

CONTRACT

FOR

TOTAL SELF-SERVICE BENEFITS ADMINISTRATOR

Contract
TABLE OF CONTENTS

Table of Contents.....2

Recitals.....4

ARTICLES

1. Scope of Work.....4
2. Pricing4
3. Invoicing/Payment4
4. Term of Contract4
5. Entire Agreement4
6. Amendments4
7. Governing Law and Venue5
8. Appropriation/Contingency of Funds.....5
9. Taxes5
10. Delivery.....5
11. Independent Contractor5
12. Assignment or Sub-contracting.....5
13. Non-Discrimination.....6
14. Performance6
15. Errors and Omissions6
16. Warranty.....6
17. Patent/Copyright Material/Propriety Infringement6
18. Compliance with Laws6
19. Indemnification and Insurance7
20. Confidentiality.....9
21. Contractor Personnel9
22. Contractor’s Account Manager and Key Personnel9
23. Project Manager9
24. Reports/Meetings10
25. Ownership of Documents.....10
26. Title to Data.....10
27. Records.....10
28. Audit/Inspections10
29. Publication.....11
30. Conflict of Interest11
31. Termination11
32. Breach of Contract12
33. Disputes12
34. Orderly Termination.....12
35. Force Majeure13
36. Consent to Breach Not Waiver.....13
37. Remedies Not Exclusive13
38. Notices.....13
39. County Child Support Enforcement.....14
40. Change of Ownership.....14
41. Headings.....14
42. Severability.....14
43. Calendar Days14

Attachment B – Redline Changes to Contract With Xerox

44. Attorney Fees 14
45. Waiver of Jury Trial 14
46. Interpretation 14
47. Authority 15
48. Health Insurance Portability and Accountability Act (HIPAA)..... 15
49. Survival 15
50. Limitation of Liability of this Contract 15
 Contract Signature Page 16

ATTACHMENTS

Attachment A – Scope of Work..... 17
Attachment B – Compensation/Payment 30
Attachment C – Staffing Plan 38
Attachment D –Implementation Plan/Project Schedule 40
Attachment E – HIPAA Privacy Business Associate Agreement..... 65
Attachment F – Performance Guarantees 70

EXHIBITS

Exhibit 1 – County of Orange Child Support Enforcement Certifications 74

Attachment B – Redline Changes to Contract With Xerox

CONTRACT

This Contract Number N1000010766/MA 054 CVPAN1000010766 for a **Total Benefits Self-Service Administrator**, including a “total” self-service benefits arrangement for administration including a Call Center, Interactive Voice Response (IVR)/Voice Response System (VRS), Communications and Internet/WEB technology of all Health and Welfare Benefit Programs hereinafter referred to as “Contract” is effective April 1, 2009 by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and Xerox HR Solutions, LLC, with a place of business at 150 Clove Road, Little Falls, NJ 07424, 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 a **Total Benefits Self-Service Administrator**, and

WHEREAS, the Contractor has responded that it shall meet or exceed the requirements and specifications of the RFP and represents that it shall meet the obligations of this Contract subject to the terms and conditions herein; and

WHEREAS, the County Board of Supervisors has authorized the Deputy Purchasing Agent or his designee to enter into this Contract with Contractor subject to approval of the Board of Supervisors;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Work:** This Contract specifies the contractual terms and conditions by which the County will obtain professional services as further set forth in Attachment A
2. **Pricing:** The Contract price, as specified in Attachment B hereto, includes full compensation for providing all services to be provided under this Contract.
3. **Invoicing/Payment:** All invoicing and payment for services performed under this Contract shall be as specified in Attachment B, hereto.
4. **Term of Contract:** This Contract shall commence April 1, 2009 and shall continue in effect through December 31, 2016.
5. **Entire Contract:** This Contract, including Attachments, which are attached hereto and incorporated herein by this reference, contains the entire contract between the Parties with respect to the matters herein and there are no exceptions, alternatives, substitutions, revisions, understandings, agreements, restrictions, promises, warranties or undertakings, whether oral or written, other than those set forth herein or referred to herein. Nothing in the paragraph should be read so that either Party is relieved of its obligations under Price Agreement N1000004250 or that Price Agreement N1000004250 does not remain in effect until its termination on December 31, 2009. For sake of clarity, this Contract applies to all services described in the Scope of Work, Attachment A starting January 1, 2010, with implementation activities required to implement new services such as enhanced benefits data warehouse, online collection and maintenance of beneficiary information, processing of low income subsidy and coordination of Medicare Secondary Payer, being performed from April 1, 2009 through December 31, 2009 as described in Attachment D, Project Schedule/Implementation Plan.
6. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties.

Attachment B – Redline Changes to Contract With Xerox

7. **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, without reference to conflict of laws provisions. 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 trial to another venue.
8. **Appropriation/Contingency of Funds:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County Board of Supervisors for each fiscal year during the Term of this Contract. If such appropriations are not approved, this Contract will terminate without penalty to the County on the last day for which the County has appropriated funds for such services.
9. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
10. **Delivery:** Time of delivery of services as specified in written project plans is of the essence in this Contract, subject to the terms of this Contract. Any delay caused by County affecting Contractor's delivery of services shall result in a day-for-day extension of any Contractor deadline provided Contractor notifies the County Project Manager that a County delay will result in a Contractor delay. County reserves the right to refuse any services and to cancel all or any part of the services that repeatedly do not conform to the prescribed Scope of Work.
11. **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.
12. **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-contracted by Contractor without the express written consent of County Project Manager, as identified below. 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 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, (i) services to be performed for County under this Contract 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, none of the work done for the County, its employees, agents, directors, elected officials or their dependents as relates to call center or direct participant interaction may be performed outside the United States of America, with the exception of core Account Team Members as named in Staffing Plan, Attachment C, or otherwise approved by County, on an as needed basis. In no case may participant specific data be sent to locations outside the United States of America. To the extent that non-core account team members, special project teams and the like are required to do work for the County outside the United States of America, data will not include participant data that will allow for personal identification either as a standalone data element or in combination, for example, social security number, date of birth, personal health information, and home addresses. In instances where previously identified core Account Team Members are required to access participant specific data, as approved by the County, on an as

Attachment B – Redline Changes to Contract With Xerox

needed basis while outside the United States of America, data will be accessed and viewed only, and will not be stored, changed, or updated in any fashion.

13. **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 sub-contractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical or health condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the 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.
14. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's reasonable 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, including those of County required in its governmental capacity, in connection with performance of the services; and, if permitted to sub-contract, shall be fully responsible for all work performed by sub-contractors.
15. **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 Account Manager as identified below and key qualified 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 formal written County approval thereof, County approval of Contractor's reports, files or documents shall not preclude the County from requesting corrections at no charge to County unless specified in Attachment A and/or Attachment B, subparagraph 1.c. "Additional Fees."
16. **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 19 below and as more fully described in paragraph 19, 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.
17. **Patent/Copyright Materials/Proprietary Infringement:** Contractor shall be solely responsible for clearing the right to use any of its 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, in accordance with the more specific requirement contained in paragraph 19 below, 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.
18. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all government standards, laws, statutes, restrictions,

Attachment B – Redline Changes to Contract With Xerox

ordinances, requirements, and regulations (collectively “laws”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to 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 of paragraph 19 below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses caused by Contractor’s breach of its obligation under the preceding sentence. However, Contractor shall have no responsibility whatsoever with respect to the compliance of any County employee benefit plan with laws (as defined above). Notwithstanding the above, changes in laws special to the County affecting the services shall be addressed through change control procedures in the event there are cost implications.

19. **Indemnification/Insurance:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold harmless County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage directly caused by Contractor’s negligence or willful misconduct or Contractor’s failure to perform services in accordance with the terms of this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Any reference to indemnification in the Contract is meant to refer to third parties and not between County and Contractor.

Insurance Provisions

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor’s expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance commensurate with their scope and responsibility. Contractor is responsible for insuring that all subcontractors have appropriate insurance for any work done on behalf of Contractor under this Contract and agrees to compensate County for any causes of action that result from any subcontractor having inadequate insurance.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall be specifically approved by the County Executive Office (CEO)/Office of Risk Management. Such approval shall not be unreasonably withheld. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract, provided that Contractor shall have first been notified and have opportunity to cure within sixty days of notification.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the State of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company’s performance and financial ratings.

Attachment B – Redline Changes to Contract With Xerox

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 with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$10,000,000 per claims made or per occurrence
Fidelity Bond	\$20,000,000

All liability insurance, except Professional Liability, required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

The County of Orange shall be added as the Loss Payee on the Employee Dishonesty policy. The copy of the blanket Loss Payee endorsement shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this Contract shall waive all rights of subrogation against the County and members of the Board of Supervisors, its elected and appointed officials, officers and employees when acting within the scope of their appointment or employment.

Attachment B – Redline Changes to Contract With Xerox

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interest's clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

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 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified contractor.

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. 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 days of receipt of such written 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.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

20. **Confidentiality:** Contractor agrees to maintain the confidentiality of all 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 Contractor and Contractor's staff, agents and employees.
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 reasonable removal of the specified Contractor personnel from providing any services to the County under this Contract within one business day of reasonable notification by County. County shall submit the request in writing to the Contractor's Account Manager.
22. **Contractor's Account Manager and Key Personnel:** Contractor shall appoint, and identify for the County in writing, a Account Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Account Manager shall be subject to reasonable approval by the County and shall not be changed without the written consent of the County's Project Manager or designee, which consent shall not be unreasonably withheld.

Attachment B – Redline Changes to Contract With Xerox

The Contractor's Account Manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's Account Manager.

23. **Project Manager:** The County shall appoint the Project Manager or designee to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager or designee shall coordinate the activities of the County staff assigned to work with the Contractor. The County's Project Manager or designee shall have the right to require the removal and replacement of the Contractor's Account Manager from providing services to County under this Contract. The County's Project Manager or designee shall notify the Contractor in writing of such reasonable request for removal of Contractor's Account Manager. The Contractor shall accomplish the reasonable removal within ten (10) days or a mutually agreed upon timeframe after written notice by the County's Project Manager or designee. The County's Project Manager or designee shall review and approve the appointment of the replacement for the Contractor's Account Manager.
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 or designee and the Contractor's Account Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Account 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, at Contractor's expense for up to two (2) County staff to travel annually to Contractor's location for business purposes, as agreed upon by the Parties.
25. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor that are specifically developed for, and unique to, the County. All such documents, reports, voice recordings, records of transactions conducted over the internet/intranet/WEB and Integrated Voice Response ("IVR") system, and other incidental or derivative work or materials furnished hereunder or in connection with such work described in the prior sentence ("Work Product for County") 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. With respect to Work Product for County, none of the documents, reports, voice recordings, records of transactions conducted over the internet/intranet/WEB and Integrated Voice Response ("IVR") system and other incidental or derivative work or furnished materials hereunder or in connection with work completed in Attachment A of this document shall be used by the Contractor without the express written consent of the County.
26. **Title to Data:** All materials, documents, data or information obtained from the County data files, and 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. All electronic data will be returned to County in a mutually agreed upon format. Except as required by a public records act request made under state or federal law or otherwise required by state or federal law, all technical documents provided to County by Contractor that are not Work Product for County are Contractor's proprietary and confidential information.
27. **Records:** To the extent any time and materials work is performed or any work is done which would generate any hourly fees as specified in Attachment B, the Contractor shall keep an accurate record of time expended by Contractor and the sub-contractors working for Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times.
28. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the County's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation,

Attachment B – Redline Changes to Contract With Xerox

including payroll and accounts payable/receivable records, computer based data, or other 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. The County will provide reasonable written notice of such an audit or inspection, but no less than thirty (30) days notice.

Contractor agrees to maintain all of the following to the extent not related to information developed for individual participants of County employee benefit plans (“Non-Participant Records”), subject to the confidentiality provisions of this Contract unless such information is required to be disclosed pursuant to state or federal law: books, accounts, records, reports, financial records, supporting documentation, including payroll and accounts payable/receivable records or other computer based data and to permit the County to audit such Non-Participant Records for a minimum of ten years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to cooperate with the County and its auditor’s and to allow interviews of any employees or others who might reasonably have information related to such records.

Should the Contractor cease to exist as a legal entity, the Contractor’s records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County’s Project Manager or designee.

29. **Publication:** No Work Product for County, or information obtained by Contractor from County data files including but not limited to copies of schedules, written documents, and computer based data, electronic data, electronic records, e-mails, 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:** 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 relatives; sub-tier contractor’s and third parties associated with accomplishing services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County. The County 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.
31. **Termination:** In addition to any other remedies or rights it may have by law, each Party has the right to terminate this Contract with cause after the written notice period set forth in subsection (a) below, or without cause, unless otherwise specified in this Contract with 365 days written notice. Cause shall be defined as any uncured material breach of this Contract. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations except for payment of any unpaid amounts. In addition to any other remedies or rights it may have by law and as set forth in this Contract, Contractor has the right to terminate this Contract without penalty after 365 days written notice without cause, unless otherwise specified.

The County shall have the right to terminate Contractor’s services for all but not limited to the following reasons and timeframes:

- a. Within sixty days upon Contractor committing a material breach of the material terms of the Contract with the County, for which written notice of material breach had been provided to Contractor by the County at least thirty days earlier. Contractor shall have 30 days to cure the breach.

Attachment B – Redline Changes to Contract With Xerox

- b. Immediately effective if the Contractor is charged by a government entity with committing fraud or criminal act in providing the agreed upon services, with notification of such termination not later than ninety (90) days of such charge.
 - c. 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.
 - d. Sixty days written notice to Contractor if there has been a significant decline in Contractor's financial condition as evidenced by a reduction of 2 or more financial rating levels in combination with a negative financial outlook rating by the financial rating agencies, with notification of such termination to be provided to Contractor not later than forty-five (45) days from Contractor's written notification to County of the rating reduction. Contractor is responsible for informing County in writing of any reduction in financial rating.
32. **Breach of Contract:** The uncured failure of the Contractor to comply with any of the material 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 written notice of the breach to cure as set forth in Section 31(a), above.
 - b. In the event of a material breach of Contractor to provide the services, the amounts payable to Contractor under this Contract for the time during which such failure occurred shall be equitably adjusted to take into account the services not received by County. Such adjustment shall be in addition to any other remedies available to County at law, in equity, or otherwise specified in this Contract.
33. **Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If a dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Account Manager and the County's Project Manager or designee, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:
- a. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to this Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the amount for which the Contractor believes the County is liable.
 - c. 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 provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County's Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed as County's final decision that is adverse to the Contractor's contentions.

Attachment B – Redline Changes to Contract With Xerox

34. **Orderly Termination:** Except where otherwise stated herein, upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and any other properties of the other held by each for purposes of this 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 a computer history tape (in a form and format reasonably acceptable to the County) with all information necessary to transfer the records of each member's history of enrollment, billing and payment history, applicable claims and/or appeals, and open case details, 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 seven (7) years after termination of this Contract to the extent that the history is accessible by Contractor on the then current systems. If the history is not accessible on the then current systems, efforts to convert data into a usable format will be charged at Contractor's rate set forth in Attachment B, subparagraph 1.c. "Additional Fees." If, during the seven (7) year period after termination of this Contract, Contractor is making system changes, enhancements and/or upgrades, and identifies that the ability to retrieve County data may be compromised, Contractor reserves the right to notify the County and request exemption from this provision, which would be granted at the sole discretion of the County.

At the end of the term of this Contract, or in the event of termination of the Contract by either Party, Contractor, upon the County's request, agrees to continue the administration of claims incurred prior to the effective ending date of this Contract for a period of twenty four months after the termination date. In compensation for this service, County agrees to remit the run-out fees identified in Attachment B.

35. **Force Majeure:** Contractor shall not be in breach of this Contract 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.
36. **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.
37. **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 Price Contract does not preclude resort by either Party to any other remedies provided by law.
38. **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 or designee and Contractor's Account 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 Resources, Employee Benefits
Attn: Renee Catanzariti
Hall of Administration
333 West Santa Ana Blvd.

Attachment B – Redline Changes to Contract With Xerox

Santa Ana, CA 92701

Cc: Human Resources/Employee Benefits
Attn: Barbara Voelkel
333 W. Santa Ana Blvd., 2nd Floor
Santa Ana, CA 92701

Contractor: Nancy Sabatiel
150 Clove Road,
Little Falls, New Jersey 07424

Cc: John A. Gliedman, Esq.
ACS (c/o Buck Consultants)
30th Floor
One Penn Plaza
New York, New York 10119

39. **County Child Support Enforcement:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of this Contract.
40. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them as required within the scope of work, and subject to the performance guarantees. Contractor must notify County at least ninety days (90) before any change or transfer in ownership. County has right to terminate this Contract within 180 days upon notification of a change in ownership provided that County must notify Contractor of any such termination no later than ninety (90) days after such change of ownership. 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.
41. **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.
42. **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.
43. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
44. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
45. **Waiver of Jury Trial:** To the extent enforceable under California law, each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by

Attachment B – Redline Changes to Contract With Xerox

jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.

46. **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.
47. **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.
48. **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 F hereto shall be operative and control the Business Associate relationship of the parties. Nothing in Attachment F shall be considered a waiver of the limitation on subcontracting as set forth in this Contract.
49. **Survival:** Notwithstanding any provision to the contrary herein, the provisions of paragraphs 15, 16, 17, 18 and 19 as well as paragraphs 34 through and including 50 shall survive.
50. **Limitation of Liability of this Contract:** In no event shall either Party be liable to the other for consequential, punitive, indirect, exemplary, special, incidental or similar damages. Total liability of either Party for direct damages shall not exceed in the aggregate an amount equal to the total charges payable to Contractor pursuant to this Contract for performance of the services for the twelve (12) months prior to the month in which the first event giving rise to liability occurred.

