA, DCRA, Judges Medical Reimbursement Account Administration – “Tax-Advantaged Reimbursement Account Administration”

- 13.1. Create Participant accounts and mail “welcome packets”.
- 13.2. Fund accounts through County payroll feeds (bi-weekly).
- 13.3. Provide both HCRA Debit Card (real time) and claim forms as methods of reimbursement.
- 13.4. Provide access to reimbursement accounts from Contractor's administration system.
- 13.5. Distribute claim forms upon request; provide on-line access to claim forms.
- 13.6. Allow Participants to submit claims and backup documentation on-line, by fax, by mail or by mobile app.
- 13.7. Provide on-line models and calculators.

- 13.8. Provide web-portal access to account history, balance, review of reimbursement status, County specific eligibility guides, and tracking out of pocket healthcare expenses.
- 13.9. Reimburse eligible Participant claims within 15 calendar days of receipt of claim by issuing checks or direct deposits on a daily basis.
- 13.10. Create and distribute notifications such as explanation of payment, check or direct deposit, account balances, claim denial, partial payments, returned checks, etc., within 15 calendar days.
- 13.11. Maintain account balances.
- 13.12. Respond to Participant questions about the County's Section 125 Plan based on information provided by the County.
- 13.13. Reconcile elections, payroll deduction registers, OBP allocated amounts to HCRA, and claim payments.
- 13.14. Answer Participant questions regarding claims, balances, eligible expenses, etc., via Call Center. Participants will also have access to 24/7 service via the online portal, mobile apps and automated phone system.
- 13.15. Provide toll-free Interactive Voice Response System available for account balance and claim payment information, 24 hours a day, seven days a week.
- 13.16. Create and provide forfeiture reports to Participants and the County annually within 30 calendar days of the end of the annual claims period, i.e. March 31st following the end of the plan year.
- 13.17. Provide Quarterly Participant statements and management reports to the County with the specified data elements and sorts by required deadlines.
- 13.18. Provide reminder in January of each year to the Participant of the claims filing deadline for eligible claims incurred in the prior plan year. County has opted to allow a roll-over in the amount of \$500.00 annually for the HCRA plan.
- 13.19. Provide the County with recorded calls through the system to the County as needed on specific Participant issues through the use of an advanced call tracking system.
- 13.20. Ensure quality control of customer service responses given for the tax-advantaged reimbursement accounts.
- 13.21. Provide County with imaged claims on an as needed basis for review of second level appeal and/or escalated claims issues.
- 13.22. Consult with IRS on claims received for questionable expenses.
- 13.23. Accept after-tax contributions for HCRA Participants on unpaid leave or on COBRA.
- 13.24. Provide the County with the results of processing accuracy and customer service audits for these programs, even if subcontracted.

- 13.25. Conduct HCRA/DCRA administration; if service is subcontracted, Contractor must ensure appropriate internal controls and periodic audit functions are in place. Contractor must provide for the use of a Debit Card.
- 13.26. Track and provide a report quarterly of each employee's annual OBP elections, to the following categories:
- a. Lump sum taxable cash – *County's* payroll feed
 - b. 457 Defined Contribution plan –*County's* payroll feed
 - c. Payroll credit AD&D premiums – *County's* payroll feed
 - d. HCRA (Section 125) – *Contractor/County's* payroll feed (combo)
- 13.27. Edit each employee's OBP annual elections to ensure that they do not exceed the maximum OBP amount allowed for each eligible employee, including subsequent mid-year changes in eligible amounts (e.g., promotions or other employment status changes). Web should automatically edit the maximum limits.
- 13.28. Edit each employee's HCRA election to ensure that the total OBP amount allocated to HCRA and the amount of the employee's salary redirection (pre-tax contributions) do not exceed the annual HCRA contribution limit. Web should also edit the maximum limits.
- 13.29. Conduct quarterly and year-end reconciliations for all HCRA and DCRA accounts with County and subcontractor, if applicable; this includes a reporting and reconciliation of all forfeitures.
- 13.30. Supply census data for the annual HCRA/DCRA/OBP HCRA non-discrimination testing.
- 13.31. If at such time in the judgment of the County there is a sufficient number of complaints of slow claims processing to warrant an audit, County may require a count of all claims on hand. Each claim will be tabulated for date received and number of working days awaiting communication to claimant, or issue of payment. If the number of claims exceeding fifteen (15) calendar days waiting processing is greater than 5%, Contractor shall have seven (7) calendar days to complete claims processing for these claims.
- 13.32. Process Judges Medical Reimbursement account claims in accordance with instructions provided by County.

14. Cyclical Processing

- 14.1. The County indicative data file (IDF) is passed weekly, or more frequently as agreed to by the Parties, to the Contractor. Contractor's system should accept all entries from the County's system showing the transaction history within a given reporting period, e.g., employee went from active "A" status to Family Leave "F" and returned to "A" status all within the same bi-weekly pay period.
- 14.2. Process AOCDS changes in health plan enrollment on a bi-weekly frequency in an automated manner. AOCDS will provide Contractor with election information (e.g., which medical option each employee has selected) but not dependent information.
- 14.3. Provide the County benefit plan active employee deduction information to County payroll in file format and transmission protocol based upon County requirements. Information should include but not be limited to:

- a. All new deductions with effective dates
 - b. Changes in deductions; this would include an expiration record for old deductions and new deduction record for the change
 - c. Separate payroll options codes that distinguish the rates of Employees with Wellness participation and no Wellness participation. Each option should give net rate and be able to identify employees by health plan, tier and Wellness status.
- 14.4. Administer ACA 4980H processing and reporting.
- 14.5. Provide the County's detailed benefit plan retiree deduction information to OCERS.
- 14.6. Conduct quality review on all active employee deduction information and all retiree deduction information. Quality review includes, but is not limited to: Variance analysis, reasonability check on deduction amounts, required fields and valid values, number and size of retroactive adjustments, ensure no duplication with direct billing and missing deductions for County provided or required plans. There is no additional fee for development of additional County-specific controls, as long as based on data Contractor has in the system.
- 14.7. All variances, discrepancies or errors from quality reviews will be tracked until resolution. Open issues will be logged for review in weekly status calls with the County. Participant related issues will be tracked in Contractor's case management system.
- 14.8. Contractor shall perform full root cause analysis on all issues and provide reports to County. Reports shall include an action plan to prevent recurrence of similar issues.
- 14.9. Receive and process Intent to Retire and Deferred Commencement events from OCERS weekly. See Retiree Medical Grant Section.
- 14.10. Administer Retiree Medical Grant.
- 14.11. Process direct bill to pension updates and retroactive retiree processing with OCERS on a monthly basis.
- 14.12. Provide health plan carriers eligibility information for Participants on a weekly basis.
- 14.13. Generate and process all files and reports to support County Wellness program. This includes but is not limited to:
- a. Provide Wellness vendor eligibility information on a monthly basis.
 - b. Provide additional eligibility files for OC Healthy Steps program.
 - c. Process information from Wellness vendor to reflect employee participation and health plan options.
 - d. Provide County with annual file of employees with wellness participation status.
- 14.14. Administer COBRA weekly.

- 14.15. Administer HCRA, DCRA, and Judges Medical Reimbursement account.
- 14.16. Administer OBP.
- 14.17. Administer direct bills for leaves of absence. Initial invoices for Participant should be processed within 7 calendar days of receipt of leave of absence event or at a mutually agreeable timeframe. Ongoing invoices are produced on a monthly basis.
- 14.18. Administer disabilities on occurrence basis.
- 14.19. Administer death claim processing on occurrence basis.
- 14.20. Provide files necessary to support the County's reporting to the CMS.
- 14.21. Administer the Low Income Subsidy (LIS) amounts (Kaiser, SCAN, and/or Anthem Blue Cross or Medicare Advantage plan(s) shall pass a file with individual names and the month of coverage and LIS amount). Contractor shall verify if the retiree paid any out-of-pocket amounts. If so, they get the lesser of the LIS or the amount they paid out-of-pocket. For these people, an adjustment needs to go to them either via OCERS pension deduction or Contractor's Direct Bill system. May include another file transmission and reconciliation. Retiree would get a credit to his/her health premium. If the retiree did not pay out-of-pocket, the amounts belong to the County. A separate report would accompany the premium report showing by plan the LIS credit. It would segregate by plan:
 - a. Anthem Blue Cross, SCAN, Kaiser and Medicare Advantage plan(s)
 - b. County credit vs. retiree credit
 - c. Billing type OCERS vs. Direct Bill for retiree credit

The LIS report shall be used to reduce the premium payment. The premium payment would still reflect the standard amount. Frequency shall be quarterly or annually as specified by the County. Contractor would need to allow for flexibility in processing should CMS requirements require a more frequent adjustment.

- 14.22. Manage the Covered Retiree List (CRL) of qualifying covered retirees for the CMS Retiree Drug Subsidy (RDS) program. This includes but is not limited to:
 - a. Provide RDS with a Valid Initial Retiree List for the application period.
 - b. Provide RDS with a Monthly Retiree List of changes to the Valid Initial Retiree List.
 - c. Carefully review and take appropriate actions to resolve errors reported on the Retiree Response and Weekly Notification Files produced by CMS, including defaulting retiree health plans.
 - d. Validate the Final CRL for the annual reconciliation process.
 - e. Submit all retiree lists to RDS through Electronic Data Interchange (EDI) Methods and Sources.

15. Interfaces (Carriers and the County)

- 15.1. Define requirements for interfaces based on carrier requirements.

- 15.2. Develop standard interfaces using carrier's standard layouts and formats.
- 15.3. Accept the County feeds using standardized transmission methods (PGP/SFTP).
- 15.4. Accept the County's hours feeds for FTE determination using standardized transmission methods (PGP/SFTP).
- 15.5. Ensure quality of inbound file upload processes by pre-loading the file and conducting a validation to spot potential issues before the file is loaded; validate control totals and scan for invalid values; analyze trends and variances; scan for inconsistent data and review for invalid status changes.
- 15.6. Provide transmission status reports to the County following each transmission.
- 15.7. Provide exception transmission report for County review and resolution. Reports must be segregated between record failures and warnings. Content and format must be approved by County.
- 15.8. Be able to create, send and receive ANSI 834 compliant files; include Medicare indicator flag (where applicable). Must be able to accommodate mixed family enrollment scenarios (one in Medicare plan, one in non-Medicare plan) and specialized Medicare advantage enrollment requirements.
- 15.9. Develop payroll interfaces to the County using the County's format.
- 15.10. Develop interfaces to and from OCERS in the format provided by OCERS.
- 15.11. Produce vendor feeds using electronic transmission methods where applicable, i.e., includes all carrier eligibility/enrollment transmissions such as Optum Rx, Blue Shield of California (Health and Dental), Kaiser, Cigna, Standard Insurance, Anthem Blue Cross, Centers for Medicare and Medicaid (CMS), Retiree Drug Subsidy (RDS), The Hartford, SCAN HMO, etc. Track and monitor all vendor feeds to ensure that they are transmitted on time and received/processed by the receiving party. Track a full audit trail at the Participant level.
- 15.12. Transmit Participant deductions via (PGP/FTP) to the County bi-weekly (may increase cycle to weekly).
- 15.13. All interface files must be flexible enough to allow for changes in coding, e.g., foreseeable switch in number of digits for agency org and employee ID.
- 15.14. Participate in any impact analysis and testing for potential systems upgrades.
- 15.15. Process retroactive adjustments to payroll deductions, for all retroactive enrollments, deductions, and retroactive credits to OCERS, and direct bill vendor when applicable.
- 15.16. Carefully review and take appropriate actions for edits, errors and omissions reported to the Contractor by OCERS.
- 15.17. If directed by the County, provide quarterly deduction reconciliation reports for identifying retroactive adjustments, in lieu of processing individual retroactive adjustments to employee payroll deductions; report format and data elements will be defined when directed by the County.

- 15.18. For Peace Officers, Law Enforcement Managers, and Sheriff Command Staff, receive enrollment information from the bargaining unit (AOCDS), determine payroll deductions and pass this information to County's Payroll through payroll feed; additional information relating to HCRA/DCRA will also need to be accounted for in Contractor's enrollment and eligibility system.
- 15.19. Review and reconcile all eligibility and premium discrepancy reports. Log, track (aging), determine root cause (where applicable), and manage to completion any file errors or discrepancies. Coordinate updates to requirements and system functionality, as well as Participant accounts as needed. Provide County full visibility into the status and edits for all file processing, as well as reconciliation activities. Target resolution timing:
- a. Eligibility discrepancies: Routine edits (e.g., questions related to address, dependents, or coverage) will generally be resolved within an average of 1-2 business days after loading to Contractor system. Some discrepancies (e.g., health plan account structure, employee indicative data questions, CMS rejection of a Medicare Advantage enrollment) require additional time for research with the County or carrier. Generally, these more complex discrepancies will be resolved within 3-5 business days, assuming no configuration changes are needed. Contractor provides ongoing eligibility feeds to carriers multiple times per week, which provide an automated method to report required eligibility updates. In addition, Contractor's Customer Care Representatives reach out to carriers to perform emergency updates to coverage (a.k.a. immediate verification of coverage, "IVC") if needed.
 - b. Premium discrepancies: Premium reporting operates on a monthly cycle. Contractor utilizes a "self-billing" approach, instructing carriers on the amounts they are to be paid and then working through reconciliation. Discrepancies will generally be resolved within 8 business days, with any required adjustments reflected on the next month's report.
 - c. Additional research and resolution time may apply for the first cycles after go-live, based on reconciliation of Contractor-provided data with information on file from the prior administrator. Production simulation testing is utilized during implementation to minimize post-live reconciliation.

16. IVR, Web Systems, Web Chat and Mobile App

- 16.1. Build and maintain IVR, web systems and mobile app for Open Enrollment and ongoing new hire enrollment and status changes. IVR is used to provide key updates and personalized call routing. Enrollment transactions will be performed via the web, mobile app or Customer Care. The entire Participant experience (including enrollment) shall be fully responsive in design on mobile, mini tablet and tablet devices.
- 16.2. Provide and maintain web systems and mobile app that allows high levels of concurrent users.
- 16.3. Build and maintain IVR, web systems and mobile app for active, COBRA, disabled, terminated, retiree and survivor plan Participants.
- 16.4. Build and maintain a personalized IVR supporting customer authentication, broadcast messaging and high-volume data inquiry, as well as enabling complex call routing rules, Call Center operations management and reporting, as well as Call Center quality management.

- 16.5. Provide Virtual Hold technology that announces hold times for the Call Center. In addition, allow customers to save their place in line with a callback (“call me”) or schedule a future appointment with a Customer Care Representative.
- 16.6. Provide a web chat to connect Participant with a Customer Care Representatives. Provide a virtual assistant (“Lisa”) 24/7 using the latest artificial intelligence technology. Ensure all answers provided to Participant chat questions are correct. Provide transcripts of chat sessions with virtual assistant or web chats with Customer Care Representatives.
- 16.7. Provide the ability for Participants to submit online inquiries that route to Customer Care Representatives as follow up cases. These shall be responded to based on the agreed upon performance standard timing related to cases.
- 16.8. Build and maintain a web based employee and pre-65 retiree modeling tool, e.g., input desired health plan criteria and yield health plans that ranked the highest based on available costs and features and model an event and inform Participant new cost tied to the event so Participants can compare health plan features. Apply actual Participant specific premiums and incorporate into overall annual costs. Provide the ability for Participants to estimate medical expenses including total out-of-pocket costs for each available medical option on the website. This ability includes personalized modeling based on anticipated health care need and geographically adjusted average health care costs.
- 16.9. Provide the ability for Participants to search for health providers and facilities based on each Participant’s available plans on the website and mobile app.
- 16.10. Provide embedded tips and alerts customized for the County on the website and mobile app.
- 16.11. Provide comprehensive video library to help employees understand key concepts in a short and engaging format on the website.
- 16.12. Host County-specific communication materials and guides that are personalized so the Participant only sees the materials that apply to them on the website.
- 16.13. Provide 24/7 access via the Benefits Center web site for Participants to do the following:
 - a. Verify dependents and elections
 - b. Enroll in benefits
 - c. Request/receive forms
 - d. Receive plan information
 - e. Perform status changes, qualified life events such as adding/removing dependents
 - f. Receive reimbursement account balance and activity
 - g. Perform all event and change processing
 - h. Find information on how to contact the benefit plan
 - i. Add dependent SSNs
 - j. Update beneficiaries for Life & AD&D benefits
- 16.14. Provide an inbound single sign-on connection from the County’s intranet to the website, upon request of County.

