



HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum ("Addendum") is made as of April 7, 2021 (the "Addendum Effective Date") by Benefitfocus.com, Inc. ("Benefitfocus"), with a principal place of business at 100 Benefitfocus Way, Charleston, SC 29492 and Williamson County ("Client"), with a principal place of business at 100 Wilco Way, Georgetown, TX 78626 (each individually a "Party" and collectively the "Parties"). This Addendum, supplements, is made a part of, and is incorporated by reference into any Agreement (individually & collectively, the "Agreement") between Benefitfocus and Client.

I. DEFINITIONS

Capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings set forth in the then-current Privacy and Security Rules.

- A. Access shall have the limited meaning set forth within 45 CFR § 164.304.
- B. Breach shall have the meaning set forth within 45 CFR § 164.402.
- C. Business Associate shall have the meaning set forth within 45 CFR § 160.103.
- D. Designated Record Set shall have the same meaning as the term "designated record set" in 45 CFR § 164.501.
- E. Electronic Health Record shall have the meaning set forth in Section 13400(5) of the HITECH Act.
- F. Electronic PHI shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 CFR § 160.103, as applied to the information that a Party creates, receives, maintains or transmits from or on behalf of Covered Entity.
- G. Individual shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- H. HIPAA means the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- I. HIPAA Regulations means those regulations promulgated under HIPAA by the U.S. Department of Health and Human Services.
- J. HITECH Act means Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5, 42 USC 17921 *et seq.*) ("ARRA"), also known as the Health Information Technology for Economic and Clinical Health Act, which becomes effective as of February 18, 2010, or such other date or dates as finally specified.
- K. Law Enforcement Official shall have the meaning set forth in 45 CFR § 164.103.
- L. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 162 and Part 164, Subparts A and E.
- M. PHI shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, as applied to the information created or received by a Party from or on behalf of Covered Entity.
- N. Required by Law shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
- O. Secretary shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- P. Security Incident shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 CFR § 164.304.
- Q. Security Rule shall mean the Security Standards at 45 CFR Parts 160 and 162 and Parts 164, Subparts A and C.
- R. Unsecured Protected Health Information shall have the meaning set forth within 45 CFR § 164.402.

II. PERMITTED USES AND DISCLOSURES OF PHI

- A. **Uses and Disclosures of PHI:** Except as otherwise limited in this Addendum, each Party may use or disclose PHI to perform functions, activities or services for, or on behalf of, the other Party as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the other Party.
- B. **Permitted Uses of PHI:** Except as otherwise limited in this Addendum, each Party may use PHI for its proper management and administration or to carry out its legal responsibilities. A Party may also use PHI to provide Data Aggregation subject to the provisions of II.D herein.
- C. **Permitted Disclosures of PHI:** Except as otherwise limited in this Addendum, each Party may disclose PHI for the proper management and administration of the Party, provided that the disclosures are required by law or the disclosing Party obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed pursuant to this Addendum), and that the person agrees to notify the disclosing Party of any instances of which it is aware in which the confidentiality of the information has been breached. A Party may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR Section 164.502(j)(1).
- D. **De-Identification of PHI:** Except as otherwise limited in this Addendum, a Party may de-identify PHI provided that the de-identification conforms to the requirements of the Privacy Rule and further provided that a Party provides to the other Party the documentation required by the Privacy Rule. Data so de-identified does not constitute "PHI" and is not subject to the terms of this Addendum.

III. OBLIGATIONS

- A. **Appropriate Safeguards:** Each Party shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Agreement and this Addendum. Each Party shall implement administrative, physical and technical safeguards that reasonably and



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appropriately protect the confidentiality, integrity and availability of Electronic PHI, as defined by the Security Rule. Each Party shall comply with the provisions of 45 CFR Sections 164.308, 164.310, 164.312 and 164.316 relating to implementation of administrative, physical and technical safeguards with respect to Electronic PHI in the same manner that such provisions apply to a HIPAA Covered Entity.