The foregoing exclusions and limitations of this Limitation of Liability shall not apply to: willful misconduct, claims asserted under the indemnification provisions of this Contract, or claims asserted due to either Party's breach of its confidentiality obligations, including but not limited to disclosure of participant data in breach of applicable privacy-related laws or regulations.

Attachment B – Redline Changes to Contract With Xerox

CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

XEROX HR SOLUTIONS, LLC

Print Name Title

Signature Date

Print Name Title

Signature Date

*** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

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:

Office of County Counsel
Orange County, California

ATTACHMENT A

SCOPE OF WORK

Contractor shall provide Total Benefits Self-Service Administrator services as specified herein, including Call Center, Communications, IVR and Web technology to support all Health and Welfare programs offered by the County, starting January 1, 2010.

Contractor shall:

I. Annual Enrollment Services

1. Conduct annual health and welfare benefit enrollment for employees, COBRA participants, and retirees in Fall 2010 for Plan Year 2011; Contractor must be prepared to assume administration effective January 1, 2010. This includes the Optional Benefit Plan (OBP).
2. During Open Enrollment, Contractor must also coordinate the fourth quarter transition events, e.g. new hire, add/drop dependent, change of address, etc.
3. Provide daily statistical Open Enrollment reporting and monthly reporting showing enrollments *via* the Call Center and enrollments via the Web.
4. Conduct annual benefit enrollments each fall thereafter (2011 through 2016 plus during any run-out periods).
5. Enroll newly eligible participants and process status changes for plan benefits commencing January 1, 2010 to December 31, 2016 and during any run-out periods.
6. Confirm eligibility and effective dates of each participant for all benefits, based on the County's eligibility rules and definitions. Review and update benefit eligibility rules and effective dates annually.
7. Process and validate participant elections.
8. Notify employee/retiree of Medicare enrollment requirements 90 days prior to retiree/survivor turning age 65; allow for enrollment event
9. Mail out and process specialized forms related to plans requiring Medicare Assignment, e.g. Kaiser Senior Advantage Plan (KPSA) Medicare assignment form according to established processed.
10. Produce annual benefit statements for all employees, COBRA participants, and retirees
11. Produce personalized annual enrollment summaries and confirmation statements; mail out benefits enrollment guide at annual enrollment and with certain qualified life events, and additional notices (includes Notice of Private Practice (NPP)) along with confirmation statements as required.
12. Notify participants of evidence of insurability requirements where applicable and mailing of necessary paperwork for participant completion.
13. Forward any received evidence of insurability paperwork completed by participants to appropriate carriers for review. Entry into applicable systems any increases approved by carrier.
14. Report pending coverage information on participant's confirmation statement.
15. Verify dependent student eligibility information annually for age 19 and older dependents using established process; series of notification letters are mailed to the employee or retiree; allow employees/retirees to verify student status via the web.
16. Review and process requests for Qualified Medical Child Support Order (QMCSO) including the completion of appropriate forms and notification of *all* affected parties of action taken.
17. Process participant life/status changes via IVR, Web, and through the Call Center throughout the calendar year.
18. Collect and transmit PCP information for new enrollees where required (annually and as needed).
19. Transmit eligibility data to the County's contracted benefit vendors and entities in agreed formats and timeframes (for each, may occur as often as weekly).
20. Issue Medicare Creditability letters prior to Open Enrollment in accordance with CMS guidelines and to participants and participant's spouse who age-into Medicare during the calendar year; Contractor is responsible for the annual maintenance and updates to the Creditable coverage letters.
21. Request and verify written proof of eligibility for all dependents, e.g. Birth, Marriage, Divorce, full-time Student status, Domestic Partner, and proof of Medicare for all Medicare eligible retirees.

Attachment B – Redline Changes to Contract With Xerox

22. Administer COBRA, including all notifications, billings, and premium collection and detailed reporting. Reports should include detailed accounts receivables and collections.
23. Respond to telephone and written inquiries from employees, retirees, and COBRA participants regarding health and welfare benefit plans; provide for communication *via* the call center representative and using an on-line tool which is responded to within 24 business hours.
24. Follow up in writing requesting missing information when a participant fails to provide the necessary proof of qualified life event and/or Medicare eligibility.
25. Respond to telephone and written inquiries from the County’s Human Resources, Employee Benefits staff regarding participant inquiries and administration.
26. 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.
27. 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.
28. Administer reports of Death and Disability including interaction with participant, beneficiary and carriers.
29. Contractor is to 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.
30. Administer the 1% cash lump sum benefit to eligible employees who separate from the County who are not eligible for the Retiree Health Grant; be able to distinguish those who are eligible from those who are not.
31. Determine eligibility for annual Premier Wellwise rebates.
32. Administer Kaiser, Blue Cross and any other vendor’s Low Income Subsidy (LIS) Amounts (described in more detail under Cyclical Processing)
33. Report enrolled participants located in New York and Massachusetts for the purpose of reporting surcharges as required by the state of New York and Massachusetts.
34. Contractor is to coordinate information (eligibility updates, web links, reporting and reconciliation) with Life Insurance vendor, Accidental Death and Dismemberment (AD&D) vendor and Salary Continuance vendor.
35. Maintain benefit information and establish a web link for the following benefit programs so that employee calls can be routed appropriately:
 - a. Peace Officers’ benefit plans offered through their bargaining unit
 - b. Life, AD&D, STD/LTD, vision and dental plans for general employees, (non-management, non-Peace Officers) offered through their bargaining units
 - c. All County health plan carriers and Administrators (includes provider directories)
 - d. Unemployment benefits for all County employees
 - e. Employee Assistance Program (EAP) for all employees
36. 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 Provisions (includes enrollment and disenrollment forms, grant eligibility, etc.) by linking the combined elections of two individual participants.
37. Collect and report Medicare information; file necessary reports to the Centers for Medicare and Medicaid Services (CMS), and manage Medicare reporting processes e.g. Medicare Part D subsidy, Medicare Secondary Payer (MSP), etc. as necessary during the term of this contract.

II. Benefits Data Warehouse

1. Provide a Benefits Data Warehouse for the County to query a number of reports to be designed at implementation and allow County to use the Benefits Data Warehouse to generate Ad hoc reports.
2. Provide the County with monthly active census reports showing all enrolled health plan participants and which reconciles to premium reports. In addition to demographic data, census reports must also include billing source. Census reports must also account for all participants on Direct Bill.
3. Provide the County with monthly retiree census reports showing all enrolled health plan participants and reconciles to premium reports. In addition to the retiree demographic data, census reports must also include but not limited to following information: billing source (i.e. OCERS pension), Retiree Grant Amount, Grant Usage, Medicare Part B reimbursement.

Attachment B – Redline Changes to Contract With Xerox

4. Provide the County with monthly active census reports for other benefits as requested.
5. Reports to generate on a participant, agency and summary level for subscribers and dependents.
6. System needs to be flexible enough to add reports or request reports based upon user defined criteria
7. System needs to be able to retain historical data.
8. Contractor to import the data so that it can be readily used by County Employee Benefits staff.

III. Administration Systems

1. Build and maintain benefits administration system to handle the County's health and welfare benefit programs.
2. Convert employee demographic and election data from the County's AHRS system.
3. Build and test the interfaces between the AHRS and OCERS systems and the Contractor's systems. If during the term of the contract, system upgrades occur to AHRS or OCERS systems, which do not require programming changes to the existing interfaces, Contractor will participate in testing at no additional charge.
4. Build and test interfaces to convert data from other County systems such as Word and Excel programs used to support direct billing and other vendor systems such as the COBRA, HCRA and DCRA administrator.
5. Build and test interfaces to systems including the County's payroll system, all county insurance carriers and any other related providers.
6. Reporting of monthly/quarterly vendor reconciliation status, results and outstanding items to County (reconciliation of vendor eligibility interfaces, direct billing reconciliation, FSA administration reconciliation, etc.).
7. Calculate plan eligibility, rates, credits, plan limits, imputed income (life insurance, Domestic Partners, active and retired and retiree grant amounts, and deductions.
8. Maintain participant database which holds annual participant elections and the County's plan election cost information for multiple plan years of all health and welfare benefit coverages.
9. Maintain audit trail of participant election information transactions to ensure enrollment is within plan enrollment periods.
10. Maintain historical benefits enrollment information and have the ability to quote health and welfare benefits as requested by employees, retirees and/or County HR/Employee Benefits dating back to January 1, 2003.
11. Investigate and reconcile all eligibility questions and reports from carriers based on loading of transmitted eligibility information.
12. Calculate, track and report, for each retiree the data elements listed below. The information shall be reported to OCERS monthly:
 - a. The applicable monthly premium rate
 - b. The monthly grant amount to be applied to reduce health plan premium
 - c. The monthly grant amount to be applied to Medicare Part A or B premiums
 - d. The net monthly health premium deduction
 - e. Agency code for which the participant retired; must be able to keep the original agency code in place even in situations where a retired worker returns to work as a Working Retiree, possibly under a new agency.
 - f. Bargaining Unit for which the participant retired; must be able to keep the original bargaining unit in place even in situations where a retired worker returns to work as a Working Retiree, possibly under a different bargaining unit.

IV. Call Center and Operations Support

1. Provide a dedicated toll-free telephone number.
2. Responds to participant and the County staff questions.
3. Provides multi-lingual support or access to translation representatives.
4. Assists employees with IVR and Web enrollment/access needs
5. Representatives are available 7:30 a.m. to 5:30 p.m. PT. Monday through Friday, excluding the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
6. Serves in a participant advocate role to handle inquiries and solve eligibility or claim payment issues with carriers; ability to conference in Carrier to achieve resolution.

Attachment B – Redline Changes to Contract With Xerox

7. Ability to warm transfer a participant call to health carriers and vendors.
8. Staffing and continuous evaluation of service levels to the performance agreements set forth in the contract with the County.
9. Provide call tracking system and activity reports.
10. Provide digitized call recording system.
11. Provide case management system with read only system access to all County benefit department employees.
12. 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.
13. Provides the County with weekly updates on customer service activities including the reporting of trends and issues.
14. Forwards communications to participants.
15. Follows up with participants on the return of necessary forms and completion of enrollment activities.
16. Assists participants by taking benefit elections/transactions (annual enrollment, life events, etc).
17. Handles participant data requests.
18. Executes data file loads and transmissions and audits to ensure accuracy.
19. Advises the County of any employee benefit issues and/or problems and provides solution where applicable.
20. Conduct customer service performance surveys and provide results to the County quarterly.
21. Notify the County if there is any interruption of the phones that would prevent calls being routed to our dedicated customer service team.

V. COBRA/HIPAA Processing

1. Identify change in employment status from demographic feed and/or loss of dependent or participant coverage changes from the Web, or customer service unit.
2. Create and distribute termination of coverage notices (including COBRA, HIPAA) within the timeframes required by law.
3. Administer COBRA including all notifications, billings, collection of premiums, reporting to carriers on eligibility and payment of premiums.
4. Notify County payroll of deduction termination through the AHRIS payroll feed.
5. Notify carriers of change of participant benefit elections resulting from status change through eligibility feed.
6. Answer COBRA participant inquiries.
7. Provide monthly detailed reporting to the County for all COBRA participants.
8. Remit to the County all COBRA premium contributions collected on behalf of the County no later than the 20th day of each month.
9. Support timely resolution of escalated issues and appeals relative to COBRA.

VI. Communication and Enrollment Materials

1. Prepare, edit, print and mail out annual and ongoing benefits communications, e.g. guidebook, newsletters, customized letters and required notices. Additional communication strategy and design services such as branding and developing customized newsletters, enrollment guides, posters, etc. shall be provided at the County's written request subject to the rates identified in Attachment B.
2. Create annual enrollment communications including worksheets (benefits summary) and confirmation statements.
3. Create on-going enrollment worksheets and confirmation statements for new hires and status change events.
4. Maintain and distribute materials required to complete enrollments such as beneficiary and Evidence of Insurability forms.
5. Maintain and distribute annual enrollment and new hire packages.
6. Create life event packages, e.g. child turning age 19, 23, 25, retiree turning age 65.
7. Maintain and distribute status change event worksheets and forms related to status change events.
8. Create employee communication pieces that clearly explain the functionality and access to Web and IVR systems.

Attachment B – Redline Changes to Contract With Xerox

9. Create an employee/retiree communication piece that addresses the transition to the Contractor's new administration vendor SHPS for COBRA, HCRA/DCRA, Judges, OBP and monthly direct billing for active employees and retirees.
10. Create an employee/retiree communication piece explaining significant updates to the Web
11. Distribute enrollment materials as triggered by new hire and annual enrollment events
12. Distribute any additional piece 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. Maintain and mail plan collateral materials to plan participants upon request or as needed.
13. Mail out all Open Enrollment materials, e.g. Guidebooks, enrollment summaries, confirmation/benefits statements, HIPAA notice, Notice of Creditable coverage, PIN Reminders, benefits summary, etc.

VII. Client and Vendor Services

1. Provide access to Contractor's database for the County's Human Resources, Employee Benefits staff for purposes of inquiry and to view Case Management transactions and reporting (standard and ad hoc).
2. Provide onsite training to the County benefit staff on how to use the system.
3. Provide connectivity to the County systems in a cost effective manner.
4. Provide access to Contractor's database to the County *via* the Internet for inquiry.
5. Provide the County with viewing access to imaged documents.
6. Provide view-only access to the Contractor's case management and call tracking system to County of Orange benefits staff.
7. Update participant information on-line for carriers who permit this access.
8. Provide "Management Rights" access for the County Benefits staff to view current and historical benefit elections for County employees, retirees and COBRA participants.
9. Provide on-line read-only system access to all County benefit department employees.
10. Handle first level appeals received by the Contractor; forward to County as a second level appeal basis where applicable along with timeline and supporting documentation.

VIII. Cyclical Processing

1. Provide the County benefit plan active employee deduction information to County payroll (including retroactive adjustments); separate file detailing adjustments is required.
2. Provide the County detailed benefit plan retiree deduction information to OCERS.
3. Receive and process Intent to Retire and Deferred Commencement events from OCERS on a twice monthly basis.
4. Process direct bill to pension updates and retroactive retiree processing with OCERS on a monthly basis.
5. Provide carriers plan eligibility information for participants on a weekly or bi-weekly basis.
6. Administer COBRA weekly.
7. Administer HIPAA weekly.
8. Administer HCRA, DCRA, Section 132 (Education Account) and Judges Medical reimbursement account.
9. Administer OBP.
10. Administer direct bills for leaves of absence weekly.
11. Administer disabilities on occurrence basis.
12. Administer death claim processing on occurrence basis.
13. File necessary reporting to the Centers for Medicare and Medicaid Services (CMS).
14. Administer the Low Income Subsidy (LIS) Amounts (Kaiser and/or Blue Cross would pass a file with individual names and the month of coverage and low income subsidy amount. Contractor to verify if the retiree paid any out-of-pocket amounts. If so, they get the lesser of the low income subsidy 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 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 low income subsidy credit. It would segregate by plan –

Attachment B – Redline Changes to Contract With Xerox

- a. Blue Cross Private Fee for Service (PFFS) & Kaiser
- b. County credit vs. retiree credit
- c. Billing type OCERS vs. Direct Bill for retiree credit

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

15. Accept weekly (active) AHRS eligibility files from the County and accept twice monthly (retiree) OCERS files.

IX. Eligibility Determination

1. Identify newly eligible participants and determine effective dates based on each plan's eligibility.
2. Identify for each participant the eligible plans, costs, options and plan provisions.
3. Validate eligibility of benefit elections.
4. Administer plan eligibility provisions defined by the County and perform "reasonableness" edits against data driving eligibility.
5. Confirm benefit elections.
6. Determine and administer eligibility for life event changes.
7. Transmit eligibility information to carriers and vendors.
8. Resolve any eligibility issues directly with carriers, including reconciliation.

X. Employment Classification and Family Status Change Administration

1. Accept and process enrollment changes via Web, or through the Call Center.
2. Distribute enrollment information based on events triggered on the demographic feed or through notification of family status change on the Web, or through the Call Center.
3. Distribute supplemental forms and information required to complete the enrollment process (e.g. Evidence of Insurability form, KPSA, etc.)
4. Follow-up with participants on the return of necessary forms and completion of enrollment activities.
5. Create and distribute confirmation statements.
6. Answer participant inquires regarding the status change, resulting enrollment events and timeframe in which to respond.
7. Pass eligibility and enrollment information to carriers on a bi-weekly basis.
8. Calculate deduction and imputed income and pass this information to the County's AHRS payroll system.
9. Administer resulting benefit impacts of benefit pay changes.
10. Administer resulting benefit impacts of employment classification change.

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

1. Receive information from County payroll system regarding employees who are going on FMLA, unpaid leaves, and other types of leave of absence.
2. Determine appropriate status (paid or unpaid leave, Short Term Disability (STD) or Long Term Disability (LTD) for Management/Attorney/Craft & Plant groups) and establish appropriate payroll deduction or direct bill premium amounts and administer any changes to HCRA/DCRA/OBP participation and contribution amounts.
3. Coordinate with Administrator, Standard Insurance the amounts to be credited to the monthly premium report as a result of Waiver of Premiums.
4. Direct bill those employees who have to pay for their own premiums and are on unpaid leave status or those who do not have sufficient funds in their payroll check for which to take a deduction.
5. Accept participant payments via check or online payment services.
6. Provide website and IVR access for billing participants showing account information, including payment status, 24 hours a day, seven days a week.