- 16.15. Host County multi-media content at no additional cost.
- 16.16. Provide IVR capability to opt out to a Customer Care representative to provide information and/or take Participant elections during Call Center hours of operations.
- 16.17. Provide IVR call transfer capabilities to carriers and related groups (EAP, etc.).
- 16.18. Maintain PIN numbers and passwords for Participants; include “Forget your PIN” feature on the web site.
- 16.19. Provide web links to other vendor sites, e.g., health plans, unions, etc.
- 16.20. Maintain and distribute electronic copies of documents including but not limited to: plan documents, Summaries of Benefits and Coverage, 1-page Retiree benefit summaries, benefits forms, etc. Must provide the ability to update and/or replace documents throughout the year.
- 16.21. Provide a dedicated fax number for the County’s account that links to a secure imaging mailbox. Participant documents sent by fax shall be attached to the Participant’s account. County shall be able to view faxed documents through the Imaging system during the term of this contract with Contractor, including any Run-Out period. Contractor shall transfer all faxed documents to a new vendor at the conclusion of services under this contract.
- 16.22. Provide a dedicated mailing address for the County’s account. Contractor shall image all documents and index them to the Participant’s account. County shall have be able to view all documents through the Imaging system during the term of this contract with Contractor, including any Run-Out period. Contractor shall transfer all documents to a new vendor at the conclusion of services under this contract.
- 16.23. Provide County the ability to change web site content and vary the content by populations in real-time or scheduled for a specific duration. Maintain self-publishing history so the County can reference prior content and create and refresh messaging easily.
- 16.24. Provide County with access to Contractor’s call recording system for call retrievals and reviews at any time. Calls can be pulled based on a specific Participant or by day and time.
- 16.25. Provide a demonstration for County’s use at the County’s Annual Health Fair to demonstrate web features for County Participants, upon County request.
- 16.26. Provide a County-specific pre-authentication page that can provide general content (e.g., information for those thinking of joining the County, reminders regarding annual enrollment).

17. Ongoing Changes

- 17.1. Change Order Procedure.
 - a. The Parties agree to follow the Change Order process outlined in this Section 17.1 in order to appropriately document all changes to the implementation of the Services, which may or may not incur additional cost to the County, pursuant to this Agreement and as mutually agreed to by the Parties. This Change Order process reflects the governance procedures agreed to by the

Parties in documenting such changes and will not modify the overall scope of the services approved by the County's Board of Supervisors.

- b. Submission of Change Orders. Either Party may complete and submit a Change Order by email or on the Relationship Management Site, as applicable. As soon as practicable thereafter, the Parties shall discuss the requested change, which may include discussion of the feasibility of proceeding with such change, the impact of the change on the Services and any fees associated with such change, and the proposed implementation date for the change.
- c. Acceptance and Effect of Change Orders. If the Parties agree to proceed with a change or with further discussions related to such change, Contractor shall: (i) complete the applicable Change Order on the Relationship Management Site with updates to the description of the change, if any, and the impact of the change on the Services and the fees associated with such change; and (ii) submit the completed Change Order for the review and approval by County. If both Parties agree to implement such change, the Parties shall indicate such Party's acceptance of the Change Order by signing such Change Order or by means of the online acceptance functionality found on the Relationship Management Site. Such preparation and acceptance of a Change Order shall not constitute an amendment to this Agreement but shall be controlling on both Parties pursuant to this Section 17.1 and the Parties agree to update the Business Requirements Document as needed based on any approved Change Orders.

17.2. Contractor will provide the following routine changes that are supported at no cost:

- a. Open Enrollment:
 - 1) Updates to HSA and FSA maximums, plan/option names, contributions, premiums/ASO fees and premium equivalents, ZIP Code service areas, provider networks and plan design information for existing options.
 - 2) Add up to 5 new health plan options and 2 new health plan carriers. These health plan changes include updates to carrier integrations at no cost.
 - 3) Delete any number of health plan options.
 - 4) Update decision support tools to reflect new plan year design (including up to 5 new health plan options and 2 new carriers). This includes Health Plan Comparison Charts, Provider search and the Medical Expense Estimator.
 - 5) Mid-year update of AOCDS health plan rates related to their open enrollment.
 - 6) Add up to 5 new bargaining units, assuming they map to elements of existing plan designs and eligibility rule structures. Includes adding groups or stopping groups in Retiree Medical Grant.
 - 7) 1 life insurance or AD&D carrier change, assuming keeping similar option structure and EOI rules.
 - 8) Update mappings of groups to existing benefit plan structures (e.g., change bargaining unit eligibility rule to a rule in place for another group). Examples include adding or stopping of groups from Retiree Medical Grant eligibility, making a group eligible for the Optional Benefit Plan (using one of the current funding amounts), and mapping a group to another existing basic life insurance plan design.
 - 9) Update default rules (what coverage is assigned if someone does not actively enroll).

- 10) IVR open enrollment messaging, menus, and routing changes for new vendors/carriers as needed. This includes updates related to the transition from open enrollment to ongoing plan year administration.
 - 11) Customer Care training on open enrollment procedures and plan design.
- b. Ongoing (year-round, including during open enrollment)
 - 1) Posting County communication materials, Summary Plan Documents (SPDs) and Summary of Benefits and Coverage notices. There is no limit to the amount of communications that can be posted to the web portal.
 - 2) Review communication materials for consistency with administrative procedures and ensure Customer Care is familiar with content.
 - 3) Updates to website messages, announcements and alerts and sending emails/text messages.
 - 4) Unlimited Ad-hoc reports (e.g., address file to support special mailing)
 - 5) Routine updates to interface files (e.g., add new valid value for data element)
 - c. IVR broadcast messages and system enhancements that improve the customer experience.
 - d. Implement (using Contractor's standard approach) federal and state of California regulatory changes which apply to the County and which fall within the scope of work provided by Contractor. The County shall provide notification as to which state of California regulatory changes are applicable. Examples of supported changes include updates to Form 1095-C and IRS filing procedures, Medicare Part D Creditable Coverage Notices and the ACA Notice of Marketplace Coverage Options. It is acknowledged that certain regulatory changes apply directly to insurance carriers or to the County (i.e., not specific to Health & Welfare plan administration) and are not included within the scope of this provision. Regulatory changes which fall outside the scope of work provided by Contractor or that result in a material expansion of effort to support will be subject to the Change Order process. Contractor is not required to implement regulatory changes by agencies that are not federal or California state government agencies.

18. Project Management and Administration Consulting

- 18.1. Produce initial and subsequent requirements definition for each plan.
- 18.2. Recommend and implement process improvements on an ongoing basis throughout the term of the Contract.
- 18.3. Review applicable plan documents and report any discrepancies as they pertain to administration of the health and welfare plans as per the plan documents provided by County.
- 18.4. Compare existing administrative processes with Contractor's best practices. Review on an ongoing basis throughout the term of the Contract.
- 18.5. Ensure the County has the most current information regarding federal legislative and regulatory developments, and provide an actionable point of view and administrative considerations, along with solutions to ensure compliance.

- 18.6. Monitor and keep abreast of changes impacting employee and retiree benefits and provide County with visibility and automatically update the benefits administration solution.
- 18.7. Notify County of upcoming compliance issues that Contractor is implementing for its other clients.
- 18.8. Review plan design materials provided by County or its outside consultant. Update Contractor business requirements and administration documents for plan designs.
- 18.9. Implement into existing web systems and administrative functions, any plan changes and/or modifications to existing benefit programs that may occur during the term of the Contract as specified in Section 17, Ongoing Changes.
- 18.10. Provide separate project management resources for Open Enrollment and all major implementation of changes.
- 18.11. Ongoing team members shall be involved in projects from the first day of project start. In addition to attending all meetings and discussions, the ongoing team members shall:
 - a. Participate in the creation and review of key requirements documents prior to being finalized.
 - b. Lead the effort for internal acceptance testing
 - c. Participate in “prove-it sessions”
 - d. Manage and execute the events in transition processes
 - e. Run production simulations and execute a live environment prior to the Go Live date, where the ongoing team will run end to end processes for County benefits in order for them to understand system set up, processes, validate accuracy of the system, and ensure readiness of the live data.
- 18.12. Contractor shall have ongoing team members trained by project specific teams on each flow and major system module or change implemented during the project. In addition, the project specific team will continue to support the ongoing team to ensure stability of the project.
- 18.13. Provide (i) standard and optional testing services, (ii) detailed consulting for compliance on County’s plan’s compliance status and (iii) compliance reports to document the County’s plan’s compliance status.
- 18.14. Support County as needed during IRS audits of County plans.
- 18.15. Present information about new legislation impacting the services provided under this Contract and consult with County about possible changes to the administration of services. This includes providing best practices from comparable customers and interim solutions.
- 18.16. Include legally required updates as part of base solution at no cost to County.

19. Reporting

- 19.1. Provide the County with required reports on a predetermined basis. Reports will be delivered electronically to the County in a manner which fully complies with HIPAA and security best practices. Hard copies will be delivered upon request by the County as needed.

- 19.2. Conduct quarterly meetings with the County to review account status performance, and make recommendations for improvement.
- 19.3. Create monthly reports on Contractor's performance against mutually agreed to performance standards.
- 19.4. Provide bi-weekly report showing all errors on active and retiree uploads; Contractor will designate a team of systems staff to work collaboratively with the County and/or its vendors to resolve all systems issues.
- 19.5. Provide weekly Dashboard report showing Customer Service Staffing levels, Escalations from the County, Exception Processing, Weekly Training Focus, Weekly Call Volume, and Items for Discussion.
- 19.6. Track and report on the number of retirees electing to opt out of a health plan on a monthly basis.
- 19.7. Provide direct bill reports to include breakdown by type of Participant, including but not limited to:
 - a. Payments Received: All payments received during the current period.
 - b. Payment Allocation: How payments were applied to outstanding charges during the current period (e.g., how much for medical, dental, etc.).
 - c. Delinquency Report: List of Participants in delinquent status; this includes aging (how many days delinquent), amount outstanding, and their paid-through date.
 - d. Drop Coverage Report: List of Participants in delinquent status who have reached the point where coverage will be dropped.
 - e. Refund Report: Listing of all Participants who received refunds (e.g., pre-paid an amount but then moved off direct billing) during the current period, including the date and method of repayment (e.g., via ACH or check).
 - f. Monthly Reconciliation Reports: Provides reconciliation and audit trail for the bank lock-box (e.g. payments received, refunds, transferred funds to client, adjustments).
 - g. Reports must also include summary and details including but not limited to Participant type, name, plan and tier, month of coverage, and collection amount. Must be in a format mutually agreed to by the Parties.
- 19.8. Provide monthly client reporting packages, including but not limited to:
 - a. Monthly list of employees on waiver of premium
 - b. FMLV report – The County monthly deduction for employees who are on FMLV
 - c. STD – Monthly report of employees on STD.
 - d. List of all retirees and their Retiree Medical Health Grant and Medicare Part B Reimbursement upon request.

- 19.9. Provide access to on-line reporting tools and updates as they become available.
- 19.10. Provide access to mobile app reporting tools and updates as they become available.
- 19.11. Handle ad hoc reporting requests.
- 19.12. Provide comprehensive annual Open Enrollment reports, including but not limited to Participants who have passively enrolled at the end of the annual Open Enrollment period and migration reports.
- 19.13. Provide the County with a comprehensive management reporting package including monthly and quarterly Participant services reports.
- 19.14. Provide access to on-line reporting tools (see also Section 4. Benefits Data Warehouse).
- 19.15. Create/provide automated monthly carrier billing/premium reports at both the summary and Participant level for all health and welfare benefit plan carriers and any reports necessary for the County to make the carrier/vendor payments. On all report perform verification, variance analysis and trending and promptly report any potential anomalies to the County.
- a. Reports shall include, but not be limited to:
 - 1) Healthcare plans: Premiums, ASO fees and premium equivalents for medical, dental, vision and prescription drug, with breakouts by carrier, option and coverage tier.
 - 2) Welfare plans: Premiums and ASO fees for life insurance, disability, accident and other plans, with break outs by carrier, option, age-band and tobacco status. This includes coverage volume
 - 3) Invoice and funding reports that roll-up the total amount owed to each carrier and product line.
 - 4) Reports are broken out by status (e.g., active, retiree, COBRA). Contractor shall also provide reports broken out by other County specific data elements.
 - b. Reconcile monthly carrier billing/premium reports at Participant level for all health plan carrier eligibility files and premium reports as necessary.
 - c. Make adjustments to future premium reports for retroactive actions, and reconcile premium reports for monthly premium payment.
- 19.16. Provide monthly consolidated feed of Participant data in Contractor's standard format via electronic media. For this purpose, "Participant" shall include all active employees regardless of current eligibility, all inactive employees, and all retirees, dependents, beneficiaries, and survivors. This file would include coverage and demographic information including most recent coverage effective dates and any system flags that drive eligibility, as well as current pension payroll deductions, historical, ACA and COBRA data (collectively "Participant data"). Format of file to be mutually agreed upon by the Parties and confirmed in writing prior to the start of work.
- 19.17. Create all necessary address files as directed by County for communications. County shall be able to identify selection criteria for mailing files to Participant sub-populations by plan, coverage level, bargaining unit, age, and Medicare status.
- 19.18. Provide electronic monthly deduction reports to the County (active employees) and OCERS (retirees). Census data including agency codes (work location) are required for each Participant

record. File also must allow for an adjustments field. County must be able to use census files to compare them against County's systems.

- 19.19. Provide monthly financial analysis and reconciliation for Actives and Retirees in a format acceptable to County. Data should provide summary and detail and must be able reconcile premiums paid to carrier versus amounts collected via, payroll, direct bill and/or pension. Adjustments should also be included. Contractor must provide/discuss results, causes of variances between premiums paid and collections, and recommended solutions to solving any variances.

Contractor provides monthly financial analysis and reconciliation of Participant contributions for Actives and Retirees as follows:

- a. Receive snapshot data files from active payroll and pension payroll that include actual deductions (by plan) taken for current pay cycle. The active employee payroll file will also include a snapshot of retroactive deductions for the pay cycle.
- b. Perform compare of actual deductions to expected deductions on Contractor system for that pay cycle and identify discrepancies. For active employees, this will also include a comparison of expected vs. actual retroactive deductions.
- c. Provide Participant-level detail report and variance summary report that lists the number of discrepancies by plan as well as magnitude.
- d. Review reports with County and assist with root cause determination of larger discrepancies. Correction of any errors (e.g., beyond routine discrepancies due to timing, garnishment etc.) will be addressed per terms of the Contract.

In addition, monthly premium reporting provided by Contractor will include a roll-up of expected payroll deductions from the Contractor's system for each high-level plan (e.g., medical, dental, life insurance). This will provide an estimate of funds collected via payroll deductions vs. premium payments to carriers and will be used to monitor trend Contractor will do root cause analysis for major variances.

- 19.20. Provide any data files/reports as requested by the County to complete analysis and/or calculation for the ACA Excise tax.
- 19.21. Provide County with Contractor's research and insights reports such as industry best practices, book of business comparisons, County specific business analytics, etc.