- B. **Reporting of Improper Use or Disclosure, Breach or Security Incident:** Each Party shall report to the other Party any use or disclosure of PHI not provided for by the Agreement and this Addendum, including a Breach, within five (5) calendar days of becoming aware of such incident. Such notification shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed during the Breach. Each Party shall cooperate with the other Party in investigating the Breach so that each Party may meet its respective obligations under the HITECH Act., any other security breach notification law, or as required by contracts with other parties, including Covered Entities. Each Party shall report any Security Incident upon becoming aware of such incident; provided, however, that neither Party shall be required to report an immaterial incident consisting solely of trivial incidents that occur on a daily basis, such as scans, "pings," or an unsuccessful attempt to improperly access Electronic PHI that is stored in an information system under its control.
- C. **Mitigation:** Each Party agrees to mitigate, to the extent practicable, any harmful effect that is known to it as a result of a use or disclosure of PHI in violation of this Addendum's requirements or that would otherwise cause a Breach of Unsecured PHI.
- D. **Agents:** Each Party shall ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the other Party, or on behalf of Covered Entity, agrees to restrictions and conditions no less stringent than those that apply through this Addendum to the Parties with respect to such PHI. Each Party shall ensure that any agent, including a subcontractor, to whom it provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect such information.
- E. **Access to PHI:** Each Party shall provide access, at the request of a Covered Entity, and in the time and manner designated by a Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Section 164.524 and, if and when applicable, Section 13405(e)(1) of the HITECH Act.
- F. **Amendment of PHI:** Each Party shall make any amendment(s) to PHI in a Designated Record Set that a Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of Covered Entity or an Individual, and in the reasonable time and manner designated by the Covered Entity. Any denial of amendment of PHI by a Party or its agents or subcontractors shall be the responsibility of Covered Entity.
- G. **Documentation and Accounting of Disclosures:** Each Party agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528 and, if and when applicable, Section 13405(c) of the HITECH Act. Each Party agrees to provide to Covered Entity, in the time and manner reasonably designated by Covered Entity, information collected in accordance with the first sentence of this Section, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528 and, if and when applicable, Section 13405(c) of the HITECH Act. In the event that the request for an accounting is delivered directly to a Party or its agents or subcontractors, a Party shall forward such request to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested.
- H. **Governmental Access to Records:** Each Party shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by a Party on behalf of a Covered Entity available to the Secretary and, at the request of Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and the Security Rule.
- I. **Additional HITECH Act Requirements:** To the extent applicable, each Party shall comply with the provisions of the HITECH Act set forth below, and any additional obligations imposed upon Business Associates by the HITECH Act, commencing on the date that compliance with each such provision is required by the HITECH Act:
 - 1. A Party shall take reasonable steps to cure a breach of this Addendum if it knows of a pattern of activity or practice by the other Party, or a subcontractor or agent thereof that violates this Addendum, in accordance with Section 13404(b) of the HITECH Act.
 - 2. Each Party (or its agents or subcontractors) shall only request, use and disclose the minimum necessary amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with Section 13405(b) of the HITECH Act.
 - 3. Each Party shall comply with the prohibition on the sale of Electronic Health Records and PHI set forth in Section 13405(d) of the HITECH Act.
 - 4. Each Party's notification of a Breach of Unsecured Protected Health Information shall comply in all respects with each applicable provision of Section 13402 of HITECH, 42 U.S.C. 17932.

IV. TERM AND TERMINATION

- A. **Term:** The term of this Addendum shall commence as of the Addendum Effective Date, and shall terminate when all of the PHI provided by one Party to the other Party, or created or received by a Party on behalf of Covered Entity, is returned to Covered Entity or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the Effect of Termination Section.
- B. **Termination:** Upon knowledge of a material breach by a Party of this Addendum, the non-Breaching Party shall either (i) provide an opportunity for the breaching Party to cure the breach or end the violation within the time reasonably specified by the non-breaching Party, or (ii) immediately terminate this Addendum and the Agreement if cure is not possible; or (iii) if termination is not feasible, file a report with the Secretary and the Covered Entity providing the PHI, and provide copies of such reports to the breaching Party.