Attachment B – Redline Changes to Contract With Xerox

7. Notify County when employee shows up as Return from Leave and coverage is about to be termed; active employees must maintain health plan coverage (no opt out); may add an opt out program for employees in near future.
8. Receive 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.
9. Provide a bi-weekly FMLA/LOA status and deductions report to the County's Human Resources, Employee Benefits Department.
10. Report on any transactions that are inconsistent with the County's leave policies based on transmitted Payroll file.
11. Provide the County with recorded calls as needed on specific participant issues through the use of an advanced call tracking system.
12. Provide the County with the results of billing accuracy and customer service audits for these programs, even if subcontracted.
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.
14. Remit to the County all premium contributions collected on behalf of the County no later than the 20th day of each month.

XII. HCRA, DCRA, Section 132 (Educational and Professional Expenses) and Judges PERS Reimbursement Account Administration – “Spending Account Administration”

1. Create participant accounts.
2. Fund accounts through County payroll feeds (bi-weekly).
3. Provide both Debit Card (real time) and claim forms as methods of reimbursement.
4. Distribute Claims forms upon request; provide on-line access to claim forms.
5. Allow participants to submit claims and backup documentation *via* fax or mail.
6. Provide online models and calculators.
7. Provide Web-portal access to account history, balance, review of reimbursement status, client specific eligibility guides, and tracking out of pocket healthcare expenses.
8. Reimburse eligible participant claims within 15 days of receipt of claim issuing checks or direct deposits on a daily basis.
9. Create and distribute notifications such as explanation of payment, check or direct deposit, account balances, claim denial, partial payments, returned checks, etc. within 15 days.
10. Maintain account balances.
11. Counsel participants on questions about the County's Section 125 Plan based on information provided by the County.
12. Reconcile elections, payroll deduction registers, OBP allocated amounts to HCRA and Section 132 (Education account) and claim payments.
13. Answer participant questions regarding claims, balances, eligible expenses, etc. *via* Call Center; hours of operation shall be 5:00 a.m. PT to 5:00 p.m. PT, Monday through Friday.
14. Provide Toll Free Interactive Voice Response System available for account balance and claim payment information, 24 hours a day, seven days a week/
15. Create forfeiture reports to participants and the County annually.
16. Provide Quarterly participant statements and management reports to the County with the specified data elements and sorts.
17. Provide reminder in January of each year to the participant that the claims filing deadline is March 31st for eligible claims incurred in the prior plan year.
18. Provide quarterly participant statements and reports to the County with the specified data elements and sorts by required deadlines.
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.
20. Ensure quality control of customer service responses given for the spending accounts.

Attachment B – Redline Changes to Contract With Xerox

21. Provide County with imaged claims on an as needed basis for review of second level appeal and/or escalated claims issues.
22. Consult with IRS on claims received for questionable expenses.
23. Accept after-tax contributions for HCRA participants on unpaid leave or on COBRA.
24. Provide the County with the results of processing accuracy and customer service audits for these programs, even if subcontracted.
25. Conduct HCRA/DCRA administration; if service is subcontracted, Contractor must ensure appropriate controls and periodic audit functions are in place. Contractor must provide for the use of a Debit Card.
26. Track and provide a report 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)
 - e. Section 132 (Education/Professional Reimbursement Account) – *Contractor/County's* payroll feed (combo)
27. Edit each employee's OBP annual elections to ensure that they do not exceed the maximum OBP amount allowed for each eligible employee. Web should automatically edit the maximum limits.
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.
29. Contractor to provide a quarterly and year end reconciliation for all HCRA and DCRA accounts; this includes a reporting and reconciliation of all forfeitures.
30. Contractor to supply census data for the annual HCRA/DCRA non-discrimination testing.
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 awaiting processing is greater than 5%, contractor shall have 7 calendar days to complete claims processing for these claims.

XIII. Interfaces (Carriers and the County)

1. Define requirements for interfaces based on carrier requirements.
2. Develop standard interfaces using carrier's standard layouts and formats.
3. Accept the County HRIS feeds using standardized transmission methods (PGP/FTP).
4. Provide transmission status reports to the County following each transmission.
5. 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.
6. Develop payroll interfaces to the County AHRS using the County's format.
7. Develop interface to OCERS in the format provided by OCERS.
8. Produce vendor feeds using electronic transmission methods where applicable, e.g. includes all carrier eligibility/enrollment transmissions such as Walgreens Health Initiatives, Blue Shield (Health and Dental), Kaiser, ACS-HR Solutions Exclusive Care, CIGNA, Standard Insurance, Blue Cross, Centers for Medicare and Medicaid (CMS), etc.
9. Produce vendor feeds using paper formats where unable to cost effectively automate.
10. Transmit participant deductions *via* (PGP/FTP) to the County bi-weekly (may increase cycle to weekly).
11. 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.
12. Contractor to participate in any impact analysis and testing for potential systems upgrades.
13. 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 our systems.

Attachment B – Redline Changes to Contract With Xerox

14. Process retroactive adjustments to payroll deductions as specified by the County, for retroactive enrollments, deductions, and credits to OCERS, or direct bill vendor when applicable.
15. Carefully review and take appropriate actions for edits, errors and omissions reported to the Contractor by the Orange County Employees Retirement System (OCERS).
16. 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 during implementation.
17. For Peace Officers, receive enrollment information from the bargaining unit (AOCDS) determine and input 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.

XIV. IVR and Web Systems

1. Build and maintain IVR and Web systems for Open Enrollment and ongoing new hire enrollment and status changes.
2. Build and maintain IVR and Web systems for active, COBRA, disabled, terminated, retiree and survivor plan participants.
3. Build and maintain a Web based employee and 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.
 - a. Optional Health Plan Comparison Tool (see additional fees, Attachment B)
 - i. Mapping of 1.5 years of claims and enrollment data from each County health plan vendor (vendor required to meet minimum data specifications)
 - ii. Utilize participants actual medical and prescription drug utilization and charge information from previous plan years to assist with prediction of future costs
 - iii. Using claims information, apply County plan designs for selected health plan options, and apply modeling algorithms to determine the employees cost share under each option.
 - iv. Apply actual participant specific premiums and incorporate into overall annual costs.
4. Provide toll-free access during Call Center hours of operations for participants to do the following through a benefit center representative:
 - 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/dropping dependents
 - f. receive spending account balance and activity
 - g. perform all event and change processing
 - h. information on where to contact the benefit plan
5. Provide 24/7 access via the Benefits Center Website 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/dropping dependents
 - f. receive spending account balance and activity
 - g. perform all event and change processing
 - h. information on where to contact the benefit plan
6. IVR capability to opt out to a benefits service representative to provide information and/or take participant elections during Call Center hours of operations.
7. IVR call transfer capabilities to carriers and related groups (EAP, etc.).
8. Maintain PIN numbers and passwords for participants; forget your PIN feature.
9. Provide Web links to other vendor sites, e.g. health, group plans, unions, etc.
10. Maintain and distribute plan documents, benefits forms, and claim forms on-line.

Attachment B – Redline Changes to Contract With Xerox

11. Provide for the update of plan documents and forms via the web throughout the year.
12. Provide a “contact us” feature via the web site
13. Provide the County with 10 -15 random recorded calls (mixture of active and retiree calls) monthly.
14. Provide a demonstration for County’s use at the County’s Annual Health Fair to demonstrate Web features for County participants.

XV. Ongoing Changes

1. Ability/Flexibility to add new retiree and/or active health plan options and/or vendors at no cost to the County, e.g. Consumer Driven Health Plan with an HSA, limited to one (1) per year, system/programming updates (Web, Call Center, Fulfillment, IVR, etc.) related to a change in County health and welfare plan vendor. To the extent the change involves interfaces between Contractor and the vendor, the fee will be waived provided Contractor has an existing relationship with the carrier and traditional/best practice approach is used.
2. Ability/Flexibility to add new programs, e.g. Wellness Program, Health Reimbursement Arrangement (HRA), Long Term Care, Vision, etc. The addition of new functionality and/or programs may be subject to Attachment B, subparagraph 1.c. “Additional Fees.”
3. Ability/Flexibility to add additional bargaining units to the Retiree Health Grant administration. The addition of new functionality and/or programs may be subject to Attachment B, subparagraph 1.c. “Additional Fees.”
4. Update to Web, IVR, fulfillment, training, and system programming necessary to implement annual changes in participant group eligibility from one existing option to another at no charge to County. Examples include adding a new bargaining unit to an existing benefit eligibility group on the employee eligibility matrix or Craft and Plant group becoming eligible for a different group on the employee eligibility matrix.
5. Update to Web fulfillment, training, and system programming necessary to implement annual changes in plan benefits information such as copayments, deductibles, etc. at no charge to County. Implementation of new benefits programs and/or development of new unique participant eligibility groups shall be subject to Attachment B, subparagraph 1.c. “Additional Fees.”
6. Update written documentation of plan provisions, event rules, and special processes.
7. Program and test ongoing updates to plan provisions, event rules, and special processes
8. Administer contract in accordance with County rules documents.
9. Calculate/upload/verify employer and employee costs and coverage amounts.
10. Produce benefits summary statements (mass mailing).
11. Produce Confirmation Statements (mass mailing).
12. Update requirements definitions (rules and processing guidelines) at least annually.
13. Update eligibility and zip code tables
14. Update rate tables (twice annually)
15. Update and store all enrollment packets, plan documents, web links, and all other applicable forms.
16. Full cycle system testing.
17. Review and update system as applicable all carrier feeds.
18. Enrollment edit/follow up processing-default elections.
19. Periodic web site updates for changes from the County.
20. Train Call Center on updated changes

XVI. Production and Mailroom Support

1. Maintain electronic participant “files” for benefit information.
2. Maintain electronic records of correspondence received and sent.
3. Maintain image of incoming mail with date tracking; call center representatives and the County must be able to view imaged documents.
4. Store, collate, and fulfill enrollment packets, forms, guidebooks, and notifications.

XVII. Project Management and Administration Consulting

1. Produce initial and subsequent requirements definition for each plan.

Attachment B – Redline Changes to Contract With Xerox

2. Recommend process improvements.
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.
4. Compare existing administrative processes with Contractor’s best practices.
5. Notify County of upcoming compliance issues that Contractor is implementing for its other clients.
6. Review plan design materials provided by County or its outside consultant. Update Contractor business requirements and administration documents for plan designs.
7. 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 XV, Ongoing Changes..

XVIII. Reporting

1. Provide the County with required reports on a predetermined basis. Reports will be delivered on CD and in hardcopy and/or other electronic media as required; all reports will need to be sent *via* electronic copy to the County.
2. Conduct quarterly meetings with the County to review account status and performance.
3. Contractor to accept all entries into the County’s HRIS system showing the transaction history within a given reporting period, e.g. employee went from active “A” status to “F” Family Leave and returned to “A” status all within the same bi-weekly pay period.
4. Create monthly reports on Contractor’s performance against mutually agreed to performance standards.
5. 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.
6. Contractor to provide weekly Dashboard report showing Customer Service Staffing levels, Escalations from the County, Exception Processing, Human Resources/Agency Referrals, Weekly Training Focus, Weekly Call Volume, and Items for Discussion.
7. Contractor to provide bi-weekly report on all exception processing transactions.
8. Contractor to track and report on the number of retirees electing to opt out of a health plan on a monthly basis.
9. Direct bill reports to include breakdown by type of participant, e.g. active, retiree, or COBRA, billing type, and amount billed and collected.
10. Provide monthly client reporting packages.
11. Provide access to on-line reporting tools as they become available.
12. Handle ad hoc reporting requests; provide allowance of 50 hours of ad hoc reporting per each contract year. Unused ad-hoc hours can be carried over to the following Contract year and any subsequent renewal years. Each Contract year will have a maximum number of ad hoc reporting hours not to exceed 100 hours.
13. Provide comprehensive annual enrollment reports.
14. Provide the County with a comprehensive management reporting package including monthly and quarterly participant services reports.
15. Provide access to on-line reporting tools (see also the Benefits Data Warehouse and Reporting section below)
16. Provide the County with ad hoc reports as requested (50 hours per contract year). Unused ad-hoc hours can be carried over to the following Contract year and any subsequent renewal years.
17. Create/provide 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 payments.
18. Create, adjust for retroactive actions, and reconcile premium reports for monthly premium payment.
19. If not available as part of the online reporting tool, Contractor will provide one (1) County Master Data File per year at no additional charge to County, format of file to be confirmed in writing prior to the start of work. If the Benefits Data Warehouse and/or the On-line reporting tool cannot provide the data files necessary to conduct annual mailings to participant sub-populations by plan, coverage level, bargaining unit, age, and Medicare status, Contractor shall provide up to five (5) mailing data files for purposes of annual Open Enrollment communications.

XIX. Retiree Health Grant

1. Accurately process and report on the complex Retiree Health Grant for specific bargaining units calculations 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:
 - i. Maximum grant adjustment amount each year is between 3% and 5% depending on bargaining unit upon retirement.
 - ii. 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).
 - iii. 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.
 - iv. The 7.5% adjustment does not apply to Safety positions.
 - v. Program unique setup as it relates to disability retirements.
2. Contractor must be able to automate the calculation for each retiree eligible for the Retiree Health Grant.
3. Upgrade existing OCERS interface to accept dates associated with service hour buy back as it relates to the Retiree Health Grant. This process includes using pre-established criteria for determining eligible buy back service hours when buy back hours as provided on the OCERS interface. Only hours of buy back within eligible date ranges will be accepted for purposes of calculating the Grant.
4. Provide necessary reporting and transmission of detailed health and Medicare grant reimbursement amounts to the County and OCERS.

XX. Rules and Processing Guidelines Documentation

1. Fully and accurately document all rules and processing guidelines for all County health and welfare plans.
2. Update the rules and processing guidelines on an as needed basis and send updates to the County.
3. Provide the County an opportunity to review the guidelines at least semi-annually.
4. Submit to the County the finalized guidelines as an electronic PDF Document.
5. Ensure all updates to the rules and processing guidelines are accurately transferred to the on-line web tool, communications and call center reference tools.

XXI. Run-out processing

1. Contractor to process Open Enrollment through final year of contract. If at the end of the final year, contract is transitioned to another contractor, Contractor will ensure the smooth transition to the new contractor and carryout the Open Enrollment Period and transfer enrollment data following the close of Open Enrollment. All relevant Open Enrollment elections and statistical reporting must be provided by Contractor no later than January 31st following the prior Open Enrollment period.
2. Contractor to agree to provide all necessary reporting and electronic media to ensure the smooth transition to new contractor. This includes all historical imaged data, CMS reporting, and ANSI 834 compliant files. Contractor agrees to transfer data in a timely manner so new contractor can upload and view data prior to the start of January 1st implementation.
3. Contractor to process and reconcile run-out claims related to the HCRA/DCRA/OBP/Section 132/Judge/COBRA/Leave billing. Claims filing deadline for the HCRA/DCRA plans is March 31st following the close of the plan year. Contractor to ensure smooth transition of COBRA and Leave billings to new Contractor. Contractor shall manage all final payments for coverage through the end of the plan year, including retroactive processing/notifications. All relevant files and statistical reporting must be provided by Contractor to the new contractor no later than May 31.
4. Contractor to finalize all appeals on hand. Should some appeals result at a later date, Contractor agrees to provide historical documentation.

Attachment B – Redline Changes to Contract With Xerox

5. Contractor shall provide upon request, individual recorded telephone calls and/or participant history and other information as needed by new contractor to respond to specific participant, client, or vendor inquiries or appeals.
6. Contractor to provide new contractor all rules and processing guidelines on hand.

XXII. Secure Email

1. Contractor will provide a secure email and file exchange workspace. Contractor shall comply with State and Federal laws for maintaining secure email.

XXIII. Self-Audits

1. Contractor to 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.
2. Finalize and document an ongoing audit plan by June 30, 2009.
3. On an annual basis, review, evaluate and document in Rules and Assumption Documentation all manual queries and administrative processes performed on the County accounts.

XXIV. System Maintenance and Support

1. Maintain all hardware and software owned and operated by Contractor in the administration of the County's benefit programs.
2. Ensure systems operate in compliance with plan provisions and administrative procedures.
3. Ensure systems are operational during normal scheduled hours.
4. Respond to and expeditiously fix any system-related issues.
5. Maintain back-up and disaster recovery plans for database and administration of the County's benefit plans. Maintain and routinely test security protocols.
6. Conduct regular SAS 70 reviews with results submitted to the County.
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.

XXV. Web Enhancements

1. Contractor to routinely monitor its web site and provide the County the opportunity to review and introduce changes to the way in which the material is presented and accessed throughout they year and during Open Enrollment.
2. Implement customizable Web landing page no later than January 1, 2010.

XXVI. Year-end Processing

1. Provide, if required, information necessary for the County to complete annual Form 5500 filings.
2. Produce Imputed Income file for the County payroll on company paid basic life insurance (to accompany per pay period calculations).
3. Produce detailed enrollment report for benefit plans.
4. 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.
5. 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.

Attachment B – Redline Changes to Contract With Xerox

XXVII. ACA Statements and Files

1. Create and distribute Form 1095 by January 31 of each Processing Year.
2. Create and process Form 1095 corrections.
3. Create Forms 1094-C and 1094-B for inclusion in the ACA Information Returns (AIR) XML file to the IRS by March of each Processing Year.
4. Create and Transmit AIR XML files to the IRS (including all Forms 1094s and 1095s) by March 31 of each Processing Year.
5. Create correction AIR XML Files as requested April through December of each Processing Year, and transmit to the IRS.