20. Retiree Medical Grant

- 20.1. Accurately determine eligibility, and calculate Retiree Medical Grant and Medicare Reimbursement for specific bargaining units according to established rules.
- a. Load separate retiree health plan rates from active rates.
 - b. Program the calculation of grant amounts for each grant scenario according to County eligibility rules, currently noted below (but subject to future change). County will provide Retiree Medical service hours. Orange County Employee Retirement System (OCERS) will provide buyback hours with dates and type.
 - 1) Maximum grant adjustment amount each year is between 3% and 5% depending on bargaining unit upon retirement.

- 2) Once retiree becomes Medicare eligible, reduce Grant by 50% (current retirees age 65 no reduction; current retirees age 64 or younger 50% reduction once Medicare A & B eligible (A, if at no cost) – but no sooner than one year from Board adoption date (dates vary by bargaining unit).
 - 3) Employees retiring after Board adoption date (date varies by bargaining unit), 7.5% reduction to Grant for each year pre-60 years of age; 7.5% increase to Grant for each year worked after age 60 up to age 70.
 - 4) The 7.5% adjustment does not apply to Safety positions.
 - 5) The 7.5% reduction from age 60 does not apply to disability retirements. If employee is able to qualify for regular retirement and has an age adjustment for each year worked after age 60 up to age 70, the age adjustment will apply. If employee only qualifies via a disability retirement, no portion of the age adjustment will apply.
 - 6) Program unique setup as it relates to disability retirements.
 - 7) Survivors receive 50% reduction of Retiree's Grant.
 - 8) Employees hired before 8/1/1993 may be eligible for buyback. Buyback is determined via data provided by OCERS weekly feed.
 - 9) Attorneys who retire on or after July 8, 2016 will not be eligible for the Retiree Medical Grant program.
 - 10) Eligibility workers who retire on or after September 30, 2005 will not be eligible for the Retiree Medical Grant program.
 - 11) Public Safety employees who retire on or after January 4, 2019 and who receive a Grant from AOCDS will not be administered by Contractor.
- c. Perform eligibility and elections for Participants with Retiree Health and Active Dental COBRA in an automated fashion and without manual intervention for processing. Contractor's system should be able to manage the following mixed eligibility Retiree Survivor Health and Active Dental Dependent COBRA; and Retiree Health and Active Dental COBRA. All services must be provided in a manner that does not require special manual intervention or interruption of coverage, elections or billing as the Participant moves to a mixed eligibility status.
 - d. All retirees who are eligible for Retiree Health only (no Grant) should be identifiable by a single field and value in the Contractor's system. Contractor should be able provide reports/files by which the County can easily identify these retirees by this field and value.
- 20.2. Track, calculate and report for each retiree the data elements listed below. Automate the calculation for each retiree eligible for the Retiree Grant.
- a. The Grant for the intent to retire based upon the intent date.
 - b. The final Grant based upon the actual date at time of retirement.
 - c. The applicable monthly premium rate.

- d. The monthly grant amount to be applied to reduce health plan premium.
 - e. The monthly grant amount to be applied to Medicare A& B premiums, including high income tiers.
 - f. The net monthly health premium deduction.
 - g. Retroactive health plan eligibility, premium and Grant adjustment. Retroactive adjustments must be calculated for all Retiree deaths irrespective of date when death is reported.
 - h. Accept dates associated with service hour buy back as it relates to the Retiree Medical Grant. This process includes using pre-established criteria for determining eligible buy back service hours when buy back hours are provided on the OCERS interface. Only hours of buy back within eligible date ranges will be accepted for purposes of calculating the Grant. Contractor will calculate the eligible buyback.
 - i. Agency code and bargaining unit from which the Participant retired. Contractor must be able to keep the original agency code and bargaining unit in place even in situations where a retired worker returns to work as a Working Retiree, possibly under a new agency.
- 20.3. Provide necessary files and summary and detail of health enrollment, health premiums, and health and Medicare grant reimbursement amounts to the County and OCERS.
- 20.4. Conduct monthly analysis of Grant and Retiree Health data to ensure proper administration of Grant. Review should include but not be limited to: Medicare status vs. Health enrollment plan/Medicare eligibility; Medicare reduction vs. Health enrollment plan/Medicare eligibility; Number of Medicare family Participants vs. Health enrollment plan/Medicare eligibility.
- 20.5. In addition to reports requested by the County, provide analytics and reporting with input from County on type and format of reporting. Contractor shall prepare and utilize the reports to evaluate ongoing processing and perform additional validation checks.
- 20.6. County shall also review Retiree Grant calculations on monthly basis. Contractor must respond to questions from County on calculation within five (5) business days. Corrections to inaccurate Grant calculations must be corrected by the next pension file following ten (10) business days after identification of error unless otherwise specified by the County.
- 20.7. Process and record election of the Retiree Medical Lump Sum and send payment record to County via payroll.

21. Rules and Processing Guidelines Documentation

- 21.1. Fully and accurately document all rules and processing guidelines in a Business Requirements Document based on all County health and welfare plans in collaboration with the County.
- 21.2. Update the rules and processing guidelines on an as needed basis and send updates to the County.
- 21.3. Provide the County an opportunity to review the guidelines at least semi-annually.
- 21.4. Submit to the County the finalized guidelines as an electronic Word or other editable document format agreed upon by the County.

- 21.5. Ensure all updates to the rules and processing guidelines are accurately transferred to the on-line web systems, mobile apps, communications and call center resource tools. Contractor is fully responsible for the accuracy of following all rules and processing guidelines.

22. Run-out processing

- 22.1. If at the end of the final year, the Contract is to be transitioned to another vendor, Contractor will ensure the smooth transition to the new vendor and continue to provide all ongoing services through the termination date of the Agreement. If County chooses a mid-year transition, County and Contractor shall mutually agree upon a date to transfer all ongoing and historical County Participant data.
- 22.2. As part of the ongoing fees, during Run-out processing, Contractor shall provide the following at no additional cost:
- a. At a minimum four full files of all Participant, dependent, beneficiary election, current pension payroll deductions, historical, ACA and COBRA data, including any data dictionaries, data mapping information, data previously provided by County that is used for any determinations, calculations, or other dependencies. These four files will be provided for test conversion and production load. Contractor shall provide these files to both County as well as the new Benefits Administrator.
 - b. At a minimum two full files of all call notes, images (uploaded documents), communications and details of communications and fulfillment, to both the County and the new vendor. The first file will be provided at a date agreed upon by Contractor and the new vendor. The second file of supplementary information will be provided at the end of Contractor's provision of services under this Contract, with any changes to the call notes, images, communications and details of communications and fulfillment provided previously. This information must be indexed in a format acceptable to the new vendor.
 - c. A buck slip into the last direct bill invoice being mailed to notify Participants of where to send the subsequent month's check. Contractor will also provide a file of any payment arrangements that were made with Participants that need to be continued by new Benefits Administrator. Contractor will also provide any final reporting of received checks and EFTs.
 - d. Contractor shall provide the adjustment files for pension and payroll for the first feed following the end of the Contract, or other run-out period agreed upon by the Parties. Contractor shall provide data on any Participant repayment plans in place, where the Participant owes the County payments and Contractor and County have agreed that the payments may be spread out over a number of months or pay periods.
 - e. A Web Splash Page or redirect to new vendor's website for 30 calendar days after the end of administrative services notifying Participants of the new vendor's website.
 - f. Referrals or redirect to the new vendor's IVR for 30 calendar days after Contractor has stopped provision of services under this Contract, if phone number is not ported to new vendor.
 - g. Forwarding of mailed and emailed correspondence and documents to the new vendor for 30 calendar days after the end of contracted services.
 - h. Prepare for and participate in a four-hour transition meeting.

- i. Participate in conference calls with the new vendor to ensure coordination and fulfillment of transition responsibilities. Provide a single point of contact for such planning meetings. Point of contact to prepare for and participate on a weekly basis throughout transition process. Contractor shall provide staff, as well as preparation and weekly meetings over the course of the transition to the new vendor.
 - j. Agree to provide all necessary reporting and electronic media to ensure the smooth transition to a new Benefits Administrator. This includes historical data, CMS reporting, and ANSI 834 compliant files. Contractor agrees to transfer data in a timely manner so the new Benefits Administrator can upload and test data prior to the start of new contract implementation, including correcting any errors discovered during testing.
- 22.3. Process and reconcile run-out claims related to the HCRA/DCRA/OBP/Judges/COBRA/Leave billing. Claims filing deadline for the HCRA/DCRA plans is a specified date following the close of the plan year. Contractor shall ensure smooth transition of COBRA and Leave billings to new Benefits Administrator. Contractor shall manage all final payments for coverage through the end of the plan year, including retroactive processing/notifications, or through the end of the Contract upon mutual agreement of the Parties. All relevant files and statistical reporting must be provided by Contractor to the new Benefits Administrator no later than date agreed by Parties.
- 22.4. Process ACA FTE ongoing measurement ACA reporting for final year of Contract. Process FTE hours and initial measurement periods until transitioned to new Benefits Administrator. All relevant data associated IRC Section 4980H data must be provided to new Benefits Administrator in a mutually agreed upon timeframe. ACA measurement services will end on the last day of the contract, with all relevant data being provided to the new Benefits Administrator. Contractor will also provide end-of-year file containing health care cost for inclusion on Form W-2.
- 22.5. Finalize all appeals on hand. Should some appeals result at a later date, Contractor agrees to provide historical documentation.
- 22.6. Provide upon request, individual recorded telephone calls and/or Participant history and other information as needed by new Benefits Administrator to respond to specific Participant, County, or vendor inquiries or appeals.
- 22.7. Complete processing of all events that commenced prior to the transition date. Provide results of events to new Benefits Administrator. Complete those events County deems impractical to be completed by new Benefits Administrator. Any events anticipated to last more than 30 calendar days beyond the termination date will be mutually negotiated by the Parties including fees at change order rates.
- 22.8. Provide all current case tracking information in standard format via electronic media in Contractor format. Customization of format shall be mutually negotiated by the Parties including fees at change order rates.
- 22.9. At County's request, return all existing pre-printed stock and other communications materials. Return agreed-upon materials within 30 calendar days following transition date. No charge for providing inventories, except of direct pass-through expenses related to return of materials (postage and shipping).
- 22.10. QMCSO - Complete processing of all instructions received prior to the transition date. Complete any qualifications and/or other instructions that County deems impractical to be completed by the

new Benefits Administrator. Any events anticipated to last more than 30 calendar days beyond the termination date will be mutually negotiated by the Parties including fees at change order rates.

- 22.11. At termination of Contract, County shall own any requirements documents that Contractor provides. County shall maintain the confidentiality of Contractor proprietary information per the terms and conditions of Section 20. Confidentiality. County shall provide new Benefits Administrator with all rules and processing guidelines on hand except for Contractor proprietary information.
- 22.12. Contractor shall provide post Contract data audit support over a sixty (60) day period beginning as of the end of the Contract. If additional work beyond what is listed above in this Section 22. is required to transition to the new Benefits Administrator, the additional work will be billed using the Change Order billing rates included in Attachment B, Compensation. The Contractor and County will mutually agree upon the scope of work and the cost of the Change Order prior to initiating work. The Contractor will bill the County upon completion of the work. This will result in an invoice after the end date of the Contract. For example, if Contract ends March 31, 2025, Contractor may be invoicing for change orders for run-out services provided after March 31, 2025.

23. Secure Email

- 23.1. Provide a secure email and file exchange workspace. Contractor shall comply with State and Federal laws for maintaining secure email.

24. Contractor Quality Controls

- 24.1. Contractor shall perform such self-audits as necessary to ensure the accuracy of eligibility, benefits, files, and reports.
- 24.2. Perform at the County's request, self-audits or routine self-audits, including manual queries and/or processes, and audit the sub-contractors. Audits can be performed by the Contractor and/or auditors designated by the County to examine on-site records, transactions, and systems relating to the benefits and services provided to the plan using any reasonable method of auditing. Examples of audits to be conducted quarterly/annually include the EME audits.
- 24.3. Include the County's operational processes as part of Contractor's SSAE16 Type II external audits.
- 24.4. Finalize and document an ongoing audit plan by September 30, 2020, or six (6) months after Go Live whichever is later, and update as needed.
- 24.5. On an annual basis, review and evaluate all manual queries and administrative processes performed on the County accounts, report results back to County and update Standard Operating Procedures as needed.

25. System Maintenance and Support

- 25.1. Maintain all hardware and software owned and operated by Contractor in the administration of the County's benefit programs.
- 25.2. Ensure systems operate in compliance with plan provisions and administrative procedures.
- 25.3. Ensure systems are operational during normal scheduled hours.

- 25.4. Respond to and expeditiously fix any system-related issues.
- 25.5. Maintain back-up and disaster recovery plans for database and administration of the County's benefit plans. Maintain and routinely test security protocols.
- 25.6. Conduct regular SSAE16 Type II reviews with results submitted to the County.
- 25.7. Should transition of the County's benefit plans and administration be moved to another of the Contractor's platform, the transition to the new platform is to occur without interruption and at no cost to the County.

26. Web Enhancements

- 26.1. Routinely monitor Contractor's web site and provide the County with recommendations for changes to the way in which the material is presented and accessed throughout the year and during Open Enrollment.
- 26.2. Provide quarterly recommendations for web messaging updates to continue to engage Participants and communicate current benefit events or resources
- 26.3. Allow County to add custom fields in the benefits administration system, label the custom field and receive reports with the County requested label, and determine who can access those custom fields, as mutually agreed to by the Parties.

27. Year-end Processing

- 27.1. Produce Imputed Income file for the County payroll on company paid basic life insurance (to accompany per pay period calculations).
- 27.2. Produce detailed enrollment report for benefit plans.
- 27.3. Work with County systems analyst to reconcile the HCRA/DCRA year-to-date contribution amounts between County payroll system, Participant elections, and HCRA/DCRA administration records.
- 27.4. Provide information necessary for the County and/or its designee to issue Annual 1099 forms to report imputed income (where applicable) for enrolled/retired Domestic Partners.
- 27.5. Provide information for employees/retirees to enable County to complete the cost of healthcare reporting on W-2.

28. Healthcare Navigation Services

- 28.1. Upon written request of County, Contractor shall provide Healthcare Navigation services as described below, at the rates set forth in Attachment B, Compensation.
- 28.2. Contractor's Healthcare Navigation solutions (Navigator and Advocate) is part of Contractor's integrated Healthcare Navigation/UPoint service delivery model focused on delivering a simple, personal and connected experience to the individual employee that will provide:
 - a. Healthcare decision making support
 - b. Personalized/dedicated concierge support

- c. Proactive personalized interaction and outreach to Participants and their families
- 28.3. Contractor's Healthcare Advocate solution is available for the entire County Health & Welfare-eligible population and shall provide the following support to Participants and their families:
- a. Bill and Claim Review/Resolution: including reviews for accuracy, claims corrections, coordination of benefits and assistance with appeal process.
 - b. Administrative coordination of complex care for patient: such as surgery pre-certification, prior-authorizations.
 - c. Connecting into client's third-party programs (e.g., EAP, Telemedicine services, nurse lines, tobacco cessation)
 - d. Helping employees/dependents navigate the health care system and connect to the best resources for their individual situations
 - e. Insurance benefit, clinical policy, & coverage questions
 - f. Monthly member communications (from their Health Pro) that direct members to Health Pro support.
- 28.4. Contractor's Health Navigator solution is available for participants enrolled in PPO-type plans (i.e., excluding HMOs as there is limited availability of cost/quality data needed to drive recommendations.) Navigator includes the following additional support for participants and their families:
- a. Alight Navigation solution includes both navigation and transparency services, supporting the entire benefit package including medical, dental, vision, RX, and ancillary benefits:
 - b. Helping employees/dependents navigate the health care system and connect to the best resources for their individual situations
 - c. Provider recommendations: including quality analysis and embedded care-path cost metrics for providers and facilities
 - d. Cost Estimates for visits and procedures: including transactional cost estimates based on network rates and full case costs (anesthesia, pathology, etc.)
 - e. Insurance benefit, clinical policy, & coverage questions
 - f. Prescription costs and review for generics/clinical alternatives
 - g. Bill and Claim Review/Resolution: including reviews for accuracy, claims corrections, coordination of benefits and assistance with the appeals process.
 - h. Administrative coordination of complex care for patient: such as surgery pre-certification and prior-authorizations
 - i. Scheduling Appointments & transferring medical records
 - j. Connecting into client's third-party programs (e.g., EAP, Telemedicine services, nurse lines, tobacco cessation)
 - k. Proven ROI through decision support tools

Other County Benefit programs where services are NOT provided by the current vendor under the current contract for Benefits Administration Services:

- Extra Help Defined Benefit Retirement Plan
- 401(a) Plan
- 457 Defined Contribution Plan
- Defined Contribution Extra Help Retirement Plan
- Retirement Pension Plan Administration
- Health Reimbursement Arrangement (HRA) Program
- Unemployment
- EAP

COMPENSATION/PAYMENT

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 Reimbursement Account Services (HCRA, DCRA 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 HCRA, DCRA, 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 Reimbursement Account Services (HCRA, DCRA 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 Outsourcing Program Manager
Human Resource Services, Employee Benefits
333 W. Santa Ana Blvd., Room 137
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.