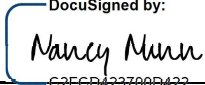
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- C. **Effect of Termination:** The respective rights and obligations of the Parties under this Section shall survive the termination of the Addendum and the Agreement.
1. Except as provided in paragraph 2 of this Section, upon termination of the Agreement or this Addendum for any reason, each Party shall return or destroy all PHI received from the other Party, or created or received by a Party on behalf of Covered Entity pursuant to the Agreement, and shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of a Party.
 2. In the event that a Party determines that returning or destroying the PHI is not feasible, that Party shall provide to the other Party notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of PHI is not feasible, a Party shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as that Party maintains such PHI.
- D. **Indemnification:** The parties agree and acknowledge that, the indemnification obligations contained under the Agreement shall govern each party's performance under this Addendum.
- E. **Amendment and Interpretation:** The parties acknowledge that this Addendum is intended to reflect the requirements of the Privacy Rule and Security Rule, as amended by the HITECH Act, upon the date they become finally effective. The Parties agree to take such action to amend this Addendum from time to time as necessary for the Parties to comply with the requirements of the Privacy Rule and the Security Rule, or any contractual requirements imposed by such Privacy or Security Rule or any reasonable amendment thereof. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the parties to comply with the Privacy Rule and the Security Rule as applicable to such party.
- F. **Mandatory Change Process:** To the extent that a Party is required to materially alter its services, processes or procedures as specified in the Agreement in order to comply with the provisions of the Privacy Rule and/or Security Rule as they may be amended after the Addendum Effective Date, the Parties agree to mutually negotiate any required adjustment in fees or services.
- G. **No Third Party Beneficiaries:** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- H. **Prior Agreement:** Except as expressly amended herein, all other terms and conditions as set forth in the Agreement shall remain in full force and effect. The Agreement, as amended by this and other Amendments, and Addenda shall remain and continue in full force and effect, and shall continue to be binding on the parties hereto. To the extent that there is any inconsistency between this Addendum and any Agreement, this Addendum shall control.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their respective authorized representatives, in multiple counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

BENEFITFOCUS.COM, INC.

DocuSigned by:

By: 
 Print: Nancy Nunn
 Title: VP, Corporate Controller
 Date: March 29, 2021

WILLIAMSON COUNTY

By: 
 Print: Judge Bill Gravell Jr.
 Title: County Judge
 Date: Apr 6, 2021



Client Services Agreement

This CLIENT SERVICES AGREEMENT and the exhibits attached hereto (collectively, the “Agreement”) are entered into on April 7, 2021 (the “Effective Date”), by and between Benefitfocus.com, Inc., on behalf of itself and its’ affiliates (collectively “Benefitfocus”), with a principal place of business at 100 Benefitfocus Way, Charleston, SC 29492, and Williamson County with a principal place of business at 100 Wilco Way, Georgetown, TX 78626 (hereinafter the “Client”) individually each a “Party” and collectively the “Parties”.

RECITALS

- A. Benefitfocus provides certain services for employee benefit administration through Benefitfocus proprietary software, databases, business rules, connectivity to third parties, and data transmission, developed and hosted by Benefitfocus, accessed over the Internet (the “Software Services”), and certain professional services (the “Professional Services”) related to the Software Services (collectively, the “Services”); and
- B. Client desires to receive the Services, as described in the applicable Order Form and corresponding appendices (the “Order Form”) and the Software Services documentation, including the current versions of the any software guides, as updated with each new release (collectively the “Documentation”), for itself, its affiliates and subsidiaries, and for individuals who are authorized by Client to use the Services, and who have been supplied user identifications and passwords by Client or by Benefitfocus at Client’s request (the “Authorized Users”), under the terms and conditions of this Agreement; and
- C. In consideration of the mutual covenants contained herein, the payment of the fees as required hereunder, and other good and valuable consideration, the sufficiency of which is acknowledged, and intended to be legally bound the Parties agree as follows.

I. SCOPE OF SERVICES

- A. **Software and Support Services:** Subject to Client’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, Benefitfocus shall make the Services available to Client for use by Authorized Users pursuant to this Agreement and the applicable Order Form during the term of the applicable Order Form(s).
- B. **Professional Services:** From time to time, Benefitfocus may make certain Professional Services available to the Client. Professional Services shall be described within the applicable Order Form.
- C. **Client Responsibilities:** Client shall, (i) be responsible for Authorized Users compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and of the means by which it acquired Client Data (as Client Data is defined in Section 2.1), (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Benefitfocus promptly of any such unauthorized access or use, (iv) use the Services only in accordance with the Documentation and applicable laws and government regulations; (v) cooperate with Benefitfocus, as reasonably requested in order for Benefitfocus to provide or Client to receive the Services or in resolving any issues associated with Client’s vendors and service providers. Client shall not, (i) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (ii) use the Services to store or transmit malicious code, (iii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (iv) attempt to gain unauthorized access to the Services or their related systems or networks. It is the sole responsibility of the Client to maintain all Client benefit plan documents and to exercise all discretionary authority with respect to such Client benefit plans.
- D. **Client Instructions:** Client is responsible for the consequences of any instructions Client may give to Benefitfocus in the course of performing the Services. Benefitfocus shall have the right to rely and act upon such instructions provided by Client, and Authorized Users, and their respective data entry systems, or any other instructions provided by Client to Benefitfocus. Benefitfocus shall be under no obligation to offset fees for Client’s failure to communicate accurate instructions.
- E. **Source Documents:** Benefitfocus will, to the extent it deems necessary to perform the Services, keep copies of all source documents provided by Client or on behalf of Client into the Benefitfocus system. Benefitfocus shall not perform as Client’s designated record keeper, or official document repository or system of record.