Services NOT being requested as part of this contract:

- Defined Benefit Extra Help Retirement Plan
- 401(a) Plan
- 457 Defined Contribution Plan
- Defined Contribution Extra Help Retirement Plan
- Retirement Pension Plan Administration

ATTACHMENT B

COMPENSATION / PAYMENT

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

- a. One-Time Implementation Fees: \$ 0 /one-time fee.
- b. Ongoing Fee: County shall pay Contractor the following ongoing fees:

Year	Fixed Annual Fee
January 1, 2010 - December 31, 2010	\$ <u>2,159,000</u> /year payable in equal installments monthly in advance in the amount of \$179,917 per month, starting January 1 st , 2010.
January 1, 2011 - December 31, 2011	\$ <u>2,159,000</u> /year payable in equal installments monthly in advance in the amount of \$179,917 per month
January 1, 2012 - December 31, 2012	\$ <u>2,159,000</u> /year payable in equal installments monthly in advance in the amount of \$179,917 per month
January 1, 2013 - December 31, 2013	\$ <u>2,159,000</u> /year payable in equal installments monthly in advance in the amount of \$179,917 per month
January 1, 2014 - December 31, 2014	\$ <u>2,159,000</u> /year payable in equal installments monthly in advance in the amount of \$179,917 per month
January 1, 2015 - December 31, 2015	\$ <u>2,159,000</u> /year payable in equal installments monthly in advance in the amount of \$179,917 [±] per month
January 1, 2016 - December 31, 2016	\$ <u>2,159,000</u> /year payable in equal installments monthly in advance in the amount of \$179,917 [±] per month

The ongoing fee will remain fixed for all seven (7) years of the contract (2010, 2011, 2012, 2013, 2014, 2015 and 2016).

- c. Additional Fees: County shall pay Contractor at the below hourly rates for work necessary to implement either Board-Directed Changes and/or Business Process or Service Improvements requested during the term of this Contract and either limited, or not included in the Scope of Work, Attachment A. Such work shall be requested and approved by the County prior to the commencement of work through a formal Change Order and includes, but is not limited to; system programming, testing, participant communication, Website updates, etc.. Examples of Board-Directed Changes include implementation of new benefit programs, or major restructuring of existing benefit programs typically due to labor negotiations and/or cost containment strategies. Examples of Business Process or Service Improvements include creation of new participant notifications and enrollment events, linking and tracking of specific benefit elections or benefit types, or changes to business rules impacting costs and/or eligibility after sign off.

Attachment B – Redline Changes to Contract With Xerox

Job Title	Hourly Rate
Director	\$ <u>400</u> /hour
Senior Consultant	\$ <u>350</u> /hour
Consultant	\$ <u>230</u> /hour
Associate	\$ <u>175</u> /hour
Administrative/Clerical	\$ <u>60</u> /hour

County estimates Additional Fee average usage per year as follows:

- 1) Board-Directed Changes: \$140,000 annually
- 2) Business Process or Service Improvements: \$25,000 annually

These are estimates only. Actual costs may exceed these estimates with County Project Manager approval.

d. Optional Spending Account Administration Fees:

Task	Fee
Programming and ad hoc reporting services beyond standard reports and available client reporting tool, per hour	\$175.00 per hour
Ongoing payroll feeds in excess of two per month	\$50.00 per feed
Debit Card	\$3.00 per Welcome Kit, \$0.83 PPPM

Implementation of Optional Spending Account services must be requested in writing by County and a formal implementation plan approved prior to the start of work.

- e, File Transmission Costs: Fee for additional interfaces limited, or not included in the Scope of Work, Attachment A. If interfaces will continue on an ongoing basis, such as additional monthly interfaces associated with a new vendor, fees for the ongoing interfaces shall be added as an additional item to the current ongoing fees as identified in 1.b; ongoing fee, and invoiced monthly with said fees.

Additional Interface	Fee
Per interface charge	\$500

f. Optional Claims Data Component for Health Plan Evaluator Tool :

The Health Plan Evaluator Tool will be delivered through Contractor. This new tool will replace the existing Asparity decision tool. Core fees for the tool are included in ongoing fixed fees, subparagraph 1.b. above. The Health Plan Evaluator tool also has the ability to load employee-specific claim detail providing the employee with a customized, detailed overview of their annual healthcare spend. Fees for the enhanced Evaluator Tool with claims data are listed, below. Implementation of the Claims Data Component of the Health Plan Evaluator Tool must be requested in writing by County and a formal implementation plan approved prior to the start of work.

Vendor Feed	Data Mapping Fee
Per Employee Per Year (PEPY)	\$1.00
Medical/Eligibility Feed per carrier/vendor	\$15,000 first year/ \$10,000 renewal per year

Attachment B – Redline Changes to Contract With Xerox

Rx Feed per carrier/vendor	\$15,000 first year/ \$10,000 renewal per year
Other (EAP, etc.) per carrier/vendor	\$15,000 first year/ \$10,000 renewal per year

- g. Run-Out Fees: County shall pay Contractor at the Additional Fee hourly rate set forth in subparagraph 1.c. above at the termination of this Contract for Run-Out services limited or not included in the Scope of Work, Attachment A. Such work shall be requested and approved by the County prior to the start of work through a formal Run-Out transition document. Additional fees incurred for Run-out work under this provision shall be invoiced following the completion of work, but no later than twelve months following the termination of the Contract.
- h. Communication Design/Development Fees: Following the County’s written request and approval of a Communications Project Plan, County shall pay Contractor the following fees for design, development, and distribution of new general participant notifications, booklets, newsletters, etc not already included in the Scope of Work, Attachment A.

Media	Description	Consulting Fees
Communication Strategy and Branding		
Communication strategy	<ul style="list-style-type: none"> • Planning meeting • Strategy document including key messages, media and implementation plan and project schedule 	Up to \$30,000 For 45-60 hours at a rate of \$500 per hour
Branding concepts	<ul style="list-style-type: none"> • Presentation of two branding concepts with further refinement of one, resulting in templates for PowerPoint presentations, Newsletters and Posters. 	Up to \$15,000 For 35-40 hours at a rate of \$375 per hour
Strategy and Branding Subtotal		Up to \$45,000
Open Enrollment Materials and Personalized Enrollment Packet*		
Regular employee enrollment guide	<ul style="list-style-type: none"> • Writing and design of up to 56-page booklet (with up to 24 pages of new copy) 	Up to \$45,000 For 85-112.5 hours at a rate of \$400 per hour
Retiree enrollment guide	<ul style="list-style-type: none"> • Writing and design of 8 to 12-page booklet 	Up to \$18,000 For 40-45 hours at a rate of \$400 per hour
Enrollment packet envelope	<ul style="list-style-type: none"> • Envelope for personalized enrollment package 	Up to \$ 1,500 For 3-4 hours at a rate of \$375 per hour
Enrollment packet cover letter	<ul style="list-style-type: none"> • Text for personalized cover letter 	Up to \$ 2,000 For 3-5 hours at a rate of \$400 per hour
Promotional posters	<ul style="list-style-type: none"> • Two promotional posters 	Up to \$10,000 for 2 posters For 24-25 hours at a rate of \$400 per hour

Attachment B – Redline Changes to Contract With Xerox

Open Enrollment Materials and Personalized Enrollment Packet Subtotal		Up to \$76,500
Total		Up to \$121,500
Benefits Newsletters (Ongoing Cost)**		
Current Employee Newsletter	<ul style="list-style-type: none"> Four-page newsletter to be delivered quarterly 	Up to \$10,000 per quarter For 20-25 hours at a rate of \$400 per hour
Retiree Newsletter	<ul style="list-style-type: none"> Four-page newsletter to be delivered bi-annually 	Up to \$10,000 twice a year For 20-25 hours at a rate of \$400 per hour
Benefits Newsletters Subtotal		Up to \$60,000
Annual and Ongoing Distribution of Summaries of Benefits and Coverage to Active Employees (required as part of Health Care Reform)		Up to \$10,000
Grand Total***		Up to \$191,500

* Assumes that printing and distribution of personalized annual enrollment statements, once re-designed would be provided by Contractor as described in Scope of Work, Attachment A, 1. Annual Enrollment Services and VI. Communication and Enrollment Services at no additional charge include system-generated communications such as open enrollment worksheets (8.5” x 11” personalized), confirmation statements, participant statements, election forms and certain letters.

** Estimated annual subtotal based on four newsletters per year for the active employee populations and bi-annually for the retiree population. Wellness content should be included in each newsletter, or a standalone Wellness Newsletter could be produced for a similar cost as the Current Employee Newsletter.

*** Does not include onsite employee meetings including annual enrollment health fairs.

Contractor fee estimate includes writing, design, programming, and project management. Except for the distribution of the Summaries of Benefits and Coverage (SBC), it does not include travel expenses, video, printing, CD duplication, postage, or taxes. Cost for the distribution of SBCs includes the costs for additional handling and mailing costs to add the documents in the enrollment packages. In addition, Contractor’s estimate assumes that the first and second drafts of all materials are delivered in Word, and third and final drafts in layout. If additional drafts are required, fees as noted in the table above will apply, subject to the hour and dollar limits set forth above. Contractor shall alert the County in advance if changes will result in additional hours and will obtain County’s written approval.

Contractor’s fees include system-generated outsourcing communications associated with the rollout of the new services, and ongoing communications such as open enrollment worksheets (8.5” x 11” personalized), confirmation statements, participant statements, election forms and certain letters. Except where expressly defined in Attachment A the Statement of work, Contractor’s fees do not include plan change related communications, brochures, educational pieces, elaborate life-event kits or other materials that would be part of a broader communications campaign. The fees presented also do not include the distribution of provider directories and other HR communications.

i. **Annual Ongoing/Correction ACA Statements and Files:** County shall pay Contractor at the below rates for the creation and issuance of annual ACA statements and files. Payment for Annual Statement and IRS File Creation participant fee will be based on the actual number of participants who are issued statements and

Attachment B – Redline Changes to Contract With Xerox

are included on the file each year; IRS File Creation Fee and Correction Fee will be based on the actual number of files sent to the IRS each year.

FUNCTION	Rate
Annual/Correction Statement - per participant statement issued	\$3.10/statement
IRS File Creation Fee – per participant fee (charged once annually)	.26/participant
IRS File Creation Fee – per file fee	\$345
Correction Fee - per file fee	\$500

2. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. 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:** Ongoing fees as described in 1.b. shall be paid in advance, on or before the first day of each month provided a valid invoice is received at least 30 days in advance. Payment for all other fees listed herein will be net 30 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.

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:** 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

Attachment B – Redline Changes to Contract With Xerox

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:

Accounting Manager
Human Resources, Employee Benefits
Hall of Administration
333 W. Santa Ana Blvd., 2nd Floor
Santa Ana, CA 92701

6. Contractor Fee Assumptions

- a. Fees presented in this proposal are based on the benefit program, participant census, and transaction information provided within the County of Orange California’s (“County”) RFP and in subsequent vendor questions and answers.
- b. Fees do not include any taxes (if applicable) that may be assessed in providing the services to the County. In preparing these fees Contractor has made assumptions (based on the information contained within the Scope of Work) and/or estimations (based on Contractor’s experience with the County as incumbent service provider), with respect to transaction and activity levels and/or participant census, allowing for a corridor of plus or minus five percent.
- c. The service period will commence effective January 1, 2010 and run for a term of seven years, ending December 31, 2016. Implementation work as described in Attachment D, Project Schedule/Implementation Plan will begin prior to the January 1, 2010 effective date in order to comply with the requirement that services be “ready for service” on January 1, 2010.
 - H&W Program: Contractor assumed a participant census of approximately 21,000 eligible participants (hereby defined as subscribers). The Parties agree that if, during the Term of the Contract, the number of eligible participants decreases by more than 15%, the County reserves the right to renegotiate the ongoing fees.
 - Contractor’s fees are based on the current plan features and administrative requirements presented in the County’s Scope of Work.
- d. COBRA, Direct Bill and Spending Account Administration: Contractor assumes administrative services currently provided by Ceridian will be converted to SHPS. These services specifically include: HCRA/DCRA administration, administration of the OBP plan, administration of the COBRA and HIPAA administration. Direct Bill. Fees for these services as described in the Scope of Work, Attachment A, are included in the monthly fixed fees, subparagraph 1.b., excluding any newly requested features such as spending account debit cards. Fees for these services are listed in Additional Fees, subparagraph 1.c.
- e. COBRA/HIPAA
Key Assumptions include:
 - January 1, 2010 effective date
 - 69 existing COBRA participants
 - 1858 QLE/year
 - SHPS retains the 2% administration fee

Attachment B – Redline Changes to Contract With Xerox

- 2,350 HIPAA notices

f. HCRA/DCRA

Key assumptions include:

- January 1, 2010 effective date
 - 146 HCRA participants
 - 905 DCRA participants
 - 2,100 participants eligible for the OBP account
 - Issuance of daily reimbursements
 - Custom Claim Form
 - Online claim submission via document imaging
 - All enrolled participants will receive a debit card (only if County elects Option Debit Card services as described in 1.c.)
 - All card-based transactions require 100% substantiation according to IRS 2003-43
- g. Ad-hoc reporting: To better suit the reporting needs, Contractor will implement a new reporting tool for the County. Three licenses have been included in Contractor's base fee. If additional licenses are required, each additional license will cost \$100. Contractor's fees also include ad hoc reporting hours equal to 50 hours per year.
- h. Web and IVR Application: Contractor fees assume that the County will continue to use Contractor's standard Web site model, which has been configured for the County, and will be enhanced with the new customizable Web Landing Page. Work related to integrating Contractor's application with other County Web sites, or enhancing the application for communication or other purposes, is not included.
- i. Employee Communications: Contractor fees assume distribution of Benefit Enrollment Guides one time annually for existing employees and one time for newly hired or newly eligible employees based on the County's current Benefit Enrollment Guide. Distribution will be via regular mail. Alternatively, Contractor is able to offer the County the option of distributing population specific Benefits Enrollment Guides via CD, as an environmentally attractive alternative.

7. Upfront Costs/Early Termination for Optional Services if elected

Any associated upfront costs incurred for Contractor's implementation of Optional Services in 1.c. or 1.d. will be recovered from the County on a pro-rata basis if Contractor services are terminated prior to Contract end for any reason other than Contractor's material breach of Contract or the other cause-related justifications for termination that are specified in paragraph 31(a)-(d) of the Contract. If the County terminates the Contract prior to December 31, 2014 and elects the services associated with the debit card for spending accounts, or the optional claims component for the health plan comparison tool, Contractor would bill the County on a prorated basis for any unpaid fees for those services if fully implemented. Early termination fees that would apply are:

- a. For the debit card for the spending account, early termination fees would apply if the debit card services are terminated prior to end of the first contract year \$3.00 for each welcome kit for each participant.

Attachment B – Redline Changes to Contract With Xerox

- b. For the optional claims component for the health plan comparison tools, early termination fees would equal:

\$15,000 for each carrier feed if terminated prior to 12.31.10

\$12,000 for each carrier feed if terminated prior to 12.31.11

\$9,000 for each carrier feed if terminated prior to 12.31.12

\$6,000 for each carrier feed if terminated prior to 12.31.13

\$3,000 for each carrier feed if terminated prior to 12.31.14

8. Operational Efficiencies

As Contractor and County identify potential areas for operational improvement at a potential cost reduction to the County savings from these programs may be used to fund additional projects to support the County’s long term goals such as the introduction of consumer health care, eligibility audits and other programs which are expected to yield long term savings to the County and provide competitive benefit programs for the County employees.

ATTACHMENT C

STAFFING PLAN

1. Core Account Team Members

Name	Classification/Title
<u>Nancy Sabatiel</u>	<u>Regional Vice President</u>
Sarah Shoiock	<u>Strategic Business Manager</u> : Day to Day operations manager that is in regular contact with the Contractor’s account team and County project manager to proactively communicate and address issues an ensure contract requirements are being met on a daily basis. Manages the priorities, resources, and results of their team to ensure County objectives are met. Manage special and large projects, oversee day to day operations of subcontracted services, communicate changes that may affect both parties and ensure all interested parties are informed.
<u>Darla Brown</u>	<u>Project Manager</u> : together with the H&W Service Delivery Manager, is responsible for management and success of Annual Open Enrollment, managing the details and scope of projects initiated throughout the year and subsequently keeping Contractor and County documentation current. Works with carrier contacts to resolve participant issues and handles escalated operations items from Benefits Center and County. The maintenance and updates to communications (fulfillment, Web, IVR) are also coordinated by the Project Manager. 100% dedicated to County.
<u>James Carovillano</u>	<u>Technical Analyst</u> : Understanding of the day to day operations functions relative to the County account to act as liaison between Contractor’s programming staff, Contractor’s Account Team, and County Account Team to address issues, recommend solutions, and make ongoing improvements and changes as needed, including but not limited to the Web, IVR, reporting, vendor interfaces, customer service tools, event processing and fulfillment. Ownership for H&W eligibility calc. Engine, business requirements and systems specifications. Responsible for data analysis, data mining, data clean up and data integration. 100% dedicated to County
<u>Karen Burgers</u>	<u>H&W Service Delivery Manager</u> : Responsible for the daily operation and oversight of the ongoing operations team assigned to the County account. Ensures proper training of staff, must monitor, report, and address service issues, and partner with County to ensure quality service is being provided to County participants. Overall Responsibility for successful implementation, works closely with the account team to ensure milestones and objectives are met. Responsible for scope and change management as well as communications management.
<u>Kerri Goodwin</u>	<u>Service Center Liaison/Customer Service Manager</u> : Responsible for daily operation and oversight of the dedicated customer service team assigned to the County account. Partners with Benefits Center Team Manager to ensure quality service is being provided to County participants. Responsible to ensure proper training of staff, ensuring contractual call center performance standards are met, analyzes statistical productivity reports and implements action plans in accordance with client expectations as well as manages

Attachment B – Redline Changes to Contract With Xerox

	call center service initiatives and resolutions. Ultimately responsible for the overall customer service satisfaction regarding participant services.
<u>Robert Wagner</u>	<u>Benefits Analyst – Carrier Files</u> : Ensure successful programming, transmission, receipt, and reconciliation of interfaces to and from County, County’s benefit plan vendors, Subcontractors, County payroll system, and OCERS. Prepares and transmits premium reports, acts as contact for questions and issues resolution for vendors. 100% dedicated to County
<u>John Wawryzinski</u>	<u>Technical Analyst / Claims and Appeals Coordinator</u> : Understanding of the day to day operations functions relative to the County account. act as liaison between Contractor’s programming staff, Contractor’s Account Team, and County Account Team to address issues, recommend solutions, and make ongoing improvements and changes as needed, including but not limited to the Web, IVR, reporting, vendor interfaces, customer service tools, event processing and fulfillment. Manage the County specific appeals process to ensure timeframes are met, complete information is provided to the County for decision making, and global issues are identified and addressed internally. 100% dedicated to County
<u>Adesimbo Shoyoye</u>	<u>Technical Analyst – Vendor Liaison</u> : Work with County benefit vendors, OCERS, Contractor Subcontractors to identify, research, and resolve both individual participant issues and issues that have a global and/or further reaching operational implication. Serves as the County’s subject matter expert/acts as on-floor support to the Benefits Specialists, and PASS management for the operations team. 100% dedicated to County
<u>Monica Womack</u>	<u>Benefits Center Team Manager</u> : Performance Management (quality, schedule and attendance), maintaining coverage to meet service levels, refresher training, daily interactions with Service Center Liaisons and managers, development of Benefits Center Representatives and Technical Analysts and hiring, interviewing, and terminations. 100% dedicated to County

Substitution or addition of Contractor’s key personnel in any given category or classification shall be allowed only with prior written approval of the County Project Manager.