Service Commencement Dates
Date

Health and Welfare (H&W) Services

April 1, 2020 or Go Live as mutually agreed to by the Parties

Implementation Fees

\$0 - Implementation Fee

Ongoing Fee Schedule

H&W Standard Services as reflected in the SOW	\$6.58 per eligible H&W Participant per month (as defined below)
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 vary 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)	\$19.75 per event
Medicare Eligibility and Premium Verification Services	\$19.75 per event
Tax-Advantaged Reimbursement Account Services (HCRA, DCRA and Judges' Reimbursement Accounts)	<p>HCRA/DCRA:</p> <ul style="list-style-type: none"> \$3.25 per enrolled Participant per month (pepm), assuming 1,000–2,499 Participants. \$3.00 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"> \$350 per month, assuming 89 enrolled Participants
Affordable Care Act – Section 6055/6056 Employer Reporting Solutions <i>Comprehensive Solution (includes code derivation, form delivery, tax filing, and customer service per delivery model)</i>	<p>\$66,500 per year</p> <p><i>Assumptions:</i></p> <ul style="list-style-type: none"> Service is effective for 2020 tax year (filings performed in early 2021) Annual fees are payable 40% in October (\$26,600), 40% in November (\$26,600) and 20% in December (\$13,300). 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.

Annual Full-Time Student Audit Services (Dental plan) – collect and validate documentation of student status	\$19.75 per event
One-time Dependent Audit Services	\$12.80 per event
Claims & Appeals Management Services	\$400 per case
Health Care Navigation – Navigator	\$3.20 Per enrolled (in PPO-type plans) participant per month as defined below, guaranteed ROI of 150% per year
Health Care Navigation - Advocate	\$1.40 Per eligible participant per month, as defined below
QMCSO Administration Services	\$250 per Order
Power of Attorney (POA) Services	\$400 per POA
<p>Custom Communication Services</p> <p><i>Ongoing Annual Enrollment Communication Services:</i></p> <ul style="list-style-type: none"> • Communication Strategy Session—fee of \$15,000 assuming 4-hour session in person to discuss needs/pain points. Outcome of meeting is to develop a plan and reviewed with County during subsequent meetings, travel pass through • Custom Designed Material – fee of \$15,000 • Employee Announcement—fee of \$5,000 assuming 1 version, 1 page, 1 sided • OE Poster—fee of \$5,000 assuming 1 version Poster • Benefits Guide—fee of \$153,000 assuming 13 versions, 16 pages each utilizing current guides as a starting point. Each guide will have 20% updates/changes • What’s Changing Guide—fee of \$30,000 assuming 2 versions 4 pages each with 20% variance • Quick Start Guide – fee of \$10,000 assuming 3 versions, 1 page each with 20% variance • Retiree Summaries – fee of \$10,000 assuming 3 versions, 1 page each with 20% variance <p><i>Other Ongoing Communication Services:</i></p> <ul style="list-style-type: none"> • OE Video—fee of \$31,100 assuming animation, 3 minutes maximum, and 1-year hosting • Informational Flyer—fee of \$20,000 assuming 1 page, 1 sided, with 12 versions, and 20% variance • OE Postcards—fee of \$20,000 assuming 1 page, 1 sided, with 12 versions, and 20% variance 	

- Life Events Guide—fee of \$78,000 assuming 4 page, with 12 versions 20% variance

One-Time Communication Fee for Transition Services:

- Communication Strategy Session—fee of \$15,000 assuming 4-hour session in person to discuss needs/pain points. Outcome of meeting is to develop a plan and reviewed with County during subsequent meetings, travel pass through
- Custom Designed material – fee of \$15,000
- HR/Management Announcement—fee of \$5,000 assuming 1 version, 1 page, 1 sided
- HR/Management FAQ—fee of \$5,000 assuming 1 version, 1 page, 1 sided
- Employee Announcement—fee of \$5,000 assuming 1 version, 1 page, 1 sided
- Transition Guide—fee of \$30,000 assuming 2 versions, 8 page each
- Live Announcement—fee of \$5,000 assuming 1 version, Postcard, 1 sided
- Awareness Poster—fee of \$5,000 assuming 1 version Poster

Billable rates for Custom Communication Services support. For additional services requested through a Change Order, the below rates will be used to calculate fees based on an hourly rate for requested services.

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.

Description Information		Fulfilment
Letter	8.5 x 11, duplex, 2c, 60# starbrite	\$0.16
Self-mailer	8.5 x 11, duplex, 4c, 100# dull text	\$0.17
Postcard	7 x 5, duplex, 4/c, 100# dull cover	\$0.12
Newsletter	11 x 17, duplex, 4c, 80# dull text, folded in half - 4-pages	\$0.20
Small Guide	8-pg self-cover, 8.5 x 11 booklet, saddle stitched, 4c, 80# dull text	\$0.40
Large Guide	16-pg self-cover, 8.5 x 11 booklet, saddle stitched, 4/c, 80# dull text	\$0.57

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 Reimbursement or Dependent Care Reimbursement 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

Health Care Advocacy and Navigation

- The following solution options are available (excludes AOCDS population):

Option	Fee Structure
Advocate only: <ul style="list-style-type: none"> • Utilize for entire H&W-eligible population 	Per eligible employee per month
Hybrid approach: <ul style="list-style-type: none"> • Utilize Navigator for participants enrolled in PPO-type plans • Utilize Advocate for remainder of H&W-eligible population 	Navigator fee applies per participant enrolled in PPO-type plans per month Advocate fee applies for remainder of H&W-eligible participants (i.e., excluding those enrolled in PPO-type plans)

- The following utilization assumptions apply. Should actual utilization exceed these assumptions, Contractor reserves the right to renegotiate Advocate or Navigator fees in good faith or reduce the amount of communications to eligible participants.
 - Utilization is measured as the total number of solutions provided (e.g., assistance with a claim issue or a provider selection) divided by the total number of eligible participants for the service.
 - Advocate utilization assumption: Up to 13%
 - Navigator utilization assumption: Up to 23%

- An annual 150% Return on Investment guarantee applies for Navigator fees. Annual Navigator fees paid by the County will be reconciled against the health cost savings generated for the County for each year of the agreement. Measurement will occur within ninety (90) calendar days after the initial period (12 months) and after each subsequent year of the agreement. If actual claims data will be used to validate cost savings, additional time will be required. The following measurement approach will be utilized:
 - Scenario one savings: Recommendation provided to a participant with an established provider or prescription option. Savings is calculated as the price of the expected option minus the price of the recommended option.
 - Scenario two savings: Recommendation provided to a participant without an established provider option. Savings is calculated as the price of the market median option minus the price of the recommended option.

If the savings for 1 year is greater than 150% of the Navigator fees, Contractor meets the ROI obligation and no money is owed to the County.

If the savings for 1 year is less than 150% of the Navigator fees: If the shortfall is less than 3 months of Navigator fees, Contractor will discount the existing fees over forward 3 months to account for the shortfall. If the shortfall is more than 3 months of fees, Contractor will remit the shortfall directly to the County.

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	Rate
Service Delivery Manager / Implementation Manager	\$492
Senior Project Management / Senior Technology	\$405
Project Management / Technology	\$320
Business Analyst / Configuration Analyst	\$227
Customer Service	\$170
Project Management / Technology (Offshore)	\$102
Business Analyst / Configuration Analyst (Offshore)	\$77

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.

STAFFING PLAN

1. Primary Staff to perform Contract duties (Core Account Team Members)

The transition of non-Key Personnel shall not require prior written approval of County. The County's Project Manager shall have the right to require the removal of any personnel from providing services to the County under this Contract, provided the reason for such removal and replacement is commercially reasonable and would not cause Contractor to be in violation of applicable employment or non-discrimination laws.

Name	Classification/Title	Key Personnel	%FTE	Roles and Responsibilities
Implementation Team				
Carrie Wood	Implementation Manager	Y	100%	Responsible for managing all aspects of the implementation and is accountable for the financial, quality, completeness, timeliness, and County's satisfaction with the results of the implementation.
Howard Lee	Health Domain Manager	Y	100%	Responsible for gaining a deep subject matter expertise in County's benefit plans and translating the provisions into Contractor's requirements documents.
Angela Villa	Customer Service Domain Manager	Y	100%	Responsible for the telephony requirements and supporting technology. The Customer Service Domain Manager will manage the setup of the online tools, create training materials, and conduct the training for Contractor's Customer Care Representatives.
Steve Murello	Technology Domain Manager	Y	100%	Responsible for the integration of conversion and ongoing data, ensures the data complies with requirements, and ensures the data is used correctly within the system configuration. The Technology Domain Manager will manage the requirements and development of the interfaces between Contractor, the County, and County's benefit vendors.
In addition to the Key Personnel listed above, the Implementation Team shall also include the following team members who shall perform the duties listed below.				
Andy Sondgeroth	Project Manager (PMI Certified)	N	100%	Responsible for creating, monitoring, and managing project plans, and for performing risk management, capacity planning, and financial management.

Chris Lucas	Analysis, Configuration, Testing (ACT) Manager	N	100%	Responsible for the analysis of County's plan design, the construction of the benefits systems, and the quality assurance testing.
Erica Friday	Data Conversion Manager	N	100%	Responsible for the analysis, scrubbing, and reporting of the cleanliness of conversion data. The Data Conversion Manager will work with the prior record keeper defining the conversion file layouts, identifying areas to be cleaned, and then converting the data into Contractor's platform.
Varies	Operations Support	N	Varies	See Alight and Wipro Delivery Activities in Section 4 below.
Varies	Technology Support	N	Varies	See Alight and Wipro Delivery Activities in Section 4 below.
Varies	Shared Services Support	N	Varies	Shared Services function support (all in conjunction with the client team): <ul style="list-style-type: none"> • Financial Reporting • Health Plan Eligibility • Direct Billing • Forms Processing See Alight and Wipro Delivery Activities in Section 4 below.
Varies	Point Solutions Support	N	Varies	Point Solutions support optional services (all in conjunction with the client team): <ul style="list-style-type: none"> • Reimbursement Account Administration • Dependent Verification • Claims and Appeals Management See Alight and Wipro Delivery Activities in Section 4 below.
Ongoing Delivery Team				
Bob Purcifull	Client Executive	Y	20%	The Client Executive assumes ultimate accountability for the relationship with the County at the senior level, covering all consulting and outsourcing projects. The Client Executive will understand the County's business philosophy and HR strategy.

Mike Schultz	Health Client Leader	Y	30%	The Health Client Leader is accountable for the entire breadth of services connected to health and welfare administration for the County, including recordkeeping, compliance, and integration across the all of the services provided by Contractor. The Health Client Leader is responsible for bringing the full breadth of knowledge and thought leadership to the County.
Kara Gonzalez	Health Client Manager	Y	100%	The Health Client Manager is responsible for the overall quality of benefits delivery for health and welfare services and is the main point of contact for the County with respect to ongoing requirements definitions, large-scale ad hoc projects, and service delivery questions. The Health Client Manager is also responsible for the County's satisfaction, health care consulting, requirements creation and maintenance, customer service provisional training and integration with the system development team for health and welfare services.
Neil Harris	Client Technology Manager	Y	35%	The Client Technology Manager is accountable for the development (system analysis, configuration, and quality) of the benefits system for all health and welfare services provided by Contractor. The Client Technology Manager is responsible for creating high-level analyses, coaching service-aligned analysts, reviewing and approving all analyses, system configuration, technical documentation, and testing for health and welfare services. In addition, the Client Technology Manager signs off on the stability of newly released projects into production and provides ongoing support.
In addition to the Key Personnel listed above, the Ongoing Delivery Team shall also include the following team members who shall perform the duties listed below.				
Varies	Operations Support	N	Varies	See Alight and Wipro Delivery Activities in Section 4 below.
Varies	Technology Support	N	Varies	See Alight and Wipro Delivery Activities in Section 4 below.

Varies	Shared Services Support	N	Varies	<p>Shared Services function support (all in conjunction with the client team):</p> <ul style="list-style-type: none"> • Financial Reporting • Health Plan Eligibility • Direct Billing • Forms Processing <p>See Alight and Wipro Delivery Activities in Section 4 below.</p>
Varies	Point Solutions Support	N	Varies	<p>Point Solutions support optional services (all in conjunction with the client team):</p> <ul style="list-style-type: none"> • Reimbursement Account Administration • Dependent Verification • Claims and Appeals Management <p>See Alight and Wipro Delivery Activities in Section 4 below.</p>
Customer Care Team				
Tonya Graham	Customer Care Client Manager	Y	35%	<p>The Customer Care Client Manager is the County's main contact and partners with the operations team and the County on issue resolution and broader client-specific customer care issues. As the direct manager for the Customer Service team, the Customer Care Client Manager oversees escalated issues, change orders, performance support and training management for the Customer Service team assigned to the County.</p>
TBD	Customer Care Team Manager	Y	35%	<p>The Customer Care Team Manager directly manages Customer Care Representatives and Customer Care specialists, focusing on skill development, performance management and escalation avoidance. Through coaching and development, the Customer Care Team Manager works to enhance policy, plan, and program knowledge, drive proficiency in desktop usage and support customer interactions.</p>
<p>In addition to the Key Personnel listed above, the Customer Care Team shall also include the following team members who shall perform the duties listed below.</p>				

Jennifer Tester	Customer Care Leader	N	10%	The County's Customer Care leader is the County's resource for broad customer care needs and is an escalation point for overall operational results. In addition to having ownership for best practice delivery, processes, and overall quality, the Customer Care Leader manages the Customer Care Team Managers and Customer Care Client Managers assigned to the County.
Varies	Customer Care Client Specialist	N	35%	Customer Care Client Specialists partner with Customer Care Client Managers to monitor the County's daily deliverables. The Customer Care Client Specialists have deep knowledge of Call Center processes, knowledge, content management and training and are day-to-day subject matter experts on County's policies and process provisions.
Varies	Customer Care Team	N	Varies	The Customer Care Team consists of Customer Care Representatives and Customer Care specialists. They provide quality customer care by helping the County employees, former employees, and others understand, work with and use their benefits plan(s) accurately and effectively. This team works with the County's Participants to resolve complex questions and issues arising from inbound calls, secured online submissions and written requests, including those from the County regarding a Participant.

Communications Team

Tania Nordstrom	Strategist and Client Lead	Y	20%	<p>The Strategist and Client Lead is the dedicated point of contact for the County for communication support and is responsible for managing the Contractor team and ensuring that both creativity and technical knowledge are always being balanced across the spectrum of deliverables created by Contractor for the County.</p> <p>Included as Key Personnel only if County moves forward with optional communication services.</p>
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In addition to the Key Personnel listed above, the Communications Team shall also include the following team members who shall perform the duties listed below.