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.

2. Sub-contractor(s)

In accordance with Article 12 of the Contract, “Assignment or Sub-Contracting”, listed below are subcontractor(s) anticipated by Contractor to perform services specified in this Contract.

<u>Company Name</u>	<u>Staff Name</u>
<u>Bowne Enterprise Solutions LLC</u>	Fulfillment services
<u>Contact Solutions, Inc.</u>	Telecommunication application services
<u>Iron Mountain</u>	Off-site document storage
<u>SHPS</u>	COBRA, Direct Billing, Health Care Reimbursement Account, Dependent Care Reimbursement Account, OBP and Judges

Attachment B – Redline Changes to Contract With Xerox

	Accounts
--	----------

ATTACHMENT D

IMPLEMENTATION PLAN AND PROJECT SCHEDULE

To be revised as needed and mutually approved to coordinate with Open Enrollment for Plan Year starting 1/1/2010.

ID	% Complete	Unique ID	Task Name	Duration	Start	Finish	Resource Names
1	0%	114	County of Orange Enhancements	457 days	04/01/09	12/30/10	
2	0%	100	M: Project Start	0 days	04/01/09	04/01/09	
3	0%	1	On-line Beneficiaries	87.5 days	04/01/09	On or before 1/1/2010	
4	0%	16	Discovery	54.5 days	04/01/09	06/16/09	
5	0%	30	Process	30 days	04/01/09	05/12/09	
6	0%	31	Meet with Client to discuss Online Beneficiary Process	0.5 days	04/01/09	04/01/09	XB analyst,HW SDM
7	0%	33	Create draft BRD for internal review	5 days	04/01/09	04/08/09	XB analyst
8	0%	34	Review and Walkthru of BRD with HW and Call Center	3 days	04/08/09	04/13/09	HW SDM[50%],XB analyst[50%]
9	0%	35	Update BRD with internal comments	1 day	04/13/09	04/14/09	XB analyst
10	0%	36	Internal Review of updated BRD	3 days	04/14/09	04/17/09	HW SDM
11	0%	38	D: Deliver 1st Draft of BRD to Client	0.5 days	04/17/09	04/17/09	XB analyst
12	0%	654	C: Review BRD	5 days	04/20/09	04/24/09	Client
13	0%	40	C: Walkthrough and Review 1st Draft BRD	5 days	04/24/09	05/01/09	Client
14	0%	41	Incorporate comments on 1st Draft BRD	3 days	05/04/09	05/06/09	XB analyst[33%]
15	0%	48	D: Deliver BRD to Client for approval	1 day	05/07/09	05/07/09	XB analyst
16	0%	49	C: Review BRD- final	3 days	05/07/09	05/12/09	Client
17	0%	50	M: Approve BRD	0 days	05/12/09	05/12/09	Client
18	0%	2	Web BRD	24.5 days	05/13/09	06/16/09	
19	0%	3	Update Web BRD with bene information	5 days	05/13/09	05/19/09	XB analyst[160%]

Attachment B – Redline Changes to Contract With Xerox

20	0%	4	Internal review	5 days	05/20/09	05/26/09	HW SDM
21	0%	5	Update BRD based on internal review	1 day	05/27/09	05/27/09	XB analyst
22	0%	6	D: Send BRD to client	0.5 days	05/28/09	05/28/09	XB analyst
23	0%	7	C: Walk through and review first draft of WEB BRD	5 days	05/28/09	06/04/09	XB analyst,HW SDM,Client
24	0%	13	Incorporate client comments on WEB BRD	5 days	06/04/09	06/11/09	XB analyst
25	0%	14	C: Review final draft of WEB BRD	3 days	06/11/09	06/16/09	Client
26	0%	15	M: Approve WEB BRD	0 days	06/16/09	06/16/09	Client
27	0%	17	Design	29.5 days	05/13/09	06/23/09	
28	0%	18	Web specifications	5 days	06/16/09	06/23/09	
29	0%	20	Draft Specifications	5 days	06/16/09	06/23/09	XB Systems Analyst[20%]
30	0%	21	M: Approve Specifications	0 days	06/23/09	06/23/09	XB Systems Analyst
31	0%	25	AIS Beneficiary Business Spec	6.66 days	05/13/09	05/21/09	
32	0%	26	Draft Specifications	5 days	05/13/09	05/19/09	XB analyst[40%]
33	0%	27	D: Submit Specifications	0 days	05/19/09	05/19/09	XB analyst
34	0%	28	Walk Through Specifications	1 day	05/20/09	05/21/09	XB analyst,HW SDM[67%]
35	0%	29	M: Approve Specifications	0 days	05/21/09	05/21/09	XB analyst
36	0%	61	AIS Beneficiary Technical Spec	5 days	05/21/09	05/28/09	
37	0%	62	Draft Technical Specifications	5 days	05/21/09	05/28/09	XB Systems Analyst[40%]
38	0%	63	D: Submit Specifications	0 days	05/28/09	05/28/09	XB Systems Analyst
39	0%	51	KNOVA	13.5 days	05/13/09	06/01/09	
40	0%	52	Update KNOVA for bene feature	5 days	05/13/09	05/19/09	XB analyst

Attachment B – Redline Changes to Contract With Xerox

41	0%	53	D: Submit for SME review	0 days	05/19/09	05/19/09	XB analyst
42	0%	54	SME review of 1st draft of KNOVA	5 days	05/20/09	05/26/09	HW SDM[20%]
43	0%	55	D: Provide comments on 1st draft	0.5 days	05/27/09	05/27/09	HW SDM
44	0%	56	Update KNOVA- 2nd draft	3 days	05/27/09	06/01/09	XB analyst[133%]
45	0%	60	M: Approve XB KNOVA Help	0 days	06/01/09	06/01/09	XB analyst
46	0%	80	Build	26.84 days	05/28/09	07/06/09	
47	0%	89	Web Beneficiary Build	9 days	06/23/09	07/06/09	
48	0%	65	Parameter Build	5 days	06/23/09	06/30/09	
49	0%	66	Program Application	5 days	06/23/09	06/30/09	XB Systems Analyst
50	0%	67	Web Stored Procedures	5 days	06/23/09	06/30/09	
51	0%	68	Program Web Stored Procedures	5 days	06/23/09	06/30/09	XB Sybase Programmer
52	0%	69	HTML Build	8.5 days	06/23/09	07/03/09	
53	0%	70	Program html	5 days	06/23/09	06/30/09	XB Web html programmer[60 %]
54	0%	71	Program WEB - HTML Text- Learn More, See Also, I Want to	5 days	06/23/09	06/30/09	XB Web html programmer[60 %]
55	0%	72	Obtain SSNNs for Unit Testing	0.5 days	06/30/09	06/30/09	XB Web html programmer
56	0%	73	Unit test WEB-HTML and Rework	3 days	07/01/09	07/03/09	XB Web html programmer
57	0%	74	Unit and Systems Testing	9 days	06/23/09	07/06/09	
58	0%	75	Create Unit and Systems Test Plans	3 days	06/23/09	06/26/09	XB Systems Analyst
59	0%	76	Obtain Test SSNs	0.5 days	06/26/09	06/26/09	XB Systems Analyst

Attachment B – Redline Changes to Contract With Xerox

60	0%	77	Unit Web Testing and Rework	2 days	06/30/09	07/02/09	XB Systems Analyst
61	0%	78	Execute Web Systems Test plan	2 days	07/02/09	07/06/09	XB Systems Analyst
62	0%	79	M: Transition the Web site for UAT testing	0 days	07/06/09	07/06/09	XB Systems Analyst
63	0%	81	AIS Beneficiary Build	5 days	05/28/09	06/04/09	
64	0%	82	Program Application	2 days	05/28/09	06/01/09	XB Sybase Programmer
65	0%	83	Create Unit and Systems Test Plans	1 day	05/28/09	05/29/09	XB Systems Analyst
66	0%	84	Obtain Test SSNNs	0.5 days	05/29/09	06/01/09	XB Systems Analyst
67	0%	85	Unit AIS Testing and Rework	2 days	06/01/09	06/03/09	XB Systems Analyst
68	0%	86	D: Move Application to TEST	0 days	06/03/09	06/03/09	XB Systems Analyst
69	0%	87	Execute AIS Systems Test plan	1 day	06/03/09	06/04/09	XB Systems Analyst
70	0%	88	M: Transition the AIS for UAT testing	0 days	06/04/09	06/04/09	XB Systems Analyst
71	0%	90	Test	49.84 days	05/21/09	07/30/09	
72	0%	108	Web	32 days	06/16/09	07/30/09	
73	0%	91	Beneficiary Web Test scripts	11 days	06/16/09	07/01/09	
74	0%	92	Create Web Test Cases	5 days	06/16/09	06/23/09	Test lead
75	0%	93	Find Web Test Data	5 days	06/23/09	06/30/09	Test lead
76	0%	94	Finalize Test Cases	1 day	06/30/09	07/01/09	Test lead
77	0%	109	Beneficiary Web Test execution	18 days	07/06/09	07/30/09	
78	0%	110	M: Begin Web UAT	0 days	07/06/09	07/06/09	Test lead
79	0%	111	Test Web Application - Phase 1	12 days	07/06/09	07/22/09	Test lead
80	0%	112	Test Web Application - Phase 2 (includes fixes)	6 days	07/22/09	07/30/09	Test lead, XB Systems Analyst
81	0%	113	M: Approve Web	0 days	07/30/09	07/30/09	Test lead
82	0%	107	AIS	20 days	05/21/09	06/18/09	

Attachment B – Redline Changes to Contract With Xerox

83	0%	95	Beneficiary AIS Test scripts	8 days	05/21/09	06/02/09	
84	0%	96	Prepare AIS UAT Test Cases	2 days	05/21/09	05/25/09	Test lead
85	0%	97	Find AIS Test Data	5 days	05/25/09	06/01/09	Test lead
86	0%	98	Finalize AIS Test Cases	1 day	06/01/09	06/02/09	Test lead
87	0%	103	Beneficiary AIS Test execution	10 days	06/04/09	06/18/09	
88	0%	104	Execute AIS UAT Test Cases-Phase I	5 days	06/04/09	06/11/09	Test lead
89	0%	105	Execute AIS UAT Test Cases-Phase II (includes fixes)	5 days	06/11/09	06/18/09	Test lead
90	0%	106	M: Approve AIS	0 days	06/18/09	06/18/09	Test lead
91	0%	101	Go Live	1 day	For OE 1/1/2010		
92	0%	102	Move AIS, Web and KNOVA to PROD	1 day	For OE 1/1/2010	For OE 1/1/2010	XB Systems Analyst
93	0%	115	BST	101 days	04/01/09	08/19/09	
94	0%	117	Discovery	26 days	04/01/09	05/06/09	
95	0%	118	Obtain Process BRD from Lead	1 day	04/01/09	04/01/09	XB analyst
96	0%	119	Gather Spec Templates and make Client Specific Changes	1 day	04/02/09	04/02/09	XB analyst
97	0%	120	Meet with Discipline Lead & SBU Lead to gather information for specs	10 days	04/03/09	04/16/09	XB analyst
98	0%	121	Submit 1st Draft of specs to SBU & Discipline Lead	1 day	04/17/09	04/17/09	XB analyst
99	0%	122	Conduct Review Meeting with SBU & Discipline Lead	1 day	04/21/09	04/21/09	XB analyst
100	0%	123	Update Specs with comments from review meeting	2 days	04/22/09	04/23/09	XB analyst
101	0%	124	Submit Specs to SBU & Discipline leads for review/signoff	1 day	04/24/09	04/24/09	XB analyst
102	0%	125	Update Specs with any comments	1 day	04/27/09	04/27/09	XB analyst
103	0%	126	Submit Specs to SBU, Discipline, Technology & Testing Leads	1 day	04/28/09	04/28/09	XB analyst
104	0%	127	Conduct Tech review meeting	1 day	05/01/09	05/01/09	XB analyst
105	0%	128	Update Specs with any comments obtained during Tech review	2 days	05/04/09	05/05/09	XB analyst
106	0%	129	Submit Final Specs to SBU, Discipline, Technology & Testing Leads	1 day	05/06/09	05/06/09	XB analyst
107	0%	130	Design	30 days	05/07/09	06/17/09	
108	0%	261	Tech spec	30 days	05/07/09	06/17/09	

Attachment B – Redline Changes to Contract With Xerox

109	0%	131	Review Requirements	10 days	05/07/09	05/20/09	XB analyst
110	0%	132	Create Tech Specs	20 days	05/21/09	06/17/09	XB analyst
111	0%	254	KNOVA	10.5 days	05/07/09	05/21/09	
112	0%	255	Update KNOVA for BST	5 days	05/07/09	05/13/09	XB analyst
113	0%	256	D: Submit for SME review	0 days	05/13/09	05/13/09	XB analyst
114	0%	257	SME review of 1st draft of KNOVA	1 day	05/14/09	05/14/09	HW SDM
115	0%	258	D: Provide comments on 1st draft	0.5 days	05/15/09	05/15/09	HW SDM
116	0%	259	Update KNOVA- 2nd draft	4 days	05/15/09	05/21/09	XB analyst
117	0%	260	M: Approve KNOVA Help	0 days	05/21/09	05/21/09	XB analyst
118	0%	116	Build	39 days	06/18/09	08/11/09	
119	0%	134	Build Case Tracking application	15 days	06/18/09	07/08/09	XB analyst
120	0%	141	Systems / Unit Test	10 days	07/09/09	07/22/09	
121	0%	142	Unit/System application	10 days	07/09/09	07/22/09	XB analyst
122	0%	157	BST Reports	14 days	07/23/09	08/11/09	
123	0%	158	Develop BST Reports	10 days	07/23/09	08/05/09	XB analyst
124	0%	159	Systems / Unit Test	3 days	08/06/09	08/10/09	XB analyst
125	0%	160	Turn over to UAT	1 day	08/11/09	08/11/09	XB analyst
126	0%	161	Test	44 days	06/18/09	08/18/09	
127	0%	655	Case Tracking Application	30 days	06/18/09	07/29/09	
128	0%	164	Review Specs/BRDs	1 day	06/18/09	06/18/09	XB analyst
129	0%	165	Create Test Scripts	2 days	06/19/09	06/22/09	XB analyst
130	0%	166	Execute Test Scripts	5 days	07/23/09	07/29/09	XB analyst
131	0%	249	BST Reports	5 days	08/12/09	08/18/09	
132	0%	250	Test reports	5 days	08/12/09	08/18/09	XB analyst
133	0%	329	Go Live	1 day	08/19/09	08/19/09	
134	0%	262	Move Functionality to Production	1 day	08/19/09	08/19/09	
135	0%	264	Move BST Functionality to Production	1 day	08/19/09	08/19/09	XB analyst
136	0%	274	Plan Comparison Tool	112.31 days	04/01/09	09/04/09	
137	0%	282	Discovery	10.25 days	04/01/09	04/15/09	

Attachment B – Redline Changes to Contract With Xerox

138	0%	275	Notify Bowers of new client	0.25 days	04/01/09	04/01/09	HW Business Analyst
139	0%	276	Complete plan attribute requirements and matrix document	10 days	04/01/09	04/15/09	HW Business Analyst[19%]
140	0%	283	Design	8 days	06/23/09	07/03/09	
141	0%	277	Review matrix with Client to verify plan information	3 days	06/23/09	06/26/09	H&W Core Systems Developer[13%]
142	0%	278	Provide completed matrix to Bowers	5 days	06/26/09	07/03/09	H&W Core Systems Developer[48%]
143	0%	284	Build	17 days	07/03/09	07/28/09	
144	0%	279	Bowers builds test site-Initial phase	5 days	07/03/09	07/10/09	Bowers
145	0%	280	Bowers builds test site-Final phase	5 days	07/10/09	07/17/09	Bowers
146	0%	281	Bowers unit tests site	7 days	07/17/09	07/28/09	Bowers
147	0%	285	Test	26.5 days	07/28/09	09/03/09	
148	0%	286	Prepare Test Cases	11.5 days	07/28/09	08/13/09	
149	0%	287	Prepare Bowers Test Cases	10 days	07/28/09	08/11/09	Test lead[50%]
150	0%	288	Find Bowers Test Data	1 day	08/11/09	08/12/09	Test lead
151	0%	289	Finalize Bowers Test Cases	0.5 days	08/12/09	08/13/09	Test lead
152	0%	290	Execute Test Cases	15 days	08/13/09	09/03/09	
153	0%	291	Test site-phase I	10 days	08/13/09	08/27/09	Test lead[50%]
154	0%	292	Test site-phase II (including bug fixes)	5 days	08/27/09	09/03/09	Test lead
155	0%	293	M: Signoff on site	0 days	09/03/09	09/03/09	Test lead
156	0%	325	Go Live	1 day	For OE 1/1/2010	For OE 1/1/2010	
157	0%	326	Move Bowers to PROD	1 day	09/03/09	09/04/09	HW Business Analyst
158	0%	324	Online Reporting - Cognos	98 days	04/01/09	08/14/09	
159	0%	294	Project Begins	1 day	04/01/09	04/01/09	
160	0%	295	Client Team Tasks	17 days	04/02/09	04/24/09	