Varies	Compliance Consultant	N	Varies	The Compliance Consultant is responsible for bringing best practice research and industry trends to the project as well as subject matter expertise.
Varies	Creative Marketing and Digital Consumer Experience Leader	N	Varies	The Creative Marketing and Digital Consumer Experience Leader is responsible for driving the overall creative approach, managing all creative resources and serving as the digital media expert.
Varies	Overall Project Manager	N	Varies	The Overall Project Manager is responsible for making the impossible, possible. The Overall Project Manager will ensure the daily tasks are getting done in a coordinated effort, and work closely with the core project team, so all tasks are completed timely and all deliverables are met.
Varies	Production Editor	N	Varies	The Production Editor is responsible for the quality and refinement of print and web materials from the standpoint of style, grammar, consistency, clarity, spelling, punctuation, and overall effectiveness. In particular, the Production Editor advocates for the Participant or target audience, suggesting improvements to enhance the user experience.

2. Additional staff (for use only if primary staff are not available or for additional specialized support)

Name	Classification/Title	Roles and Responsibilities
Allison Bassiouni	Vice President Health Delivery	Responsible for Contractor's administration under the Contract. Accountable for County's satisfaction, operational and delivery quality, Profit & Loss, and Contractor employee retention and performance. Manages the Health Client Leader and ensures Contractor delivers on Contractor's commitments and delights the County.
Craig Rosenberg	Practice Leader	The Practice Leader works with the County to design health administration solutions to enable County strategies and help Participants navigate the complexities of health and benefits – year round. The Practice Leader develops customer-focused solutions and responds to the rapidly changing health and legislative landscape.

Varies	Quality and Audit Review	Contractor's internal audit function is staffed with deep solution and process experts who regularly review business requirements, administration transactions, calculation output, and employee process flows to ensure compliance and accuracy. Contractor will report the results of Quality and Audit reviews directly to County. Additional areas of focus for this function include plan to requirements to calculations reviews and adherence audits for Contractor's standard operating procedures.
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In accordance with Article 23, "Contractor's Project Manager and Key Personnel", substitution, addition or deletion of Contractor's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager. All Primary Staff (Core Account Team) members specifically named above shall be located in the United States, including any future substitutions for such named staff. The substitution or addition/deletion of non-key personnel shall not require prior written approval of County's Project Manager.

If Participant specific data will be accessed by team members outside the United States beyond the approved personnel with functions and duties approved for overseas access as reflected in this Attachment C, Staffing Plan, Contractor must receive prior written permission from the County. Newly added Contractor personnel and approved subcontractors located outside of the United States may access Participant specific data only upon prior approval of the County. County reserves the right to revoke approval of access to Participant specific data outside the United States by Contractor personnel or approved subcontractors if either Contractor personnel or subcontractors fail to comply with any conditions upon which the County granted approval of access to Participant specific data, with prior written notice to Contractor and an opportunity to cure any issue so identified by the County.

The Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/class required. Assignment of additional key personnel shall be subject to County Project Manager approval. County reserves the right to have any of Contractor personnel removed from providing services to County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

3. Sub-contractors

In accordance with Article 11, "Assignment or Sub-Contracting", listed below are subcontractors anticipated by Contractor to perform services specified in Attachment A, Scope of Work.

Company Name	Description of Services
Alegeus	Reimbursement Account technology platform, debit card processor, client banking and treasury management services
Amazon Web Services	Text messaging to Participants
AT&T	800 number and Access Direct® personalized IVR/routing services
CIC Plus	Produces and distributes tax Form 1095-C's for Alight's Comprehensive Section 6055/6056 services.
Citibank and Deluxe	Banking and lockbox services for direct billing and payments

Eliza	Outbound voice messaging services
Exela Technologies, Inc.	Print, fulfillment and imaging services
Ipsos Loyalty	Customer satisfaction measurement services
LanguageLine Solutions (LLS)	Translation services for Participants utilizing Customer Service
NextIT	Powers “Lisa”, our Intelligent Virtual Assistant
Salesforce	Case management tooling
SiTEL, Randstad and Chime	Seasonal and peak customer service staffing support
Zelis Healthcare	Provides personalized physician/hospital search services.
Wipro	Provides operations (e.g., ongoing processing administration), back office (e.g., claims processing) and technology support

4. Alight and Wipro Delivery Activities

Alight (US)		Wipro (India)	
Operational Execution	Systems & Process Updates	Operational Execution	Systems & Process Updates
Strategic health & operations expertise	Deep health and technical expertise	Rules-based, high-volume activity and data research	Deep system knowledge and expertise
Delivery Activities			
<ul style="list-style-type: none"> • Manage day-to-day relationship with the County • Provide thought leadership, best practices, and solutions for legislative changes • Drive project plan and identify delivery enhancement opportunities • Provide hands on operations management support, provide process expertise; supplement and back up Wipro colleagues 	<ul style="list-style-type: none"> • Manage annual enrollment and M&A related changes • Ensure the County is up-to-date with the latest technology and innovations • Review all analysis documentation for accuracy • Ensure system accurately reflects requirements • Provide oversight and assist with highly complex analysis and configuration; 	<ul style="list-style-type: none"> • Follow standard operation procedures • Daily internal file verification, including control totals balancing and edit resolution • Process experts assist with behind-the-scenes research used to help resolve date edits and cases • Processing incoming information from document upload and imaging, including data entry 	<ul style="list-style-type: none"> • Convert requirements into comprehensive analysis specifications • Configures system to specifications • Perform integration and regression testing

<ul style="list-style-type: none"> • Manage & assist with complex research & requests. 	<ul style="list-style-type: none"> • supplement and back up Wipro colleagues • Facilitate client acceptance testing 	<ul style="list-style-type: none"> • Manual eligibility updates • Assist with query requests 	
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Wipro employees aligned to Contractor and in the following functional roles will provide support for County Health & Welfare plan implementation, ongoing delivery and operations. Note that actual colleague role titles may vary from the list below:

Functional Role	Work Activity
Business Continuity Resources	<ul style="list-style-type: none"> • Review activity across all applications for business continuity and will have access to items such as error logs.
Customer Service Operations	<ul style="list-style-type: none"> • Creating shift scheduling • Monitoring shift adherence • Updated reference tools • Creating call summaries
Processing Assistant	<p>Rules-based, high-volume activity:</p> <ul style="list-style-type: none"> • Forms processing, including data entry • Data corrections • File verifications and balancing
Benefits Analyst	<p>Discovery and analytical type work, and process management:</p> <ul style="list-style-type: none"> • Issue resolution • Requirements documentation • Manual processing • Process management • Acceptance testing • Claims, form and document processing
Systems Configuration Analyst	<ul style="list-style-type: none"> • System configuration • Test management and delivery
Developer	<ul style="list-style-type: none"> • Configuration and programming
Testing Roles	<ul style="list-style-type: none"> • Test management and delivery
Systems Analyst	<ul style="list-style-type: none"> • System analysis • Specification development • Project management
Operations and Technical Leadership	<ul style="list-style-type: none"> • Manage team resources, goals and performance • Provide guidance and assist with complex deliverables

Proposed Implementation Plan/Project Schedule

Orange County Health & Welfare Outsourcing High Level Implementation Schedule					
ID	Task Name	Duration	Start	Finish	Owner
1	Orange County Implementation Schedule	262 days	Mon 7/1/19	Wed 7/8/20	
2	Common	262 days	Mon 7/1/19	Wed 7/8/20	
3	Project Management	262 days	Mon 7/1/19	Wed 7/8/20	
4	Project Initiation	261 days	Mon 7/1/19	Tue 7/7/20	
5	Project Start Milestone	0 days	Mon 7/1/19	Mon 7/1/19	Alight
6	Orange County provides Alight with HW plan and administration background documentation	1 day	Mon 7/1/19	Mon 7/1/19	Orange County
7	Alight finalize project leadership team	2 days	Mon 7/1/19	Tue 7/2/19	Alight
8	Alight Internal Project Planning Kickoff Meeting	2 days	Tue 7/2/19	Wed 7/3/19	Alight
9	Alight update project management plan	4 days	Fri 7/5/19	Wed 7/10/19	Alight
10	Conduct project kickoff meeting with Orange County (week of)	2 days	Wed 7/10/19	Thu 7/11/19	Orange County/Alight
11	Project Planning	30 days	Fri 7/12/19	Thu 8/22/19	
12	Alight finalizes HW Work Breakdown Structure (WBS)	5 days	Fri 7/12/19	Thu 7/18/19	Alight
13	Alight completes HW scope management document	5 days	Fri 7/19/19	Thu 7/25/19	Alight
14	Alight prepare HW bottom up estimates by Control Account	10 days	Fri 7/26/19	Thu 8/8/19	Alight
15	Alight prepare detailed HW integrated project schedule and identify critical path	10 days	Fri 7/19/19	Thu 8/1/19	Alight
16	Alight review HW implementation Plan with Orange County	4 days	Mon 8/5/19	Thu 8/8/19	Orange County/Alight
17	Baseline HW project schedule finalized	3 days	Tue 8/20/19	Thu 8/22/19	Alight
18	Monitor & Control	225 days	Fri 7/12/19	Thu 5/28/20	
19	Conduct Weekly Implementation Status meetings with Orange County	183 days	Mon 7/15/19	Tue 3/31/20	Orange County/Alight

20	Conduct Monthly Governance Meetings with Alight Sr. Leadership	183 days	Mon 7/15/19	Tue 3/31/20	Alight
21	Conduct Monthly Governance Meetings with Orange County Senior Leadership	183 days	Mon 7/15/19	Tue 3/31/20	Orange County/Alight
22	Orange County/Alight signoff on Ongoing Live Date Readiness	0 days	Fri 3/20/20	Fri 3/20/20	Orange County/Alight
23	Project Closeout	20 days	Wed 4/29/20	Wed 5/27/20	
24	Implementation Team Close Out	20 days	Wed 4/29/20	Wed 5/27/20	Alight
25	Conduct Project Debrief meeting with Orange County (week of)	0 days	Tue 5/5/20	Tue 5/5/20	Orange County/Alight
26	Publish Implementation Lessons Learned	4 days	Thu 5/21/20	Wed 5/27/20	Alight
27	Project Finish Milestone	0 days	Wed 5/27/20	Wed 5/27/20	Alight
28	Technical Requirements	78 days	Thu 7/11/19	Tue 10/29/19	
29	HRIS/Payroll Requirements	38 days	Thu 7/11/19	Tue 9/3/19	
30	Conduct HRIS/Payroll planning discussion	3 days	Thu 7/11/19	Mon 7/15/19	Orange County/Alight
31	Alight delivers initial draft of HRIS/Payroll requirements for review	10 days	Tue 7/16/19	Mon 7/29/19	Alight
32	Conduct HRIS/Payroll review meeting	10 days	Tue 8/6/19	Mon 8/19/19	Orange County/Alight
33	Orange County provide feedback on initial draft of HRIS/Payroll requirements	10 days	Tue 8/6/19	Mon 8/19/19	Orange County
34	Alight delivers updated HRIS/Payroll requirements for review	5 days	Tue 8/20/19	Mon 8/26/19	Alight
35	Orange County signs off on HRIS/Payroll requirements	5 days	Tue 8/27/19	Tue 9/3/19	Orange County
36	Other Interfaces Requirements (define with each third party)	36 days	Tue 9/10/19	Tue 10/29/19	
37	Conduct Interface planning discussion	2 days	Tue 9/10/19	Wed 9/11/19	Alight/Third Party
38	Alight delivers initial draft of Initial requirements for review	15 days	Thu 9/12/19	Wed 10/2/19	Alight
39	Conduct Data Interface review meeting	15 days	Wed 9/18/19	Tue 10/8/19	Alight/Third Party
40	Orange County/Third Party provide feedback on initial draft of requirements	15 days	Wed 9/25/19	Tue 10/15/19	Third Party
41	Alight delivers updated requirements for review	15 days	Wed 10/2/19	Tue 10/22/19	Alight
42	Orange County/Third Party signs off on requirements	5 days	Wed 10/23/19	Tue 10/29/19	Third Party

43	Ongoing Interfaces/Reporting Cycle Testing	63 days	Thu 10/3/19	Thu 1/2/20	
44	HR/Payroll	35 days	Thu 10/3/19	Wed 11/20/19	
45	Alight/Orange County perform format test	5 days	Thu 10/3/19	Wed 10/9/19	Orange County/Alight
46	Alight/Orange County perform cycle test round 1	10 days	Thu 10/10/19	Wed 10/23/19	Orange County/Alight
47	Alight/Orange County perform cycle test round 2	10 days	Thu 10/31/19	Wed 11/13/19	Orange County/Alight
48	Alight/Orange County signoff on HR/Payroll production readiness	5 days	Thu 11/14/19	Wed 11/20/19	Orange County/Alight
49	Client/Third Party Interfaces	34 days	Wed 11/13/19	Thu 1/2/20	
50	Alight/Third Party perform format test	5 days	Wed 11/13/19	Tue 11/19/19	Alight/Third Party
51	Alight/Third Party perform cycle test round 1	10 days	Wed 11/20/19	Wed 12/4/19	Alight/Third Party
52	Alight/Third Party perform cycle test round 2	10 days	Thu 12/12/19	Thu 12/26/19	Alight/Third Party
53	Alight/Third Party signoff on production readiness	5 days	Thu 12/26/19	Thu 1/2/20	Alight/Third Party
54	Customer Service	128 days	Wed 9/25/19	Wed 3/25/20	
55	Service Center Requirements	37 days	Wed 9/25/19	Thu 11/14/19	
56	Alight delivers initial draft of Service Center requirements for review	15 days	Wed 9/25/19	Tue 10/15/19	Alight
57	Conduct Service Center review meeting	5 days	Fri 10/18/19	Thu 10/24/19	Orange County/Alight
58	Orange County provide feedback on initial draft of Service Center requirements	5 days	Fri 10/25/19	Thu 10/31/19	Orange County
59	Alight delivers updated Service Center requirements for review	5 days	Fri 11/1/19	Thu 11/7/19	Alight
60	Orange County signs off on initial Service Center requirements	5 days	Fri 11/8/19	Thu 11/14/19	Orange County
61	Alight finalize Ongoing service center staffing plan, including contingency resources	66 days	Fri 11/22/19	Wed 2/26/20	Alight
62	Alight develops Ongoing procedural/provisional content (including SME reviews)	30 days	Fri 11/22/19	Tue 1/7/20	Alight
63	Alight completes Ongoing telephony and call routing setup	21 days	Fri 11/22/19	Mon 12/23/19	Alight

64	Alight completes Ongoing customer service desktop and tools setup	21 days	Fri 11/22/19	Mon 12/23/19	Alight
65	Alight develops service center training materials for ongoing administration	13 days	Fri 11/22/19	Wed 12/11/19	Alight
66	Orange County delivers culture training to service center team	1 day	Thu 3/12/20	Thu 3/12/20	Alight
67	Alight conducts service center training for Ongoing Administration	10 days	Thu 3/12/20	Wed 3/25/20	Alight
68	Health and Welfare (HW)	232 days	Mon 7/1/19	Wed 5/27/20	
69	HW Requirements	60 days	Mon 7/1/19	Tue 9/24/19	
70	HW Plan Provisions Requirements	30 days	Mon 7/1/19	Mon 8/12/19	
71	Alight delivers initial draft of Plan Provisions requirements for review	11 days	Mon 7/1/19	Tue 7/16/19	Alight
72	Conduct Plan Provisions review meeting	1 day	Wed 7/24/19	Wed 7/24/19	Orange County/Alight
73	Orange County provide feedback on initial draft of Plan Provisions requirements	5 days	Thu 7/25/19	Wed 7/31/19	Orange County
74	Alight delivers updated Plan Provisions requirements for review	5 days	Thu 8/1/19	Wed 8/7/19	Alight
75	Orange County signs off on Plan Provisions requirements	3 days	Thu 8/8/19	Mon 8/12/19	Orange County
76	HW Plan Provisions Requirements Complete	0 days	Mon 8/12/19	Mon 8/12/19	Alight
77	HW Administration Requirements	51 days	Mon 7/15/19	Tue 9/24/19	
78	Alight delivers initial draft of Ongoing Requirements for review	21 days	Mon 7/15/19	Mon 8/12/19	Alight
79	Conduct Ongoing Requirements review meeting	2 days	Tue 8/20/19	Wed 8/21/19	Orange County/Alight
80	Orange County provide feedback on initial draft of Ongoing Requirements	10 days	Thu 8/22/19	Thu 9/5/19	Orange County
81	Alight delivers updated Ongoing Requirements for review	8 days	Fri 9/6/19	Tue 9/17/19	Alight
82	Orange County signs off on Ongoing Requirements	5 days	Wed 9/18/19	Tue 9/24/19	Orange County
83	HW Administration Requirements Complete	0 days	Tue 9/24/19	Tue 9/24/19	Alight
84	HW Data Conversion	203 days	Mon 7/1/19	Wed 4/15/20	
85	Data Conversion planning and analysis	20 days	Mon 7/1/19	Mon 7/29/19	Alight
86	Alight creates the Data Definition Tool (DDT)	10 days	Tue 8/27/19	Tue 9/10/19	Alight

87	Alight/Orange County perform conversion test cycle 1	10 days	Tue 8/20/19	Tue 9/3/19	Alight
88	Conduct Orange County review of conversion data	10 days	Wed 9/4/19	Tue 9/17/19	Alight
89	Alight/Orange County perform conversion test cycle 2	15 days	Tue 10/8/19	Mon 10/28/19	Orange County/Alight
90	Conduct Orange County review of conversion data	46 days	Thu 10/31/19	Tue 1/7/20	Orange County/Alight
91	Alight/Orange County perform conversion test cycle 3	15 days	Wed 1/8/20	Tue 1/28/20	Orange County/Alight
92	Conduct Orange County review / clean-up of conversion data	24 days	Wed 1/29/20	Mon 3/2/20	Orange County/Alight
93	Live Conversion files delivered	1 day	Tue 3/3/20	Tue 3/3/20	Orange County/Alight
94	Live Conversion & Verification	11 days	Thu 3/5/20	Thu 3/19/20	Orange County/Alight
95	Data Conversion Refresh	10 days	Thu 4/2/20	Wed 4/15/20	Orange County/Alight
96	HW Analysis & Configuration	190 days	Fri 7/5/19	Wed 4/1/20	
97	HW Construction 0 (Analysis, Design, and Cloning)	26 days	Fri 7/5/19	Fri 8/9/19	Alight
98	HW Construction 1 (Plans, Data, and Foundation)	19 days	Mon 8/12/19	Fri 9/6/19	Alight
99	HW Construction 2 (Ongoing Processing Part 1)	30 days	Tue 9/10/19	Mon 10/21/19	Alight
100	HW Construction 3 (Ongoing Processing Part 2)	38 days	Tue 10/22/19	Fri 12/13/19	Alight
101	HW Construction 4 (Milestones and Annual Processes, Administrative Processes)	29 days	Mon 12/16/19	Mon 1/27/20	Alight
102	HW Construction 5 (Milestones and Annual Processes, Administrative Processes)	41 days	Tue 3/24/20	Tue 3/24/20	Alight
103	HW Quality Assurance	26 days	Wed 2/5/20	Wed 3/11/20	
104	Conduct HW Internal Acceptance Testing - Ongoing	2 days	Wed 2/5/20	Thu 2/6/20	Alight
105	Conduct HW Client Acceptance Testing - Ongoing	2 days	Tue 2/18/20	Wed 2/19/20	Orange County/Alight
106	Execute HW Production Simulation	15 days	Thu 2/20/20	Wed 3/11/20	Alight

107	HW Shared Services	173 days	Tue 9/24/19	Wed 5/27/20	
108	Connections Health Plan Interactions	150 days	Tue 9/24/19	Thu 4/23/20	
109	Review Connections Education document with Orange County	1 day	Tue 9/24/19	Tue 9/24/19	Orange County/Alight
110	Orange County/Health Plans finalize account structures	21 days	Wed 9/25/19	Wed 10/23/19	Orange County/Health Plans
111	Alight/Health Plans complete planning & requirements	35 days	Thu 10/24/19	Thu 12/12/19	Alight/Health Plans
112	Alight/Health Plans development and testing	15 days	Fri 12/13/19	Mon 1/6/20	Alight/Health Plans
113	Alight/Health Plans perform eligibility test cycle 1	23 days	Tue 1/7/20	Thu 2/6/20	Alight/Health Plans
114	Alight/Health Plans perform eligibility test cycle 2	13 days	Fri 2/7/20	Tue 2/25/20	Alight/Health Plans
115	Alight/Health Plans signoff on eligibility production readiness	1 day	Fri 3/13/20	Fri 3/13/20	Alight/Health Plans
116	Alight sends initial production eligibility files to health plans	0 days	Thu 4/23/20	Thu 4/23/20	Alight/Health Plans
117	Direct Billing and Payments	137 days	Fri 10/4/19	Thu 4/16/20	
118	Review Direct Billing and Payments education document with Orange County	4 days	Fri 10/4/19	Wed 10/9/19	Orange County/Alight
119	Orange County complete Banking Account Opening Letter	20 days	Fri 10/4/19	Thu 10/31/19	Orange County
120	Orange County signoff on Direct Billing and Payments requirements	5 days	Fri 11/1/19	Thu 11/7/19	Orange County
121	Alight complete Direct Billing and Payments development and testing	85 days	Fri 11/8/19	Tue 3/10/20	Alight
122	Alight mails initial bills to Participants	1 day	Wed 4/15/20	Wed 4/15/20	Alight
123	Financial Manager	157 days	Wed 10/16/19	Wed 5/27/20	
124	Review Financial Manager reporting document with Orange County	1 day	Wed 10/16/19	Wed 10/16/19	Orange County/Alight
125	Orange County signoff on Financial Manager requirements	11 days	Thu 11/7/19	Thu 11/21/19	Orange County
126	Alight complete Financial Manager development and testing	69 days	Fri 11/22/19	Mon 3/2/20	Alight

127	Alight/Orange County complete Financial Manager acceptance testing	11 days	Tue 3/10/20	Tue 3/24/20	Orange County/Alight
128	Alight calculate premiums and verify Financial Manager reports	15 days	Fri 4/24/20	Thu 5/14/20	Alight
129	Alight deliver first month Financial Manager reports to Orange County	1 day	Wed 5/27/20	Wed 5/27/20	Orange County/Alight
130	HW Transition to Ongoing	120 days	Tue 10/15/19	Thu 4/2/20	
131	HW Transition Requirements	42 days	Tue 10/15/19	Thu 12/12/19	
132	Alight delivers initial draft of Transition requirements for review	10 days	Tue 10/15/19	Mon 10/28/19	Alight
133	Conduct Events in Transition meeting	2 days	Tue 11/5/19	Wed 11/6/19	Orange County/Alight
134	Orange County provide feedback on initial draft of Transition requirements	10 days	Thu 11/7/19	Wed 11/20/19	Orange County
135	Alight delivers updated Transition requirements for review	10 days	Thu 11/21/19	Thu 12/5/19	Alight
136	Orange County signs off on Transition requirements	5 days	Fri 12/6/19	Thu 12/12/19	Orange County
137	HW Transition Requirements complete	0 days	Thu 12/12/19	Thu 12/12/19	Alight
138	Ongoing Live Date	1 days	Wed 4/1/20	Thu 4/1/20	
139	Alight completes production load and verification for ongoing live date	1 day	Tue 3/24/20	Tue 3/24/20	Alight
140	HW Ongoing Operations, Customer Service, and YBR Live	1 day	Thu 4/2/20	Thu 4/2/20	Alight
141	Live Date - Ongoing HW	0 days	Thu 4/1/20	Thu 4/1/20	

CLAIMS FUNDING ARRANGEMENTS

ARTICLE 1 BANKING ARRANGEMENTS

- A. Contractor will establish and maintain a Plan Benefit Account with a Bank agreed to between the Contractor and County to fund all flexible spending account (FSA) and Judges' Health Reimbursement account claims cost. County will make proper arrangements with County Bank to accept daily, excluding County holidays, Automated Clearing House (ACH) debit transaction from the Contractor to facilitate funding of the Plan Benefit Account.
- B. Contractor's Bank must be members of the state or local ACH for debits to be processed. Contractor will process the ACH debits according to National Automated Clearing House Association (NACHA) rules and regulations.
- C. County will prefund the Plan Benefit Account with \$5,000 to cover debit card transactions for the FSA. In the event the \$5,000 prefund is not sufficient to cover debit card transactions, Contractor will revisit prefunding level with the County to avoid future risk of shortfalls and the Parties will mutually agree on a different prefund amount.
- D. In the event County fails to fund its reimbursement account(s) pursuant to this Attachment E on a timely basis, Contractor reserves the right to immediately suspend FSA and Judges' claims reimbursement services to County until after County has adequately funded its reimbursement account. If County's reimbursement account remains under funded for more than thirty (30) days, and Contractor has given written notice to the County that a payment default has occurred, Contractor is entitled to terminate the reimbursement Services by providing notice to County. The County is responsible for the underfunded amount due to the Contractor even if termination of the service occurs.
- E. Contractor will establish and maintain an Account with a Bank agreed to between the Contractor and County to receive payments for direct bill and COBRA premiums.
- F. In connection with the direct billing and payments service that Contractor will provide to County for COBRA enrollees, retirees and employees on unpaid LOA, Contractor will utilize a Citibank account (the "Account") to hold the funds collected from County participants. The Account will be owned by Contractor, but Contractor acknowledges that the assets held in the Account are owned strictly and exclusively by County. The assets held in the Account shall be used by Contractor only for the benefit of County in connection with the direct billing and payments service Contractor will provide to County for COBRA enrollees, retirees and employees on unpaid LOA under, and pursuant to, this Agreement, and may not be used for any other purpose(s), including, but not limited to, Contractor's corporate purposes. During implementation, Contractor agrees to work with County and County's Treasurer Tax-Collector to address any concerns that the monies in the Account will not be made unavailable to the County in case of issues including but not limited to Contractor's bankruptcy.
- G. On a monthly basis, Contractor will transfer funds to County for payments that have been applied to amounts owed for the previous month for direct billing (COBRA, unpaid leave and retirees). Payments that apply for current or future months as well as new payments received during the month are used to cover refunds.

ARTICLE 2
AUTHORIZATION TO TRANSFER FUNDS

- A. County authorizes Contractor to transfer funds for FSA and Judges' reimbursement from an account designated by the County at the County Bank to the Contractor Bank in accordance with this Agreement between County and Contractor. These transfers will be through the ACH process and shall be governed by this Agreement and such arrangement as agreed upon between Contractor and County Treasurer-Tax Collector.
- B. Contractor operations will process the claim payment and send checks or direct deposit to Participants as applicable. Contractor will request funds from the County when the checks or reimbursement issued. Contractor will initiate daily ACH debit to County Bank as noted in subsection A above.
- C. Contractor shall provide to the County a bank register which reconciles to the daily funding advice and a summary report that reconciles to the bank register must also be provided that includes the amount by plan and reporting as requested by the County. The bank cleared register shall include name of payee, amount, check date, check number, and claim number. Contractor will provide with the check register a summary report in a format acceptable to the County to support the amount of claim payments issued from County claim account.
- D. Contractor will email the daily funding advice to the multiple designated contacts of the County. This advice will be available to the County prior to 10:00 am Pacific Time prior to the day the funds are to be made available. Standard monthly banking reports will confirm and reconcile deposits and charges for each bank day of the month.
- E. County authorizes Contractor to transfer funds with the daily, excluding County holidays, funding advice upon providing backup to multiple designated contacts within County describing the amount of the funds being transferred.
- F. County will pay any fees charged by County Bank to service the designated account. Contractor will not charge the County any fees for maintaining the Plan Benefit Account at Contractor Bank.
- G. Upon receipt of the notification, County shall fund the account at County Bank within twenty-four (24) hours, excluding weekends and County holidays. Sufficient Funds will be available in the County Bank account to fund ACH debits.
- H. County grants Contractor a limited right to transfer funds to satisfy plan claim costs described herein. Contractor has no right to transfer any funds other than expressly outline in this Agreement unless authorized by the County to collect through Account.

PERFORMANCE GUARANTEES

Unless noted otherwise below, Contractor shall measure and report their performance on a monthly basis. Monthly performance shall be reported no later than 30 days after the end of the month. Contractor shall calculate performance guarantee penalties quarterly based on the weighted average of the three reporting months unless otherwise noted. Contractor shall pay performance guarantee penalties to County within 30 calendar days after the penalty is calculated. All performance guarantee penalties will be paid by Contractor to County by check made out to “County of Orange”. Contractor shall provide all County specific performance guarantee calculations to County for verification. The County reserves the right to audit the performance reporting results for a given period to validate their accuracy and approve the self-determined results.

1. Implementation

1.1. Contractor shall place the following amount at risk (one time) to meet the implementation performance guarantees for the County.

Implementation Performance Guarantee	Guarantee
Amount at risk	\$250,000

1.2. Each measure below is assigned a fee-at-risk dollar value. Notwithstanding the sum of the individual performance payments noted below, the maximum penalty for implementation performance failure is \$250,000.

1.3. Service levels outlined in this 1. Implementation focus on complete and timely achievement of required deliverables according to Contract and the Implementation Project Plan to be mutually agreed to by the Parties. Service levels relating to the ongoing delivery of services are documented in 2. Ongoing.

1.4. No performance credits will be due to County for Implementation Performance Guarantees to the extent that a failure by Contractor to achieve any of the service levels outlined below is attributable to County or some other matter or issue that lies primarily outside of Contractor’s control; provided, however, Contractor must give County prompt notice of County’s or County’s third party’s failure to perform and take commercially reasonable efforts to mitigate the effects of the foregoing circumstances. The Implementation Project Plan will be jointly defined and approved by Contractor and County prior to the beginning of Implementation. Any changes or misses to milestone dates by Contractor will automatically extend the deadlines for the County and/or Third Parties so that they do not lose the length of time in the Implementation Project Plan to complete their task. Any changes or misses to milestone dates by Contractor will be made up out of time allotted in the Implementation Project Plan for Contractor to complete their tasks.