Attachment B – Redline Changes to Contract With Xerox

161	0%	296	Planning Meeting	1 day	04/02/09	04/02/09	Cognos Lead,HW Business Analyst
162	0%	297	Complete Data Mapping Document	13 days	04/03/09	04/21/09	
163	0%	298	Identify Data Filtering Items	5 days	04/03/09	04/09/09	Client Team
164	0%	299	Identify Data Anomalies	5 days	04/10/09	04/16/09	Client Team
165	0%	300	Review Mapping Document	2 days	04/22/09	04/23/09	Cognos Lead,HW Business Analyst
166	0%	301	Identify Data Source	1 day	04/24/09	04/24/09	Client Team
167	0%	302	Technology Review of Document	3 days	04/27/09	04/29/09	Cognos Lead,TDD
168	0%	303	Identify Internal / External Users	53 days	04/27/09	07/08/09	HW Business Analyst
169	0%	304	Implementation Tasks	90 days	04/03/09	08/06/09	
170	0%	305	Obtain access to databases	5 days	04/03/09	04/09/09	Cognos Lead
171	0%	306	Implement H&W Reports Based on Mapping Document to Include Client Branding	25 days	04/30/09	06/03/09	TDD
172	0%	307	Move reports to UAT	2 days	06/04/09	06/05/09	TDD,HW Business Analyst
173	0%	308	Perform UAT Testing	5 days	07/09/09	07/15/09	
174	0%	309	Obtain User Feedback on Completed Reports	2 days	07/16/09	07/17/09	TDD,HW Business Analyst
175	0%	310	Review Completed	0 days	07/17/09	07/17/09	
176	0%	311	Update Reports Based on User Feedback	5 days	07/20/09	07/24/09	TDD
177	0%	312	Retest Updates	3 days	07/27/09	07/29/09	TDD,HW Business Analyst
178	0%	313	Enable Reports Against Entire Database and Test (in UAT)	2 days	07/30/09	07/31/09	TDD,HW Business Analyst
179	0%	314	Move Reports to Production and Test	2 days	08/03/09	08/04/09	TDD,HW Business Analyst
180	0%	315	Establish Userids in Production	2 days	08/05/09	08/06/09	TDD
181	0%	316	Develop Training Documentation	19 days	07/20/09	08/13/09	
182	0%	317	Develop Client Specific User Documentation	5 days	07/20/09	07/24/09	Cognos Lead

Attachment B – Redline Changes to Contract With Xerox

183	0%	318	Review Documentation	3 days	08/05/09	08/07/09	Client Team
184	0%	319	Update Documentation Based on User Feedback	2 days	08/10/09	08/11/09	Cognos Lead
185	0%	320	Final Review Meeting with Client Team	1 day	08/12/09	08/12/09	Cognos Lead,Client
186	0%	321	Review meeting with client	1 day	08/13/09	08/13/09	Cognos Lead
187	0%	322	Users Go Live with H&W Reports	1 day	01/01/10	01/01/10	Client
188	0%	323	M: Cognos Implementation Ends	0 days	08/14/09	08/14/09	
189	0%	330	COBRA	102 days	04/01/09	08/20/09	
190	0%	344	Discovery	38.5 days	04/01/09	05/25/09	
191	0%	331	BRD	31 days	04/01/09	05/13/09	
192	0%	332	Draft BRD	10 days	04/01/09	04/14/09	HW Business Analyst[65%]
193	0%	333	Internal review of BRD	3 days	04/15/09	04/17/09	HW SDM[33%]
194	0%	334	Update BRD based on internal comments	3 days	04/20/09	04/22/09	HW Business Analyst[67%]
195	0%	335	D: Send draft BRD to vendor for review- COBRA	0 days	04/22/09	04/22/09	HW SDM
196	0%	336	C: Vendor review and walkthrough of BRD - COBRA	5 days	04/23/09	04/29/09	Cobra Vendor[123%]
197	0%	337	Update BRD based on client comments	5 days	04/30/09	05/06/09	HW Business Analyst[20%]
198	0%	338	D: Deliver final COBRA BRD	0 days	05/06/09	05/06/09	HW SDM
199	0%	339	C: Final client comments on BRD - COBRA	5 days	05/06/09	05/13/09	Cobra Vendor
200	0%	340	M: Approve BRD	0 days	05/13/09	05/13/09	Cobra Vendor
201	0%	341	COBRA - Ongoing QLE Feed	7.5 days	05/14/09	05/25/09	
202	0%	342	Produce vendor file BRD	5 days	05/14/09	05/20/09	HW Business Analyst
203	0%	343	BRD Review & walkthrough	2.5 days	05/21/09	05/25/09	HW Business Analyst,HW SDM

Attachment B – Redline Changes to Contract With Xerox

204	0%	349	Design	6 days	05/25/09	06/02/09	
205	0%	345	COBRA QLE Feed	6 days	05/25/09	06/02/09	
206	0%	346	BRD Technology Review of	5 days	05/25/09	06/01/09	Technology Interface Programmer
207	0%	347	BRD Technology Approves	1 day	06/01/09	06/02/09	Technology Interface Programmer
208	0%	348	M: BRD sent to Developers	0 days	06/02/09	06/02/09	Technology Interface Programmer
209	0%	350	Build	33.5 days	05/14/09	06/30/09	
210	0%	351	Interface File	20 days	06/02/09	06/30/09	
211	0%	352	Initial Programming of the Interface File	10 days	06/02/09	06/16/09	HW vendor files-tech[50%]
212	0%	353	file Unit testing of interface	5 days	06/16/09	06/23/09	HW vendor files-tech[40%]
213	0%	354	Rework based on Unit/Systems Testing programming	5 days	06/23/09	06/30/09	HW vendor files-tech[40%]
214	0%	355	COBRA Rates	1 day	05/14/09	05/14/09	
215	0%	356	Review COBRA rates	1 day	05/14/09	05/14/09	HW Business Analyst
216	0%	357	Test	37.5 days	06/30/09	08/20/09	
217	0%	358	COBRA - Ongoing QLE Feed	37.5 days	06/30/09	08/20/09	
218	0%	359	D: Send Test File Vendor	0.5 days	06/30/09	06/30/09	HW Business Analyst
219	0%	360	Vendor tests COBRA file- round 1	5 days	06/30/09	07/07/09	Cobra Vendor
220	0%	361	Review/Receive Vendor Feedback	2 days	07/08/09	07/09/09	HW Business Analyst

Attachment B – Redline Changes to Contract With Xerox

221	0%	362	Rework-Based on Vendor Feedback File	5 days	07/10/09	07/16/09	HW vendor files-tech
222	0%	363	D: Send Test File Vendor	0.5 days	07/17/09	07/17/09	HW Business Analyst
223	0%	364	Vendor tests COBRA file- round 2	5 days	07/17/09	07/24/09	Cobra Vendor
224	0%	365	Review/Receive Vendor Feedback	2 days	07/24/09	07/28/09	HW Business Analyst
225	0%	366	Rework-Based on Vendor Feedback File	5 days	07/28/09	08/04/09	HW vendor files-tech
226	0%	367	D: Send Test File Vendor	0.5 days	08/04/09	08/04/09	HW Business Analyst
227	0%	368	Vendor tests COBRA file- round 3	5 days	08/04/09	08/11/09	Cobra Vendor
228	0%	369	Review/Receive Vendor Feedback	2 days	08/12/09	08/13/09	HW Business Analyst
229	0%	370	Rework-Based on Vendor Feedback File	5 days	08/14/09	08/20/09	HW vendor files-tech
230	0%	371	M: Sign-off from vendor	0 days	08/20/09	08/20/09	Cobra Vendor
231	0%	372	Inactive Payment (Direct Billing)	69.56 days	04/01/09	07/07/09	
232	0%	386	Discovery	27.5 days	04/01/09	05/08/09	
233	0%	373	Draft Inactive Payment BRD	10 days	04/01/09	04/14/09	HW Business Analyst[95%]
234	0%	374	Internal review of Inactive Payment BRD	1 day	04/15/09	04/15/09	HW SDM
235	0%	375	Update Inactive Payment BRD based on internal comments	1 day	04/16/09	04/16/09	HW Business Analyst
236	0%	376	D: Send 1st draft Inactive Payment BRD to client for review	0 days	04/16/09	04/16/09	HW Business Analyst
237	0%	377	C: Client review 1st draft of BRD - Inactive Payment (Direct Billing)	5 days	04/17/09	04/23/09	Client
238	0%	378	Update Inactive Payment BRD based on client comments	2.5 days	04/24/09	04/28/09	HW Business Analyst
239	0%	379	D: Send 2nd draft Inactive Payment BRD to client for review	0 days	04/28/09	04/28/09	HW Business Analyst

Attachment B – Redline Changes to Contract With Xerox

240	0%	381	C: Client review 2nd draft of BRD - Inactive Payment (Direct Billing)	3 days	04/28/09	05/01/09	Client
241	0%	382	Update Inactive Payment BRD based on client comments	2 days	05/01/09	05/05/09	HW Business Analyst
242	0%	383	D: Send final Inactive Payment BRD to client for review	0 days	05/05/09	05/05/09	HW Business Analyst
243	0%	384	C: Final client comments on BRD- Inactive Payment (Direct Billing)	3 days	05/05/09	05/08/09	Client
244	0%	385	M: Approve Inactive Payment BRD	0 days	05/08/09	05/08/09	Client
245	0%	387	Design	26.25 days	05/08/09	06/15/09	
246	0%	433	Inbound/Outbound Files	13.44 days	05/08/09	05/27/09	
247	0%	388	Inbound Daily Lockbox File	13.44 days	05/08/09	05/27/09	
248	0%	389	Produce Inbound Lockbox file BRD	3 days	05/08/09	05/13/09	HW Business Analyst
249	0%	390	File Transmission Setup-	5 days	05/13/09	05/20/09	Tech
250	0%	391	Establish Lockbox File test population	5 days	05/20/09	05/27/09	HW Business Analyst
251	0%	392	Inbound Checkbox File	13 days	05/08/09	05/27/09	
252	0%	393	Produce Inbound Checkbox file BRD	3 days	05/08/09	05/13/09	HW Business Analyst
253	0%	394	File Transmission Setup	5 days	05/13/09	05/20/09	Tech
254	0%	395	Establish Checkbox File test population	5 days	05/20/09	05/27/09	HW Business Analyst
255	0%	396	Outbound Debit file	13 days	05/08/09	05/27/09	
256	0%	397	Produce Outbound Debit File file BRD	3 days	05/08/09	05/13/09	HW Business Analyst
257	0%	398	File Transmission Setup-	5 days	05/13/09	05/20/09	Tech
258	0%	399	Establish Outbound Debit File test population	5 days	05/20/09	05/27/09	HW Business Analyst
259	0%	400	Outbound Refund file	13 days	05/08/09	05/27/09	
260	0%	401	Produce Outbound Refund File file BRD	3 days	05/08/09	05/13/09	HW Business Analyst
261	0%	402	File Transmission Setup-	5 days	05/13/09	05/20/09	Tech

Attachment B – Redline Changes to Contract With Xerox

262	0%	403	Establish Outbound Refund File test population	5 days	05/20/09	05/27/09	HW Business Analyst
263	0%	404	Spec Core System	26.25 days	05/08/09	06/15/09	
264	0%	405	Invoice Batch Proc	16.5 days	05/08/09	06/01/09	
265	0%	406	Spec batch proc and unit test plan	5 days	05/08/09	05/15/09	HW Business Analyst[54%]
266	0%	407	D: Send direct bill proc specs to technology	0.5 days	05/15/09	05/15/09	HW Business Analyst[25%]
267	0%	408	Technology reviews specs	3 days	05/18/09	05/20/09	HW Systems Analyst[27%]
268	0%	409	Update specs based on technology review	3 days	05/21/09	05/25/09	HW Business Analyst[27%]
269	0%	410	Review updated direct bill specs	5 days	05/26/09	06/01/09	HW Systems Analyst[33%]
270	0%	411	M: Technology approves invoice specs	0 days	06/01/09	06/01/09	HW Systems Analyst
271	0%	412	Insert Proc	16.5 days	05/08/09	06/01/09	
272	0%	413	Spec insert and and unit test plan	5 days	05/08/09	05/15/09	HW Business Analyst[81%]
273	0%	414	D: Send direct bill proc specs to technology	0.5 days	05/15/09	05/15/09	HW Business Analyst[25%]
274	0%	415	Technology reviews specs	3 days	05/18/09	05/20/09	HW Systems Analyst[27%]
275	0%	416	Update specs based on technology review	3 days	05/21/09	05/25/09	HW Business Analyst[27%]
276	0%	417	Review updated direct bill specs	5 days	05/26/09	06/01/09	HW Systems Analyst[33%]

Attachment B – Redline Changes to Contract With Xerox

277	0%	418	M: Technology approves insert specs	0 days	06/01/09	06/01/09	HW Systems Analyst
278	0%	419	Retro Proc	26.25 days	05/08/09	06/15/09	
279	0%	420	Spec retro proc and unit test plan	5 days	05/08/09	05/15/09	HW Business Analyst[81%]
280	0%	421	D: Send direct bill proc specs to technology	0.5 days	05/15/09	05/15/09	HW Business Analyst[25%]
281	0%	422	Technology reviews specs	3 days	05/29/09	06/03/09	HW Systems Analyst[27%]
282	0%	423	Update specs based on technology review	3 days	06/03/09	06/08/09	HW Business Analyst[27%]
283	0%	424	Review updated direct bill specs	5 days	06/08/09	06/15/09	HW Systems Analyst[33%]
284	0%	425	M: Technology approves retro specs	0 days	06/15/09	06/15/09	HW Systems Analyst
285	0%	426	Delinquency Proc	16.5 days	05/08/09	06/01/09	
286	0%	427	Spec delinquency charges proc and unit test plan	5 days	05/08/09	05/15/09	HW Business Analyst[81%]
287	0%	428	D: Send direct bill proc specs to technology	0.5 days	05/15/09	05/15/09	HW Business Analyst[25%]
288	0%	429	Technology reviews specs	3 days	05/18/09	05/20/09	HW Systems Analyst[27%]
289	0%	430	Update specs based on technology review	3 days	05/21/09	05/25/09	HW Business Analyst[27%]
290	0%	431	Review updated direct bill specs	5 days	05/26/09	06/01/09	HW Systems Analyst[33%]

Attachment B – Redline Changes to Contract With Xerox

291	0%	432	M: Technology approves delinquency specs	0 days	06/01/09	06/01/09	HW Systems Analyst
292	0%	456	Build	23.25 days	05/27/09	06/29/09	
293	0%	457	Interface Files (Direct Bill)	8.56 days	05/27/09	06/09/09	
294	0%	458	Inbound Daily Lockbox File	8.13 days	05/27/09	06/09/09	
295	0%	459	Create unit test plan	1.63 days	05/27/09	05/29/09	BNY Mellon
296	0%	460	Programming and unit test of interface	4.06 days	05/29/09	06/04/09	BNY Mellon
297	0%	461	ACS Send test file (1) to	2.44 days	06/04/09	06/09/09	BNY Mellon
298	0%	462	Checkbox file	8.13 days	05/27/09	06/08/09	
299	0%	463	Create unit test plan	1.63 days	05/27/09	05/29/09	BNY Mellon
300	0%	464	Programming and unit test of interface	4.06 days	05/29/09	06/04/09	BNY Mellon
301	0%	465	ACS Send test file (1) to	2.44 days	06/04/09	06/08/09	BNY Mellon
302	0%	466	Outbound Debit File	8.13 days	05/27/09	06/08/09	
303	0%	467	Create unit test plan	1.63 days	05/27/09	05/29/09	BNY Mellon
304	0%	468	Programming and unit test of interface	4.06 days	05/29/09	06/04/09	BNY Mellon
305	0%	469	ACS Send test file (1) to	2.44 days	06/04/09	06/08/09	BNY Mellon
306	0%	470	Outbound Refund File	8.13 days	05/27/09	06/08/09	
307	0%	471	Create unit test plan	1.63 days	05/27/09	05/29/09	BNY Mellon
308	0%	472	Programming and unit test of interface	4.06 days	05/29/09	06/04/09	BNY Mellon
309	0%	473	ACS Send test file (1) to	2.44 days	06/04/09	06/08/09	BNY Mellon
310	0%	474	Vendor system access (iTelecash Website)	8 days	06/04/09	06/16/09	
311	0%	475	Create Sub IDs for client team members	2 days	06/04/09	06/08/09	HW Business Analyst
312	0%	476	Provide website sign-on information Client Team and Data Mgt	1 day	06/08/09	06/09/09	HW Business Analyst
313	0%	477	Validate website access	5 days	06/09/09	06/16/09	HW Business Analyst
314	0%	434	Build Core System	19.75 days	06/02/09	06/29/09	

Attachment B – Redline Changes to Contract With Xerox

315	0%	435	Build and unit test batch invoice proc	10 days	06/02/09	06/15/09	HW Systems Analyst[24%]
316	0%	436	Build and unit test insert charges proc	10 days	06/02/09	06/15/09	HW Systems Analyst[24%]
317	0%	437	Build and unit test retro proc	10 days	06/15/09	06/29/09	HW Systems Analyst[24%]
318	0%	438	Build and unit test delinquency proc	10 days	06/02/09	06/15/09	HW Systems Analyst[24%]
319	0%	480	Test	25.56 days	06/02/09	07/07/09	
320	0%	481	Interface Files (Direct Bill)	12.44 days	06/08/09	06/25/09	
321	0%	482	Inbound Daily Lockbox File	12 days	06/09/09	06/25/09	
322	0%	483	ACS Tests file	1 day	06/09/09	06/10/09	HW Business Analyst
323	0%	484	C: Receive/Review ACS Feedback	5 days	06/10/09	06/17/09	BNY Mellon
324	0%	485	C: Send test file (2) to ACS	5 days	06/17/09	06/24/09	BNY Mellon
325	0%	486	Provide final sign-off	1 day	06/24/09	06/25/09	HW Business Analyst
326	0%	487	Checkbox File	7 days	06/08/09	06/17/09	
327	0%	488	ACS Tests file	1 day	06/08/09	06/09/09	HW Business Analyst
328	0%	489	C: Receive/Review ACS Feedback	0 days	06/09/09	06/09/09	BNY Mellon
329	0%	490	C: Send test file (2) to ACS	5 days	06/09/09	06/16/09	BNY Mellon
330	0%	491	Provide final sign-off	1 day	06/16/09	06/17/09	HW Business Analyst
331	0%	492	Outbound debit file	7 days	06/08/09	06/17/09	
332	0%	493	ACS Tests file	1 day	06/08/09	06/09/09	HW Business Analyst
333	0%	494	C: Receive/Review ACS Feedback	0 days	06/09/09	06/09/09	BNY Mellon
334	0%	495	C: Send test file (2) to ACS	5 days	06/09/09	06/16/09	BNY Mellon

Attachment B – Redline Changes to Contract With Xerox

335	0%	496	Provide final sign-off	1 day	06/16/09	06/17/09	HW Business Analyst
336	0%	497	Outbound refund file	7 days	06/08/09	06/17/09	
337	0%	498	ACS Tests file	1 day	06/08/09	06/09/09	HW Business Analyst
338	0%	499	C: Receive/Review ACS Feedback	0 days	06/09/09	06/09/09	BNY Mellon
339	0%	500	C: Send test file (2) to ACS	5 days	06/09/09	06/16/09	BNY Mellon
340	0%	501	Provide final sign-off	1 day	06/16/09	06/17/09	HW Business Analyst
341	0%	439	Test Core system set up	24.75 days	06/02/09	07/06/09	
342	0%	440	Invoice proc	15 days	06/02/09	06/22/09	
343	0%	441	Create direct bill system test plan	5 days	06/02/09	06/08/09	HW Business Analyst[35%]
344	0%	442	Perform system test	5 days	06/16/09	06/22/09	HW Business Analyst[163%]
345	0%	443	M: Approve Core System Set Up	0 days	06/22/09	06/22/09	HW Business Analyst
346	0%	444	Insert proc	15 days	06/02/09	06/22/09	
347	0%	445	Create direct bill system test plan	5 days	06/02/09	06/08/09	HW Business Analyst[35%]
348	0%	446	Perform system test	5 days	06/16/09	06/22/09	HW Business Analyst[163%]
349	0%	447	M: Approve Core System Set Up	0 days	06/22/09	06/22/09	HW Business Analyst
350	0%	448	Retro proc	15 days	06/15/09	07/06/09	
351	0%	449	Create direct bill system test plan	5 days	06/15/09	06/22/09	HW Business Analyst[35%]
352	0%	450	Perform system test	5 days	06/29/09	07/06/09	HW Business Analyst[163%]
353	0%	451	M: Approve Core System Set Up	0 days	07/06/09	07/06/09	HW Business Analyst

Attachment B – Redline Changes to Contract With Xerox

354	0%	452	Delinquency proc	15 days	06/02/09	06/22/09	
355	0%	453	Create direct bill system test plan	5 days	06/02/09	06/08/09	HW Business Analyst[35%]
356	0%	454	Perform system test	5 days	06/16/09	06/22/09	HW Business Analyst[163%]
357	0%	455	M: Approve Core System Set Up	0 days	06/22/09	06/22/09	HW Business Analyst
358	0%	478	Go Live	10.56 days	For 1/1/2010 Invoices	For 1/1/2010 Invoices	
359	0%	511	Move Interface Files (Direct Bill) to PROD	1 day	06/25/09	06/26/09	
360	0%	506	Core Procs	10.56 days	06/23/09	07/07/09	
361	0%	507	Move Invoice Batch into Production	0.81 days	06/23/09	06/23/09	HW Systems Analyst
362	0%	508	Move Insert proc into Production	0.81 days	06/23/09	06/23/09	HW Systems Analyst
363	0%	509	Move Retro proc into Production	0.81 days	07/06/09	07/07/09	HW Systems Analyst
364	0%	510	Move Delinquency proc into Production	0.81 days	06/23/09	06/23/09	HW Systems Analyst
365	0%	512	M: Direct Bill Completed	0 days	07/07/09	07/07/09	
366	0%	513	FSA	107.5 days	04/01/09	08/28/09	
367	0%	514	Discovery	22 days	04/01/09	04/30/09	
368	0%	520	Develop HW vendor questionnaire	5 days	04/01/09	04/07/09	HW Business Analyst
369	0%	521	Send out vendor questionnaire	1 day	04/08/09	04/08/09	HW Business Analyst
370	0%	515	D: Return responses to questionnaire	10 days	04/09/09	04/22/09	FSA Vendor
371	0%	516	Draft HW Vendor 1 BRD	2 days	04/23/09	04/24/09	HW Business Analyst
372	0%	517	Vendor Kick off meeting	1 day	04/27/09	04/27/09	HW Business Analyst
373	0%	518	Update BRD based on Walkthrough	3 days	04/28/09	04/30/09	HW Business Analyst

Attachment B – Redline Changes to Contract With Xerox

374	0%	519	D: Submit BRD to Technology	0 days	04/30/09	04/30/09	HW Business Analyst
375	0%	522	Design	21 days	05/01/09	05/29/09	
376	0%	523	Technology Review of BRD	20 days	05/01/09	05/28/09	HW vendor files-tech[25%]
377	0%	524	Technology Approves BRD	1 day	05/29/09	05/29/09	HW vendor files-tech
378	0%	525	M: BRD sent to Developers	0 days	05/29/09	05/29/09	HW vendor files-tech
379	0%	526	Build	19.5 days	06/01/09	06/26/09	
380	0%	527	Initial Programming of the Interface File	15 days	06/01/09	06/19/09	HW vendor files-tech[83%]
381	0%	528	Unit testing of interface file	2 days	06/22/09	06/23/09	HW vendor files-tech
382	0%	529	Rework based on Unit/Systems Testing programming	2 days	06/24/09	06/25/09	HW vendor files-tech
383	0%	530	Send Test File to UAT	0.5 days	06/26/09	06/26/09	HW vendor files-tech
384	0%	531	Test	45 days	06/26/09	08/28/09	
385	0%	532	Systems/UAT test Vendor File	3 days	06/26/09	07/01/09	HW Business Analyst
386	0%	533	Rework based on UAT	3 days	07/01/09	07/06/09	HW vendor files-tech[83%]
387	0%	534	Retesting based on rework	2 days	07/06/09	07/08/09	HW Business Analyst
388	0%	535	D: Send File to Vendor	0.5 days	07/08/09	07/08/09	HW vendor files-tech
389	0%	536	Vendor Testing	5 days	07/08/09	07/15/09	FSA Vendor
390	0%	537	Review/Receive Vendor Feedback	1 day	07/16/09	07/16/09	HW Business Analyst

Attachment B – Redline Changes to Contract With Xerox

391	0%	538	Rework-Based on UAT and Vendor Feedback File	2.5 days	07/17/09	07/21/09	HW vendor files-tech
392	0%	539	System Testing (UAT)	2 days	07/21/09	07/23/09	HW Business Analyst
393	0%	540	D: Send 2nd Vendor Test File	0.5 days	07/23/09	07/23/09	HW vendor files-tech
394	0%	541	Vendor Testing-2nd round	5 days	07/23/09	07/30/09	FSA Vendor
395	0%	542	Review vendor feedback (2nd)	1 day	07/31/09	07/31/09	HW Business Analyst
396	0%	543	Rework based on 2nd review	2 days	08/03/09	08/04/09	HW vendor files-tech
397	0%	544	Vendor Reviews and signs off on full file	3 days	08/04/09	08/07/09	FSA Vendor
398	0%	545	Technology codes term logic	5 days	08/10/09	08/14/09	HW vendor files-tech[20%]
399	0%	546	Review Term Logic file	1 day	08/17/09	08/17/09	HW Business Analyst
400	0%	547	D: Send Term Logic Vendor Test File	0.5 days	08/18/09	08/18/09	HW Business Analyst
401	0%	548	Vendor Reviews Term Logic file	3 days	08/18/09	08/21/09	FSA Vendor
402	0%	549	M: Receive Sign-off from vendor	0 hrs	08/21/09	08/21/09	FSA Vendor
403	0%	550	Go Live	5 days	For OE 1/1/2010	For OE 1/1/2010	
404	0%	551	D: Send 1st Production File	1 day	08/21/09	08/24/09	HW Business Analyst
405	0%	552	Vendor reviews file and sends exception report	3 days	08/24/09	08/27/09	FSA Vendor
406	0%	553	Review report	1 day	08/27/09	08/28/09	HW Business Analyst
407	0%	554	Communications (If elected)	419 days	TBD	TBD	
408	0%	555	Communication Strategy & Branding	30 days	TBD	TBD	
409	0%	556	Meeting and strategy document	15 days	TBD	TBD	
410	0%	557	Branding concepts	15 days	TBD	TBD	

Attachment B – Redline Changes to Contract With Xerox

411	0%	558	Enrollment Materials and Personalized Packets	75 days	TBD	TBD	
412	0%	559	Posters (2)	24 days	TBD	TBD	
413	0%	560	Payroll stuffers (3)	34 days	TBD	TBD	
414	0%	561	Packet envelope	25 days	TBD	TBD	
415	0%	562	Cover letter	15 days	TBD	TBD	
416	0%	563	Active enrollment guide	55 days	TBD	TBD	
417	0%	564	Retiree enrollment guide	20 days	TBD	TBD	
418	0%	565	Ongoing newsletters	260 days	TBD	TBD	
419	0%	566	Active employees (quarterly)	260 days	TBD	TBD	
420	0%	567	Retiree employees (semi annual)	132 days	TBD	TBD	
421	0%	568	M: Communications completed	0 days	TBD	TBD	
422	0%	569	OCERS Interface	63 days	01/01/10	TBD	
423	0%	570	Discovery	63 days	TBD	TBD	
424	0%	571	Determine changes made to the OCERS file	5 days	TBD	TBD	
425	0%	572	Design	5 days	TBD	TBD	
426	0%	573	Update OCERS file spec	5 days	TBD	TBD	
427	0%	574	Build	15 days	TBD	TBD	
428	0%	575	Program OCERS changes	10 days	TBD	TBD	
429	0%	576	Unit Test OCERS changes	5 days	TBD	TBD	
430	0%	579	Test	33 days	TBD	TBD	
431	0%	580	Systems/UAT test OCERS File	5 days	TBD	TBD	HW Business Analyst[60%]
432	0%	581	Rework based on UAT	3 days	TBD	TBD	HW Data programmer[83 %]
433	0%	582	Retesting based on rework	2 days	TBD	TBD	HW Business Analyst
434	0%	583	D: Send 1st File to Client	0.5 days	TBD	TBD	HW Data programmer
435	0%	584	Client Testing	5 days	TBD	TBD	Client
436	0%	585	Review/Receive Client Feedback	3 days	TBD	TBD	HW Business Analyst[33%]
437	0%	586	Rework-Based on UAT and Client Feedback File	2 days	TBD	TBD	HW Data programmer[125 %]

Attachment B – Redline Changes to Contract With Xerox

438	0%	587	System Testing (UAT)	2 days	TBD	TBD	HW Business Analyst
439	0%	588	D: Send 2nd OCERS Test File	0.5 days	TBD	TBD	HW Data programmer
440	0%	589	Client Testing-2nd round	5 days	TBD	TBD	Client
441	0%	590	Review Client feedback (2nd)	3 days	TBD	TBD	HW Business Analyst[33%]
442	0%	591	Rework based on 2nd review	2 days	TBD	TBD	HW Data programmer
443	0%	597	M: Receive Sign-off from Client	0 hrs	TBD	TBD	Client
444	0%	598	Go Live	5 days	TBD	TBD	
445	0%	599	D: Send 1st Production File	1 day	TBD	TBD	HW Business Analyst
446	0%	600	Vendor reviews file and sends exception report	3 days	TBD	TBD	Client
447	0%	601	Review report	1 day	TBD	TBD	HW Business Analyst
448	0%	602	Waiver of Premium	41 days	04/01/09	05/27/09	
449	0%	609	Discovery	10 days	04/01/09	04/14/09	
450	0%	610	Determine changes need to Premium Reporting	10 days	04/01/09	04/14/09	HW Business Analyst
451	0%	608	Design	11 days	04/15/09	04/29/09	
452	0%	603	Draft Specifications	5 days	04/15/09	04/21/09	HW Business Analyst[81%]
453	0%	604	Perform analysis on sample files	5 days	04/22/09	04/28/09	HW Business Analyst[25%]
454	0%	605	D: Submit Specifications	0 days	04/28/09	04/28/09	HW Business Analyst
455	0%	606	Walk Through Specifications	1 day	04/29/09	04/29/09	HW Systems Analyst[75%]
456	0%	607	M: Approve Specifications	0 days	04/29/09	04/29/09	HW Systems Analyst
457	0%	611	Build	10 days	04/30/09	05/13/09	

Attachment B – Redline Changes to Contract With Xerox

458	0%	612	Develop sp for Premium, Accounting and General Ledger Reporting	5 days	04/30/09	05/06/09	HW Systems Analyst[40%]
459	0%	613	Unit test stored procedure (Premium, Accounting and General Ledger)	5 days	05/07/09	05/13/09	HW Systems Analyst[40%]
460	0%	614	Test	10 days	05/14/09	05/27/09	
461	0%	615	Test Premium, Accounting and General Ledger interface program and provide error reports to ULA	10 days	05/14/09	05/27/09	HW Business Analyst[4%]
462	0%	616	M: Premium, Accounting and General Ledger Interface Approved	0 days	05/27/09	05/27/09	HW Business Analyst
463	0%	617	Go Live	0 days	On or before 1/1/2010	On or before 1/1/2010	
464	0%	619	Move Premium, Accounting and General Ledger to PROD	0 days	On or before 1/1/2010	On or before 1/1/2010	HW Business Analyst
465	0%	620	Low Income Subsidy	111 days	04/01/09	09/02/09	
466	0%	621	Discovery	30 days	04/01/09	05/12/09	
467	0%	622	Create BRD	30 days	04/01/09	05/12/09	HW Business Analyst
468	0%	623	Design	21 days	05/13/09	06/10/09	
469	0%	624	Draft Specifications	10 days	05/13/09	05/26/09	HW Business Analyst[41%]
470	0%	625	Perform analysis on sample files	10 days	05/27/09	06/09/09	HW Business Analyst[13%]
471	0%	626	D: Submit Specifications	0 days	06/09/09	06/09/09	HW Business Analyst
472	0%	627	Walk Through Specifications	1 day	06/10/09	06/10/09	HW Systems Analyst[75%]
473	0%	628	M: Approve Specifications	0 days	06/10/09	06/10/09	HW Systems Analyst
474	0%	629	Build	20 days	06/11/09	07/08/09	
475	0%	630	Development	10 days	06/11/09	06/24/09	HW Systems Analyst[20%]

Attachment B – Redline Changes to Contract With Xerox

476	0%	631	Unit Testing	10 days	06/25/09	07/08/09	HW Systems Analyst[20%]
477	0%	632	Test	40 days	07/09/09	09/02/09	
478	0%	633	Systems Test	40 days	07/09/09	09/02/09	HW Business Analyst[1%]
479	0%	634	M: Approve	0 days	09/02/09	09/02/09	HW Business Analyst
480	0%	635	Go Live	0 days	On or before 1/1/2010	On or before 1/1/2010	
481	0%	636	Move objects to PROD	0 days	On or before 1/1/2010	On or before 1/1/2010	HW Business Analyst
482	0%	637	Medicare Reporting	111 days	On or before 1/1/2010	On or before 1/1/2010	
483	0%	638	Discovery	30 days	04/01/09	05/12/09	
484	0%	639	Create BRD	30 days	04/01/09	05/12/09	HW Business Analyst
485	0%	640	Design	21 days	05/13/09	06/10/09	
486	0%	641	Draft Specifications	10 days	05/13/09	05/26/09	HW Business Analyst[41%]
487	0%	642	Perform analysis on sample files	10 days	05/27/09	06/09/09	HW Business Analyst[13%]
488	0%	643	D: Submit Specifications	0 days	06/09/09	06/09/09	HW Business Analyst
489	0%	644	Walk Through Specifications	1 day	06/10/09	06/10/09	HW Systems Analyst[75%]
490	0%	645	M: Approve Specifications	0 days	06/10/09	06/10/09	HW Systems Analyst
491	0%	646	Build	20 days	06/11/09	07/08/09	
492	0%	647	Development	10 days	06/11/09	06/24/09	HW Systems Analyst[20%]

Attachment B – Redline Changes to Contract With Xerox

493	0%	648	Unit Testing	10 days	06/25/09	07/08/09	HW Systems Analyst[20%]
494	0%	649	Test	40 days	07/09/09	09/02/09	
495	0%	650	Systems Test	40 days	07/09/09	09/02/09	HW Business Analyst[1%]
496	0%	651	M: Medicare Approved	0 days	09/02/09	09/02/09	HW Business Analyst
497	0%	652	Go Live	0 days	On or before 1/1/2010	On or before 1/1/2010	
498	0%	653	Move objects to PROD	0 days	On or before 1/1/2010	On or before 1/1/2010	HW Business Analyst
499	0%	656	Web Custom Home Page	27 days	For OE 1/1/2010	For OE 1/1/2010	
500	0%	657	Kick-Off	0 days	04/01/09	04/01/09	
501	0%	658	Home Page Modeler Demos	10 days	04/01/09	04/14/09	
502	0%	659	Demo the Home Page Modeler to client	2 days	04/01/09	04/02/09	Web Development Team
503	0%	660	Client Review	5 days	04/03/09	04/09/09	Client
504	0%	661	Follow-Up Demo	2 days	04/10/09	04/13/09	Web Development Team
505	0%	662	Final Client Review	1 day	04/14/09	04/14/09	Client
506	0%	663	Client Sign-Off	0 days	04/14/09	04/14/09	Client
507	0%	664	Development	12 days	04/14/09	04/30/09	
508	0%	665	Pass specs to developer	0 days	04/14/09	04/14/09	
509	0%	666	Implementation of Modular Home Page	5 days	04/15/09	04/21/09	Home Page Developer
510	0%	667	Internal Testing	5 days	04/22/09	04/28/09	Test lead
511	0%	668	Package Ready for Production Move	1 day	04/29/09	04/29/09	Home Page Developer
512	0%	669	Home Page updated in Prod. Move	1 day	For OE 1/1/2010	For OE 1/1/2010	Home Page Developer
513	0%	670	Post-Production	5 days	05/01/09	05/07/09	
514	0%	671	Client Review	5 days	05/01/09	05/07/09	Client
515	0%	672	Final Sign-Off	0 days	05/07/09	05/07/09	Client
516	0%	327	M: Project End	0 days	12/31/09	12/30/09	

ATTACHMENT E

HIPAA PRIVACY BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into this ___ day of _____, 200_, between the County of Orange (the “County”) and _____ (“Business Associate”). The parties intend to use this Agreement to satisfy the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

1.0 Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; and “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.