1.5. Implementation Performance Guarantees

Category		Service Level	Calculation	Reported Period	Performance Target	Performance Credit
1.1.1	Implementation Project Plan	Contractor shall provide the Implementation Project Plan for County review no later than two (2) weeks after the Contract start date. The Implementation Project Plan shall address all areas of the Contract Scope of Work.	<p>1. If the Implementation Project Plan addresses all areas of the Contract Scope of Work and is sent on or before the later of two (2) weeks after contract signature date and July 15, 2019 then Contractor passes this Performance Guarantee</p> <p>2. If the Implementation Project Plan does not address all areas of the Contract Scope of Work or is sent after the later of two (2) weeks after contract signature date and July 15, 2019 then Contractor fails this Performance Guarantee</p>	One Time	Meet Deadline	\$10,000 at risk for missing the later of two (2) weeks after contract signature date or July 15, 2019 delivery date; or, if the Initial Implementation Plan does not address all aspects of the Contract Scope of Work.
1.1.2	Implementation Project Plan	Contractor shall finalize the Implementation Project Plan by the date in Attachment D – Implementation Plan/Project Schedule.	<p>1. If Contractor finalizes the Implementation Project Plan by the date in Attachment D – Implementation Plan/Project Schedule then Contractor passes this Performance Guarantee</p> <p>2. If Contractor does not finalize the Implementation Project Plan by the date in Attachment D – Implementation Plan/Project Schedule then Contractor fails this Performance Guarantee</p>	One Time	Meet Deadline	\$20,000 at risk for missing finalization date in Attachment D – Implementation Plan/Project Schedule.
1.2.1	Requirements Document	Final and complete requirements/ specifications will be sent to the County for signoff by date agreed upon in the Implementation Project Plan.	<p>1. If Contractor provides final and complete requirements/ specifications to the County by the agreed upon date in the Implementation Project Plan, then Contractor passes this Performance Guarantee</p> <p>2. If Contractor does not provide final and complete requirements/</p>	One Time	Meet Deadline	<p>\$20,000 maximum</p> <p>\$10,000 at risk for missing delivery date (per finalized Implementation Project Plan).</p> <p>+ \$2,500 for each subsequent calendar day late</p>

Category		Service Level	Calculation	Reported Period	Performance Target	Performance Credit
			specifications to the County by the agreed upon date in the Implementation Project Plan or the requirements/specifications are not final and complete, then Contractor fails this Performance Guarantee			
1.3.1	User Acceptance Testing	Contractor establishes and programs all test environments for Total Benefits Administration (“TBA”) System and Web Tools (Your Benefits Resources “YBR”, Portal) website, mobile app, and AI Virtual Chat (“Lisa”) according to the Requirements Documents and provides sufficient number and quality of test cases by the date agreed upon in the Implementation Project Plan.	<p>1. If Contractor establishes and programs all test environments and provides sufficient number and quality of test cases by the agreed upon date in the Implementation Project Plan, then Contractor passes this Performance Guarantee</p> <p>2. If Contractor does not establish and program all test environments and/or does not provide sufficient number and quality of test cases by the agreed upon date in the Implementation Project Plan, then Contractor fails this Performance Guarantee</p>	One Time	Meet Deadline	<p>\$10,000 maximum</p> <p>\$5,000 at risk for missing delivery date (per finalized Implementation Project Plan) or as described in the calculation</p> <p>+ \$2,500 for each subsequent calendar day late</p>
1.3.2	User Acceptance Testing	All issues identified in UAT are resolved or a mitigation plan is mutually agreed upon by the date agreed upon in the Implementation Project Plan.	<p>1. If Contractor resolves all issues identified in UAT or establishes a mutually agreed upon mitigation plan by the agreed upon date in the Implementation Project Plan, then Contractor passes this Performance Guarantee</p> <p>2. If Contractor does not resolve all issues identified in UAT and/or does not establish a mutually agreed upon</p>	One Time	Meet Deadline	<p>\$20,000 maximum</p> <p>\$10,000 at risk for missing deadline for resolution of issues identified in User Acceptance Testing (per finalized Implementation Project Plan) or as</p>

Category		Service Level	Calculation	Reported Period	Performance Target	Performance Credit
			mitigation plan by the agreed upon date in the Implementation Project Plan, then Contractor fails this Performance Guarantee			described in the calculation. + \$5,000 for each subsequent calendar day late
1.4.1	Go Live	All systems are functional by the agreed-upon Go Live date in the Implementation Project Plan. Systems include but are not limited to: <ul style="list-style-type: none"> • Website • Web Tools • Mobile App • Customer Care Center 	1. If all systems are functional by the agreed-upon Go Live date in the Implementation Project Plan, then Contractor passes this Performance Guarantee 2. If any systems are not functional by the agreed-upon Go Live date in the Implementation Project Plan, then Contractor fails this Performance Guarantee	One Time	Meet Deadline	\$50,000 maximum \$40,000 at risk for missing go live date (per finalized Implementation Project Plan) or as described in the calculation + \$5,000 for each subsequent calendar day late post go live date
1.4.2	Go Live	Contractor is able to calculate retiree medical grants (including eligibility determination) accurately by the Go Live date agreed to in the Implementation Project Plan.	1. If County signs off that Contractor is able to calculate retiree medical grants (including eligibility determination) accurately by the agreed-upon Go Live date in the Implementation Project Plan, then Contractor passes this Performance Guarantee 2. If Contractor is unable to calculate retiree medical grants (including eligibility determination) accurately by the agreed-upon Go Live date in the Implementation Project Plan, then Contractor fails this Performance Guarantee	One Time	Meet Deadline	\$10,000 maximum \$5,000 at risk for missing readiness start date of retiree medical grant program. + \$1,000 for each subsequent calendar day late

Category		Service Level	Calculation	Reported Period	Performance Target	Performance Credit
1.4.3	Go Live	Contractor is able to implement the ACA program by correctly and accurately calculating the Full Time Equivalent (FTE) measurement and make offers of coverage under the Affordable Care Act (ACA) by the Go Live date agreed to in the Implementation Project Plan.	<p>1. If County signs off that Contractor is able to correctly and accurately calculate the FTE measurement and make offers of coverage by the agreed-upon Go Live date in the Implementation Project Plan, then Contractor passes this Performance Guarantee</p> <p>2. If Contractor is unable to correctly and accurately calculate the FTE measurement and make offers of coverage by the agreed-upon Go Live date in the Implementation Project Plan, then Contractor fails this Performance Guarantee</p>	One Time	Meet Deadline	<p>\$20,000 maximum</p> <p>\$10,000 at risk for missing readiness start date of ACA program.</p> <p>+ \$5,000 for each subsequent calendar day late</p>
1.5.1	Files	The first outbound production third-party interface files are programmed correctly and accurately and delivered on time per the requirements signed off on by County and Third Party Vendors and the Implementation Project Plan.	<p>1. If Contractor provides the first production third-party interface file, which is programmed correctly and accurately to the Third Party Vendor by the agreed upon date in the Implementation Project Plan, then Contractor passes this Performance Guarantee</p> <p>2. If Contractor does not provide the first production third-party interface file, which is programmed correctly and accurately, to the Third Party Vendor by the agreed upon date in the Implementation Project Plan or the first production file is not programmed correctly and accurately then Contractor fails this Performance Guarantee</p>	One Time	Meet Deadline	<p>\$15,000 maximum</p> <p>\$5,000 at risk for each file not delivered according to the project schedule or as described in the calculation</p> <p>\$2,500 additional for each file delivered late for each business day following originally scheduled date (up to a cap of 4 business days)</p>
1.5.2	Files	Outbound Payroll and Pension interface file(s) are functioning, accurate and delivered	1. If Contractor delivers the first functioning and accurate Payroll and Pension interface files per the approved requirements by the agreed upon date in	One Time	Meet Deadline	<p>\$15,000 maximum</p> <p>\$5,000 at risk for each file not delivered according to</p>

Category		Service Level	Calculation	Reported Period	Performance Target	Performance Credit
		on time per the approved requirements by County by the date in the Implementation Project Plan.	<p>the Implementation Project Plan, then Contractor passes this Performance Guarantee</p> <p>2. If Contractor does not provide the first functioning and accurate Payroll and Pension interface files per the approved requirements by the agreed upon date in the Implementation Project Plan or the first Payroll or Pension files are not functioning or accurate per the approved requirements then Contractor fails this Performance Guarantee</p>			<p><i>the project schedule or as described in the calculation</i></p> <p>\$2,500 additional for each file delivered late for each business day following originally scheduled date (up to a cap of 4 business days)</p>
1.5.3	Files	After Go Live, first Inbound IDF, OCERS Intent to Retire (ITR) and AOCDS eligibility files are received and processed correctly per the approved requirements documentation by the date in the Implementation Project Plan.	<p>1. After Go Live, if Contractor receives and processes the first inbound IDF, OCERS ITR and AOCDS eligibility file correctly per the approved requirements documentation by the agreed upon date in the Implementation Project Plan, then Contractor passes this Performance Guarantee</p> <p>2. After Go Live, if Contractor does not receive and process the first inbound IDF, OCERS ITR and AOCDS eligibility file correctly per the approved requirements documentation and by the agreed upon date in the Implementation Project Plan, then Contractor fails this Performance Guarantee</p>	One Time	Meet Deadline	<p>\$15,000 maximum</p> <p>\$5,000 at risk for each file not received and proceed according to the project schedule or as described in the calculation</p> <p>\$1,000 additional for each file processed late for each business day following originally scheduled date (up to a cap of 10 business days)</p>
1.6.1	Communications	Contractor finalizes and mails out all agreed upon Communications by the deadlines in the agreed upon Communications Plan	<p>1.If Contractor finalizes and mails out all agreed upon Communications by the deadlines in the agreed upon Communications Plan, then Contractor passes this Performance Guarantee</p> <p>2. If Contractor does not finalize or does not mail out all agreed upon</p>	One Time	Meet Deadline	<p>\$30,000 maximum</p> <p>\$10,000 at risk for each piece of communication not finalized or mailed according to the Communications Plan or or</p>

Category	Service Level	Calculation	Reported Period	Performance Target	Performance Credit
		Communications by the deadlines in the agreed upon Communications Plan, then Contractor fails this Performance Guarantee			as described in the calculation <i>\$5,000 additional for each piece of communication delivered late for each business day following originally scheduled date (up to a cap of 4 business days)</i>

2. Ongoing

2.1. Contractor shall place the following amount at risk (per year) to meet the ongoing performance guarantees for the County:

Annual performance guarantee category (and measures)	Guarantee
H&W (all measures except 2.6.3, 2.7.1 and 2.7.2)	\$310,000
FSA & Judges (measures 2.7.1 and 2.7.2)	\$15,000
ACA (measure 2.6.3)	\$10,000
<p>Total dollars at risk not to exceed 15% of the cumulative yearly Total Contract Value as specified in Attachment B for the following:</p> <ul style="list-style-type: none"> • H&W Total Contract Value equal to the total eligible H&W Participant per month fee as defined in Attachment B • FSA & Judges Total Contract Value equal to total reimbursement account fees • ACA Total Contract Value equal to Section 6055/6056 Employer Reporting Solutions annual fee <p>Should Participant counts increase or decrease by more than 10%, the Parties agree to renegotiate the total fees-at-risk for ongoing performance measures in good faith. Until such time as the Parties mutually agree on the revised fees-at-risk, the existing fees-at-risk shall apply.</p> <p>All performance guarantee penalties will be paid by Contractor to County by check made out to “County of Orange”.</p>	

2.2. Exclusions

- 2.2.1. The call center related performance guarantee penalties are waived for periods of events that are unanticipated by both Contractor and County impacting the Services that increase call volumes above 120% of Contractor's projections (e.g., force majeure) or related to a major announcement affecting County employees without reasonable advance notice to Contractor. During such period, Contractor agrees to work with County to identify and implement appropriate measures to mitigate the impact of such events.
- 2.2.2. No performance credits will be due to County for Ongoing Performance Guarantees to the extent that a failure by Contractor to achieve any of the service levels outlined below is attributable to County or some other matter or issue that lies primarily outside of Contractor's control; provided, however, Contractor must give County prompt notice of County's or County's third party's failure to perform and take commercially reasonable efforts to mitigate the effects of the foregoing circumstances.

2.3. Reallocation of Fees at Risk

On an annual basis, County may reallocate the fees-at-risk associated with the set of Performance Measures defined below. County must provide written notice of its desire to reallocate by December 31st of each Agreement year. Any such reallocation would become effective the subsequent April 1st and would remain in effect until further notice from County. If County fails to provide such notice by December 31st, the current allocation of fees-at-risk would remain in effect for the subsequent year. For any reallocation of fees-at-risk after the execution of the Contract, the maximum fee-at-risk for any single measure is limited to 15% of the total amount at risk per year.

2.4. Commencement of Standards

- 2.4.1. Unless otherwise noted, all performance standards will commence immediately upon Go Live.
- 2.4.2. The following performance standards will also have penalty payment calculations commence immediately: 2.1.1 Customer Care Center Availability, 2.1.2 UPoint Availability, 2.1.3 UPoint Responsiveness, 2.6.1 Employer Mandate Tracking, and 2.6.2 COBRA – Offers of Coverage.
- 2.4.3. The remaining standards will also have penalty payment calculations commence as follows:
 - For an initial three-month transition period after the Go Live date, penalty payments are calculated at 50% of the full amounts.

Category		Definition	Calculation	Reported Period	Measurement Period	Performance Target	Performance Credit
2.1.1	Customer Care Center Availability	Contractor’s Customer Care Center is defined to be available if designated Customer Care Representatives are able to take Participant calls and chats, access the system and submit transactions.	Number of minutes the designated Customer Care Center team is available to answer calls divided by the number of minutes the designated Customer Care Center team is scheduled to answer calls.	Monthly	Quarterly	99.5%	\$2,500 for each quarter that this performance guarantee is not met.
2.1.2	UPoint Availability	Contractor’s website is defined to be available when Contractor’s website is able to service requests for Participants.	Number of minutes the Contractor’s website is available divided by the number of minutes the Contractor’s website is scheduled to be available	Monthly	Quarterly	99.5%	\$1,250 for each quarter that this performance guarantee is not met.
2.1.3	UPoint Responsiveness	The percent of Participant requested pages over the Contractor controlled portion of the Internet that are generated in five (5) seconds.	Number of Participant-requested pages generated in five (5) seconds divided by the total number of Participant requested pages.	Monthly	Quarterly	95.0%	\$1,250 for each quarter that this performance guarantee is not met.
2.1.4	Participant Transaction Accuracy	The percent of opportunities completed by Contractor that are defect-free. An opportunity is defined as any individual Participant-level deliverable or transaction processed by Contractor. A defect is defined as any individual Participant-level deliverable or transaction that is either late or inaccurate.	Number of opportunities for defects minus the number of defects divided by the total opportunities for a defect. Defects due to reasons outside of Contractor’s control are excluded from any calculation of fees at risk. Defects identified by County will result in Contractor recalculating the measure.	Monthly	Quarterly	99.5%	\$5,000 for each quarter that this performance guarantee is not met.

<p>2.2.1</p>	<p>Call Center Wait Time</p>	<p>The percent of callers who wait more than 30 seconds after the call is transferred to the ACD system to speak with a Customer Care Representative.</p>	<p>Number of Participants that wait less than or equal to 30 seconds after the call is transferred to the ACD system divided by the total number of calls transferred to the ACD system.</p> <p>Wait time is calculated from the time a caller requests to be transferred to a Customer Care Representative to the time the caller reaches a Customer Care Representative</p>	<p>Monthly</p>	<p>Quarterly</p>	<p>80%</p>	<p>\$2,500 for each quarter that this performance guarantee is not met.</p>
<p>2.2.2</p>	<p>Call Center Abandonment Rate</p>	<p>The percent of callers who abandon a call before reaching a Customer Care Representative.</p> <p>An abandoned call is defined as a call disconnected by the caller after the call is transferred to the Automated Call Distribution (ACD) system.</p>	<p>Number of calls disconnected by the caller after transfer to the ACD divided by the total number of calls transferred to the ACD.</p>	<p>Monthly</p>	<p>Quarterly</p>	<p>3% Excludes calls that are abandoned within 30 seconds</p>	<p>2,500 for each quarter that this performance guarantee is not met.</p>
<p>2.2.3</p>	<p>Call Center First Contact Resolution</p>	<p>The percent of callers whose interaction is resolved on their first call to the Call Center.</p> <p>A Participant’s interaction is considered resolved on the first attempt when the Participant is provided with information from a Customer Care Representative without the need for additional action at the end of the customer interaction.</p> <p>Includes: Interactions completed using assisted channels (call and chat).</p> <p>Excludes: Death Requests, Appointment requests, 3rd Party Partner requests, cancelled</p>	<p>Total Requests Resolved and Closed on First Contact/Total Requests/Calls</p>	<p>Monthly</p>	<p>Quarterly</p>	<p>93%</p>	<p>\$3,750 for each quarter that this performance guarantee is not met.</p>

		requests and requests created using the self-service portal channel.					
2.2.4	Call Center Request Timeliness	<p>The percent of Participant requests requiring follow-up which are closed within five (5) business days.</p> <p>Excludes: Death Requests, Appointment requests, 3rd Party Partner requests, cancelled requests and external requests which require input from a party outside of Contractor.</p> <p>Outside of Contractor refers to the County, the customer/contact or a third-party.</p>	Total Participant requests requiring follow-up Closed On Time/Total Requests requiring follow-up	Monthly	Quarterly	90%	\$2,500 for each quarter that this performance guarantee is not met.
2.2.5	Call Center Request Timeliness	<p>The percent of Participant requests requiring follow-up which are closed within twenty (20) business days.</p>	Total Participant requests requiring follow-up Closed On Time/Total Requests requiring follow-up	Monthly	Quarterly	90%	\$2,500 for each quarter that this performance guarantee is not met.
2.2.6	Call Center Call Accuracy	<p>The percentage of calls and chats to the Contractor Call Center that are responded to with accurate information by Customer Care Representatives.</p> <p>Contractor shall evaluate a minimum of 1 call per month from each designated Customer Care Representative using a standardized accuracy evaluation tool.</p>	<p>A trained colleague will listen to randomly pulled calls and rate each call using a mutually agreed upon accuracy evaluation tool.</p> <p>Percentage of calls receiving a Satisfactory rating divided by the total number of County calls audited during the time period.</p> <p>Satisfactory rating means customer’s issue was answered accurately. All transactions were processed accurately and all compliance practices were followed.</p>	Monthly	Quarterly	90%	\$7,500 for each quarter that this performance guarantee is not met.