2.0 Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by Section 3.0 of this Agreement, or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Plan any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, the Plan agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Plan or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a Designated Record Set, to the Plan as directed, or directly to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Plan directs or agrees to pursuant to 45 CFR 164.526 at the request of Plan or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations.
- (h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Plan available, or at the request of the Plan or

Attachment B – Redline Changes to Contract With Xerox

the Secretary, to the Plan or to the Secretary in a time and manner, which shall be designated by the Plan or the Secretary, for purposes of the Secretary determining Plan's compliance with the Privacy Rule.

- (i) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to the Plan or an Individual in a prompt and reasonable manner consistent with the HIPAA regulations as designated by the Plan, information collected in accordance with Section 2.0 (i) of this Agreement, to permit Plan to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (k) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162. Business Associate further agrees to ensure that any agent, including a subcontractor that conducts standard transactions on its behalf will comply with the EDI Standards.
- (l) Business Associate agrees to determine the Minimum Necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

3.0 Permitted or Required Uses and Disclosures by Business Associate

- (a) General Use and Disclosure. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Plan as specified in the Contract referenced above, or in this Agreement, provided that such use or disclosure of Protected Health Information would not violate the Privacy Rule. Business Associate, its agents or subcontractors shall only request, use and disclose the minimum amount of Protected Health Information necessary to accomplish the purpose of the request, use or disclosure.
- (b) Additional use and disclosure.
 - (i) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - (ii) To the extent that Business Associate uses one or more subcontractors or agents to provider services under this Agreement, and such subcontractors or agents receive or have access to PHI, of the Plan or Business Associate each such subcontractor or agent shall sign an agreement with Business Associate containing the same provisions as this Agreement.
 - (iii) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
 - (iv) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

4.0 Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

- (a) The Plan shall provide Business Associate with the notice of privacy practices that the Plan produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

Attachment B – Redline Changes to Contract With Xerox

- (b) The Plan shall provide Business Associate with any changes in, or revocation of, a specific Authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.
- (c) The Plan shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that the Plan has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

5.0 Permissible Requests by the Plan.

The Plan shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Plan with exception of data aggregation or management and administrative activities of Business Associate.

6.0 Term and Termination

- (a) *Term.* The Term of this Agreement shall be effective as of the date of service commencement under the contract between County and Contractor for Total Self-Service Benefits Administration (hereinafter “Contract”), and any modifications thereof, and shall terminate upon expiration of said contract and when all of the Protected Health Information provided by the Plan to Business Associate, or created or received by Business Associate on behalf of the Plan, is destroyed or returned to the Plan, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section, which ever occurs first.
- (b) *Termination for Cause.* Without limiting any other of the termination rights of the parties pursuant to the Contract, and upon the Plan’s knowledge of a material breach by Business Associate or its subcontractor of a provision under this Agreement or the subcontractor agreement, the Plan shall provide an opportunity for Business Associate or its subcontractor to cure the breach or end the violation and terminate the Contract if Business Associate or its subcontractor does not cure the breach within the later of 40 days, or within the time specified by the Plan. If neither termination nor cure is feasible, the Plan shall report the violation to the Secretary.
- (c) *Effect of Termination.*
 - (i) Except as provided in paragraph (ii) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from the Plan, or created or received by Business Associate on behalf of the Plan. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to the Plan notification of the conditions that make return or destruction infeasible. If infeasible as agreed to by the parties herein, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7.0 Security of Electronic Protected Health Information

7.1 Security. Business Associate will establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic

Attachment B – Redline Changes to Contract With Xerox

protected health information. Business Associate will follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information (“the Security Rule”, published at 45 CFR Parts 160 – 164) as applicable to a business associate.

7.2 Agents and Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to protect that information.

7.3 Security Incidents. Business Associate will report any security incident of which it becomes aware to Client. For purposes of this agreement, a “security incident” means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempt to penetrate computer networks or servers maintained by Business Associate.

8.0 Rights of Individuals

Business Associate recognizes that HIPAA and state law grant individuals rights related to protected health information about them. Business Associate agrees to the following provisions for the protection of those individual rights.

8.1 Procedure. Business Associate will cooperate with Covered Entity in responding to requests by individuals who wish to exercise their rights under HIPAA. Any requests made directly to Business Associate will be referred to the Covered Entity. Covered Entity will be solely responsible for responding to the individual as required by HIPAA or other applicable law. Covered Entity will inform Business Associate in writing of any actions Business Associate is required to take with regard to records of individuals who exercise their rights under HIPAA. Business Associate will follow the direction of the Covered Entity regarding these records, and use commercially reasonable efforts to respond in a timely manner to enable Covered Entity to comply with deadlines established by HIPAA.

8.2 Confidential communications. Business Associate will provide confidential communications to individuals consistent with the requirements of 45 CFR 164.522.

8.3 Access to records. As directed by Covered Entity, Business Associate will provide Covered Entity with an electronic copy (or if an electronic copy is not available, a paper copy) of the “designated record set” of an individual to enable the Covered Entity to grant the individual access to the “designated record set” in accordance with 45 CFR 164.524. Business Associate may charge a reasonable fee for copying or preparing a summary of the designated record set. The fee schedule will be subject to the approval of Covered Entity.

8.4 “Amendment” of record. As directed by Covered Entity, Business Associate will add information to the designated record set of an individual, and forward the additional information to third parties when that information could have a material impact on a decision about the individual, all as required by 45 CFR 164.526.

8.5 Accounting of certain disclosures. Business Associate will make available to Covered Entity the information required to provide individuals an accounting of disclosures in accordance with 45 CFR 164.528.

9.0 Miscellaneous

(a) *Regulatory References*. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) *Amendment*. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance

Attachment B – Redline Changes to Contract With Xerox

Portability and Accountability Act of 1996, Pub. L No. 104-191.

- (c) *Survival.* The respective rights and obligations of Business Associate under Section 6.0 of this Agreement shall survive the termination of this Agreement.
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.
- (e) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of California to the extent not preempted by the Privacy Rules or other applicable federal law.
- (f) *Indemnification and performance guarantees.* The indemnification and performance guarantee provisions contained in the Contract shall also apply to this Agreement.

ATTACHMENT F

PERFORMANCE GUARANTEES

Annual performance guarantee	Guarantee
Amount at risk	Contractor will place 11% of ongoing fees at risk per quarter.

Penalties will be determined on a quarterly basis for services provided in the preceding three months. The amount of this fee will be calculated as a percentage of the Ongoing Fees as described in Attachment B Section 1.b.. Penalties are payable only if the Performance Standard has not been achieved for two consecutive quarters or any two or more quarters in a calendar year. Penalties will be deducted from the next invoice to the County following determination. Total penalties payable will not exceed 11% for all performance categories combined.

Service Performance Element	County Specific Standard: Results must be reported for County Specific population, not book of business.	Amount of Fees at Risk
A. System Availability	<p>Three separate measures:</p> <ol style="list-style-type: none"> 1. Service Center is open 99% of the scheduled time (defined as able to accept phone calls and process transactions, and excluding any scheduled or mutually agreed upon downtime). 2. IVR is available 99% of the scheduled time (defined as fully functional, excluding any scheduled or mutually agreed upon downtime). 3. Internet is available 99% of the scheduled time (defined as fully functional, excluding any scheduled or mutually agreed upon downtime). 	<p>0.1% of Ongoing Fee for each 1% Service Center availability is below 99%</p> <p>0.1% of Ongoing Fees for each 1% IVR availability is below 99%</p> <p>0.1% of Ongoing Fees for each 1% Internet availability is below 99%</p> <p>Maximum Fees at Risk: 2%</p>
B. Call Handling	<p>Two separate measures:</p> <ol style="list-style-type: none"> 1. Case Specialist Response: 80% of callers reach a Case Specialist within 30 seconds. 2. Abandonment Rate: Less than 3% of callers abandon after the first 30 seconds in queue prior to reaching as service center representative. 	<p>0.25% for each 1.0% Case Specialist response falls below 80% plus 0.5% of base fees for each 1.0% abandonment rate is above 3.0%</p> <p>Maximum fees at risk: 2%</p>

Attachment B – Redline Changes to Contract With Xerox

Service Performance Element	County Specific Standard: Results must be reported for County Specific population, not book of business.	Amount of Fees at Risk
C. Case Management	<p>Two separate measures:</p> <ol style="list-style-type: none"> 1. 85% of calls to the customer service center are resolved on the same business day. Measurement excludes items pending a response/submission from the participant. 2. 95% of calls to the customer service center are resolved within 20 business days. 	<p>0.5% of Ongoing Fees for each 1.0% closed cases fall below 85% on same day plus</p> <p>0.5% of Ongoing Fees for each 1.0% closed research cases fall below 95% within 20 business days.</p> <p>Maximum Ongoing Fees at Risk: 2%</p>
D. Response to written inquiries	<p>95% of participant-written inquiries responded to within 10 business days. 95% of participant email inquiries responded to within 5 business days. Response time for all participant-written inquiries will be based on the number of business days subtracting the date received by the Contractor from the date the response was sent.</p>	<p>0.5% of Base Fees for each 1.0% of participant written inquiries that are not responded to within 5 business days excluding those that are pending a response from the County.</p> <p>0.5% of Base Fees for each 1.0% of participant email inquiries that are not responded to within 5 business days excluding those that are pending a response from the County.</p> <p>Maximum Ongoing Fees at Risk: 1%</p>
E. Statement Timeliness	<p>Up to three separate measures:</p> <ol style="list-style-type: none"> 1. 99% of Open Enrollment Kits mailed 5 business days before the start of open enrollment or within agreed upon schedule. 2. 99% of confirmation statements mailed within 5 business days of request. 3. 99% of agreed on participant correspondence mailed within 5 business days of trigger event (COBRA notifications, HCRA & DCRA forms, HCRA quarterly statements, etc.) 	<p>0.1% of Ongoing Fees for each day under 5 days (or in under agreed upon schedule) plus</p> <p>0.1% of Ongoing Fees for each % of confirmation statements mailed after 5 days plus</p> <p>0.1% of Ongoing Fees for each % of the notifications mailed after 5 days</p> <p>Maximum Ongoing Fees at risk: 1%</p>

Attachment B – Redline Changes to Contract With Xerox

Service Performance Element	County Specific Standard: Results must be reported for County Specific population, not book of business.	Amount of Fees at Risk
F. Data Handling	<ol style="list-style-type: none"> 1. No more than one Client provided payroll/HR data file, excluding bad files received from the County, posted and fully reconciled outside of 3 business days for each quarter. 2. No more than one Contractor provided carrier and other third party administrator files delivered more than one day beyond scheduled delivery date per quarter. 3. No more than one Contractor provided payroll deduction file will be delivered outside of the County Payroll Calendar delivery schedule per quarter. 	<p>0.5% of Ongoing Fees for more than one HR/payroll data posting deemed late for the current quarter plus</p> <p>0.5% of Ongoing Fees for (in excess of one) delivered more than one day late within the current quarter plus</p> <p>0.5% of Ongoing Fees for more than one payroll deduction file delivered outside The County’s Payroll Calendar delivery schedule</p> <p>Maximum Ongoing Fees at Risk: 1%</p>
G. Participant Satisfaction	The average score obtained from the participants surveyed (reported quarterly) rate their overall satisfaction with the service center as “8.5” or higher based on a 10 point scale.	<p>0.25% of Ongoing Fees for each 0.1 below a score of 8.5</p> <p>Maximum Ongoing Fees at Risk: 1%</p>
H. Direct Billing	100% of bills will be postmarked no later than 5 business days prior to the first of the month for which the bills are being issued.	<p>0.1% of Ongoing Fees for each % of bills not postmarked within 5 business days for which bills are being issued</p> <p>Maximum Ongoing Fees at Risk; 1%</p>
I. HCRA/DCRA OBP Section 132 and Judges Claims Processing	<ol style="list-style-type: none"> 1. Claims Processing Timeliness: 95% of all claims processed within 15 calendar days. Processing time is measured from the date the claim is received by Contractor (or approved Sub-Contractor) to the date it is processed (i.e.; paid, denied, or pending for external information) 2. Claims Processing Accuracy: 99% of all claims paid accurately based on the applicable coverage and plan guidelines. Any claims requiring reprocessing due to an error in original processing shall be counted. Calculated as the number of claims audited and found to be processed and paid without error divided by the total number of claims paid. 	<p>0.1% of Ongoing Fees for each 1% of claims below 95% that are not processed within 15 calendar days of receipt</p> <p>0.1% of Ongoing Fees for each 1% of claims below 99% that are not processed accurately (determined by participant reports of inaccuracy validated to be inaccurate).</p> <p>Maximum Ongoing Fees at Risk for Accuracy and Timeliness: 1%</p>

Attachment B – Redline Changes to Contract With Xerox

Service Area	County Standard	Contractor Guarantee	Contractor Standard
<p>J. Account management team performance (<i>County specific</i>)</p>	<p>Overall Account Team performance is a composite score of 3 or better.</p>	<p>County will evaluate a defined group of team members (to be jointly identified by the County and Contractor in advance of the Contract; adjusted as necessary for changes) of Contractor’s designated Account Management Team. The County will provide feedback on a quarterly basis to enable best alignment with County needs and Contractor performance. At the end of the contract year the County will formally score Contractor performance using the average of the quarterly scores using the following :</p> <p>Score / Description 4 - Exceeds Expectations/ 3 - Meets Expectations/ 2 - Needs Improvement/ 1 - Unacceptable</p>	<p>1 % of annual ongoing fees; applied at the end of the calendar year. Establish weekly conference calls until issue is resolved and County is satisfied.</p>

Based on the results of the Contractor’s annual survey or report card submitted to County’s benefits staff. Designated participants of County’s benefits staff will also complete a quarterly report card to evaluate the Contractor’s account team, or the overall service performance. Guarantee will be measured using a mutually agreed upon survey tool to be developed and modified, if necessary, on an annual basis.

Account team may be scored on: technical knowledge, accessibility, interpersonal skills, communication skills, and overall performance.

Contractor’s overall service may be scored on such dimensions as proactive communication of issues and recommendations, timeliness and accuracy of reports, responsiveness to day-to-day needs, adequacy of staffing and training, and overall ability to meet performance expectations.

Service Performance Element	County Specific Standard: Results must be reported for County Specific population, not book of business.	Amount of Fees at Risk
<p>K-1. ACA Reporting Participant</p>	<p>100% of initial Participant forms 1095B and 1095C are issued by IRS deadline.</p>	<p>The calculation in the adjacent column shall not include Participant forms for groups that the County has instructed Contractor in writing to exclude.</p>

Attachment B – Redline Changes to Contract With Xerox

		<p>0.5% for each full percentage below 100% based on the sum of the previous 12 complete months of IRS reporting fee paid by County to Xerox. Maximum, combined Fees at Risk for Section K is 2% annually</p>
<p>K-2. ACA Reporting IRS Filing</p>	<p>100% of all annual required ACA IRS files sent by IRS deadline. File is not rejected by IRS due to a Contractor error.</p>	<p>The IRS files shall not include Participant data for groups that the County has instructed Contractor in writing to exclude.</p> <p>0.5% for each full percentage below 100% based on the sum of the previous 12 complete months of IRS reporting fee paid by County to Xerox. Maximum, combined Fees at Risk for Section K is 2% annually</p>

EXHIBIT 1

**County of Orange Child Support Enforcement
Certifications Requirements**

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

(Additional sheets may be used if necessary)

"I certify that _____ Company name 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 Price Agreement with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

Authorized Signature Name Title Date