2.2.7	Response to Written Inquiries - Letters	Percent of written inquiries received from Participants (e.g. letters) responded to within three (3) business days	Total number of responses to written inquiries provided within 3 business days/Total number of written inquiries received.	Monthly	Quarterly	90%	\$1,250 for each quarter that this performance guarantee is not met.
2.2.8	Response to Written Inquiries - Electronic	Percent of electronic written inquiries received from Participants (e.g. email, online inquiries) responded to within one (1) business day	Total number of responses to electronic written inquiries provided within 1 business days/Total number of electronic written inquiries received.	Monthly	Quarterly	90%	\$1,250 for each quarter that this performance guarantee is not met.
2.2.9	Call Center Customer Satisfaction	Percent of Participants satisfied with the services received from Contractor's Call Center on the most recent call or chat.	Number of Participants responding to the survey as "satisfied"/Total number of Participants responding to the survey.	Monthly	Quarterly	85% for Year 1 90% for Year 2 and Beyond	\$2,500 for each quarter that this performance guarantee is not met.
2.3.1	Statement Timeliness	Percent of confirmation statements mailed within 1 week after the benefits election or default, or as otherwise agreed to by the Parties.	Total number of confirmation statements mailed within 1 week after the benefits election or default, or as otherwise agreed to by the Parties /Total number of confirmation statements mailed.	Monthly	Quarterly	99%	\$3,750 for each quarter that this performance guarantee is not met.
2.4.1	Third Party Interfaces	Percentage of outbound, electronic Third Party Interface files sent by the agreed upon deadlines in the Requirements Document	Number of electronic interfaces sent within the agreed upon deadline/Total number of electronic interfaces sent	Monthly	Quarterly	98%	\$2,500 for each quarter that this performance guarantee is not met.
2.4.2	Payroll and Pension Files	Percentage of payroll and pension files sent on time as defined in the Requirements Document.	Number of payroll and pension files sent within the agreed upon deadline/Total number of payroll and pension files sent	Monthly	Quarterly	100%	\$2,500 for each quarter that this performance guarantee is not met.

2.4.3	Payroll and Pension Files	<p>The percent of payroll and pension files that are defect free.</p> <p>A defect is defined as any field-level data element that is inaccurate.</p>	<p>Number of opportunities for defects minus the number of defects divided by the total opportunities for a defect.</p> <p>Defects due to reasons outside of Contractor's control are excluded from any calculation of fees at risk.</p> <p>Defects identified by County will result in Contractor recalculating the measure, when mutually agreed to by the Parties.</p>	Monthly	Quarterly	98%	\$2,500 for each quarter that this performance guarantee is not met.
2.5.1	Direct Billing	<p>Percent of direct bills postmarked no later than 15 calendar days prior to the first of the month for which the bills are being issued. In February, bills will be mailed by the 15th of the month.</p>	<p>Number of direct bills postmarked 15 calendar days or more prior to the first of the month for which the bills are being issued/Total number of direct bills issued.</p>	Monthly	Quarterly	100%	\$2,500 for each quarter that this performance guarantee is not met.
2.6.1	Employer Mandate Eligibility Tracking (FTE Requirement) – Offers of Coverage	<p>Percent of offers of medical coverage made to employees determined to be FTEs at conclusion of their Initial or Standard Measurement Period. Offers are made during subsequent Administration Period.</p>	<p>Offers of coverage made on time/Total number of offers of coverage</p>	Monthly	Quarterly	100%	\$2,500 for each quarter that this performance guarantee is not met.
2.6.2	COBRA – Offers of Coverage	<p>Percent of COBRA Enrollment Notices sent within statutory deadlines</p>	<p>Notices sent on time/Total number of notices sent</p>	Monthly	Quarterly	100%	\$3,750 for each quarter that this performance guarantee is not met.

2.6.3	Affordable Care Act – Section 6055/6056 Employer Reporting Solutions	Percentage of forms submitted by the IRS deadline for the initial filing.	Forms submitted by the IRS deadline/Total number of forms submitted.	Annually	Annually	100%	\$10,000 at risk for failing this performance guarantee.
2.7.1	HCRA/DCRA and Judges Claims Turnaround Time	Percentage of all claims processed within three (3) business days. Processing time is measured from the date the claim is received by Contractor to the date it is processed (i.e.; paid, denied, or pending for external information)	Total number of claims processed within 3 business days/Total number of claims processed	Monthly	Quarterly	95%	\$1,875 for each quarter that this performance guarantee is not met.
2.7.2	HCRA/DCRA and Judges Claims Processing Accuracy	Percentage of all claims paid accurately based on the applicable coverage and plan guidelines. If errors occur on multiple payments for the same claim, one error is charged for each incorrect check or Explanation of Benefits (EOB).	Total number of claims paid accurately/Total number of claims paid.	Monthly	Quarterly	98%	\$1,875 for each quarter that this performance guarantee is not met.
2.8.1	Client Satisfaction	County’s overall rating of satisfaction as measured by Contractor’s standard Client Satisfaction Survey.	On a Quarterly basis, Contractor will survey County representatives utilizing Contractor’s standard Client Satisfaction Survey. The performance measure requires at least 3 County responses. The measure is calculated by taking the total number of actual points from survey responses divided by the total number of possible points. Measure is based on a 10	Quarterly	Quarterly	80%	\$5,000 for each quarter that this performance guarantee is not met. If score is less than 80%, Contractor will present an action plan to address the cause(s) of the dissatisfaction. The County will review and approve the

			point scale with 1 is “Extremely Dissatisfied” and 10 is “Extremely Satisfied”.				<p>action plan within 15 business days of Contractor providing the action plan to County.</p> <p>If Contractor does not complete all action items on time as agreed upon, \$5,000 amount will be paid.</p> <p>Note: If County does not fulfill its obligations in the action plan, fees-at-risk will not be paid.</p>
2.9.1	Annual Open Enrollment – Project Plan	Contractor shall provide the Open Enrollment Project Plan for County review no later than May 1 each year	<p>1. If the Open Enrollment Project Plan is sent on or before May 1 then Contractor passes this Performance Guarantee</p> <p>2. If the Open Enrollment Project Plan is sent after May 1 then Contractor fails this Performance Guarantee</p>	Annual	Annual	Meet Deadline	\$2,500 at risk for missing the delivery date.
2.9.2	Annual Open Enrollment – Project Plan	Contractor shall finalize the Open Enrollment Project Plan by July 1.	<p>1. If Contractor finalizes the Open Enrollment Project Plan by July 1 then Contractor passes this Performance Guarantee</p> <p>2. If Contractor does not finalize the Open Enrollment Project Plan by July 1 then Contractor fails this Performance Guarantee</p>	Annual	Annual	Meet Deadline	\$2,500 at risk for missing the delivery date.

<p>2.9.3</p>	<p>Annual Open Enrollment – Business Requirements Documents</p>	<p>Final and complete requirements/ specifications will be sent to the County for signoff by date agreed upon in the Open Enrollment Project Plan.</p>	<p>1. If Contractor provides final and complete requirements/ specifications to the County by the agreed upon date in the Open Enrollment Project Plan, then Contractor passes this Performance Guarantee</p> <p>2. If Contractor does not provide final and complete requirements/ specifications to the County by the agreed upon date in the Open Enrollment Project Plan or the requirements/specifications are not final and complete, then Contractor fails this Performance Guarantee</p>	<p>Annual</p>	<p>Annual</p>	<p>Meet Deadline</p>	<p>\$5,000 at risk for missing the delivery date or as described in the calculation.</p>
<p>2.9.4</p>	<p>Annual Open Enrollment – Business Requirements Documents</p>	<p>Contractor establishes and programs all test environments for Total Benefits Administration (“TBA”) System and website (“UPoint”), mobile app, and AI Virtual Chat (“Lisa”) according to the Requirements Documents and provides sufficient number and quality of test cases by the date agreed upon in the Open Enrollment Project Plan.</p>	<p>1. If Contractor establishes and programs all test environments and provides sufficient number and quality of test cases by the agreed upon date in the Open Enrollment Project Plan, then Contractor passes this Performance Guarantee</p> <p>2. If Contractor does not establish and program all test environments and/or does not provide sufficient number and quality of test cases by the agreed upon date in the Open Enrollment Project Plan, then Contractor fails this Performance Guarantee</p>	<p>Annual</p>	<p>Annual</p>	<p>Meet Deadline</p>	<p>\$5,000 at risk for missing the delivery date or as described in the calculation.</p>
<p>2.9.5</p>	<p>Annual Open Enrollment - UAT</p>	<p>All issues identified in UAT are resolved or a mitigation plan is mutually agreed upon by the date agreed upon in the Open Enrollment Project Plan.</p>	<p>1. If Contractor resolves all issues identified in UAT or establishes a mutually agreed upon mitigation plan by the agreed upon date in the Open</p>	<p>Annual</p>	<p>Annual</p>	<p>Meet Deadline</p>	<p>\$5,000 at risk for missing the delivery date or as described in the calculation.</p>

			<p>Enrollment Project Plan, then Contractor passes this Performance Guarantee</p> <p>2. If Contractor does not resolve all issues identified in UAT and/or does not establish a mutually agreed upon mitigation plan by the agreed upon date in the Open Enrollment Project Plan, then Contractor fails this Performance Guarantee</p>				
2.9.6	Annual Open Enrollment – Go Live	<p>All systems are functional by the agreed-upon Go Live date in the Open Enrollment Project Plan.</p> <p>Systems include but are not limited to:</p> <ul style="list-style-type: none"> • UPoint • Mobile App • Customer Care Center 	<p>1. If all systems are functional by the agreed-upon Go Live date in the Open Enrollment Project Plan, then Contractor passes this Performance Guarantee</p> <p>2. If any systems are not functional by the agreed-upon Go Live date in the Open Enrollment Project Plan, then Contractor fails this Performance Guarantee</p>	Annual	Annual	Meet Deadline	\$30,000 at risk for missing the delivery date.
2.9.7	Annual Open Enrollment - Files	<p>The Open Enrollment third-party interface files are programmed correctly and accurately and delivered on time per the requirements signed off on by County and Third Party Vendors and the Open Enrollment Project Plan.</p>	<p>1. If Contractor provides the Open Enrollment third-party interface file, which is programmed correctly and accurately to the Third Party Vendor by the agreed upon date in the Open Enrollment Project Plan, then Contractor passes this Performance Guarantee</p> <p>2. If Contractor does not provide the Open Enrollment third-party interface file, which is programmed correctly and accurately, to the Third Party Vendor by the agreed upon date in the Open Enrollment Project</p>	Annual	Annual	Meet Deadline	\$5,000 at risk for missing the delivery date or as described in the calculation.

			Plan or the first production file is not programmed correctly and accurately then Contractor fails this Performance Guarantee				
2.9.8	Annual Open Enrollment - Files	Open Enrollment Payroll and Pension interface file(s) are functioning, accurate and delivered on time per the approved requirements by County by the date in the Open Enrollment Project Plan.	<p>1. If Contractor delivers the Open Enrollment functioning and accurate Payroll and Pension interface files per the approved requirements by the agreed upon date in the Open Enrollment Project Plan, then Contractor passes this Performance Guarantee</p> <p>2. If Contractor does not provide the Open Enrollment functioning and accurate Payroll and Pension interface files per the approved requirements by the agreed upon date in the Open Enrollment Project Plan or the first Payroll or Pension files are not functioning or accurate per the approved requirements then Contractor fails this Performance Guarantee</p>	Annual	Annual	Meet Deadline	\$5,000 at risk for missing the delivery date or as described in the calculation.
2.9.9	Annual Open Enrollment – Open Enrollment Packets	Percent of Open Enrollment Packets mailed at least five (5) days before Open Enrollment or as agreed upon in the Open Enrollment Project Plan	<p>1.If Contractor mails out all Open Enrollment Packets at least five (5) days before Open Enrollment or by the deadlines in the agreed upon Open Enrollment Project Plan, then Contractor passes this Performance Guarantee</p> <p>2. If Contractor does not mail out all Open Enrollment Packets at least five (5) days before</p>	Annual	Annual	Meet Deadline	\$5,000 at risk for missing the delivery date.

			Open Enrollment or by the deadlines in the agreed upon Open Enrollment Project Plan, then Contractor fails this Performance Guarantee				
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BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9. and B.14., apply to the CONTRACTOR in the same manner as they apply to a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection of that information.

2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

a. Breach excludes:

1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

2) Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

- 1) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- 2) The unauthorized person who used the PHI or to whom the disclosure was made;
- 3) Whether the PHI was actually acquired or viewed; and
- 4) The extent to which the risk to the PHI has been mitigated.

3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10. "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.

16. “Technical safeguards” means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.

2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.

3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY’s compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, within thirty (30) days of such request, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a., above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

2. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

3. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Subparagraph E. below and as required by 45 CFR § 164.410.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach within 72 hours of becoming aware of the Breach, to the County Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

3. CONTRACTOR's notification shall include, to the extent possible:

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Paragraph E and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Subparagraph E.2 above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach as a Business Associate of the County. To the extent the COUNTY incurs any expense in addressing such Breach and consequences thereof, including costs of investigation, notification, or remediation, documentation or other costs associated with addressing the Breach, CONTRACTOR shall reimburse COUNTY as stated herein subject to the limitations of liability of the Contract between CONTRACTOR and COUNTY.

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.

a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.

b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

1) The Disclosure is required by law; or

2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

G. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR's Use or Disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR's Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR's Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

H. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:

a. Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, or within such other timeframe as mutually agreed between COUNTY and CONTRACTOR and as reasonably necessary to address or cure the material breach, provided termination of the Agreement is feasible.

2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.

b. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

c. Notwithstanding, CONTRACTOR may retain one archival copy of the PHI to defend its work product and for operational, legal or fiscal audit purposes. Archival copy shall mean shall mean an offline copy saved in CONTRACTOR's secure data center, isolated from CONTRACTOR's production network, that cannot be accessed without explicit request and approval from the COUNTY. The Archival copy may be retained for no longer than ten (10) years after termination of Agreement and shall remain subject to the confidentiality provisions in this Agreement for as long as such archival copy is retained by CONTRACTOR.

3. The obligations of this Business Associate Contract shall survive the termination of the Agreement.