II. PROPRIETARY RIGHTS AND OWNERSHIP

- A. **Client Ownership of Client Data:** Any data provided by Client or Authorized Users including personally identifiable information and benefit plan data (collectively, the “Client Data”) to Benefitfocus in the use of the Software Services, in any format, is and shall remain Client’s property.
- B. **Reservation of Rights in Services:** Except for, and subject to the limited rights expressly granted hereunder for Client and Authorized User to utilize the Services, Benefitfocus reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No other rights are granted to Client hereunder other than as may be expressly set forth in this Agreement or the applicable Order Form.
- C. **Restrictions:** Client shall not, (i) create derivative works based on the Services, (ii) copy, frame or mirror any part or content of the Services, other than copying or framing on Client’s own intranets or otherwise for its own internal business purposes, (iii) reverse engineer the Services, (iv) lease, rent, resell, transfer, assign, lend or sublicense, or permit the unauthorized use of the Software Services to any other third party, (v) use the Software Services to provide service bureau, time sharing, rental, application services providing,



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hosting, or other computer services to unauthorized third parties without Benefitfocus' prior written consent, (vi) access the Services in order to, (i) build a competitive product or service, or (ii) copy any features, functions or graphics of the Services.

- D. **Suggestions:** Benefitfocus shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by anyone, including but not limited to Client and Authorized Users, relating to the operation of the Services.

III. PAYMENT

- A. **Payment:** Client shall pay to Benefitfocus the fees and expenses specified within an applicable Order Form. Except as otherwise set forth within an applicable Order Form, amounts payable by Client are due thirty (30) days from receipt of itemized (Client name, services billed, time period covered, any assessed taxes) invoice and are not subject to set-off. Past due amounts shall accrue interest at 1.5% per month, or the maximum rate permitted by law, whichever is lower. Client's or Authorized User's failure to utilize the Services shall in no way relieve the Client of any obligation to pay applicable fees.
- B. **Taxes:** All fees and other amounts payable by Client under this Agreement are exclusive of taxes and duties. Client shall be responsible for, and promptly pay all taxes and duties (including but not limited to sales, use, and withholding taxes) associated with the Agreement, or any Order Form, except for taxes based on Benefitfocus income. Client shall be liable for all taxes until such time as Client provides a tax exemption certificate to Benefitfocus.
- C. **Disputed Amounts:** Client shall pay all amounts when due. If Client disputes in good faith any invoiced amount, Client shall provide notice to Benefitfocus setting forth the reasonable basis for such disputed amount prior to the due date of the invoice. The Parties shall meet as soon as possible in order to resolve the dispute.
- D. **Suspension for Delinquent Account:** Benefitfocus reserves the right to suspend Client's and any Authorized Users' access to and/or use of the Service if any undisputed payment is due but unpaid 60 days past the due date, but only after Benefitfocus has provided Client two (2) notices, and at least ten (10) days have passed since the transmission of the second notice. Client agrees that Benefitfocus shall not be liable to Client or to any Authorized User or other third party for any suspension of the Service pursuant to this Section.

IV. CONFIDENTIALITY

- A. **Definition of Confidential Information:** As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), in any format whether oral, written, electronic, or other, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Client shall include any personally identifiable information or protected health information of Client's employees, Client Data and benefit plans. Confidential Information of Benefitfocus shall include the Services and Documentation. Confidential Information of each Party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, trade secrets, and business processes disclosed by such Party. However, Confidential Information (other than Client Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- B. **Protection of Confidential Information:** The Receiving Party shall (i) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, (ii) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement or otherwise in any manner to the Disclosing Party's detriment, and (iii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement. Neither Party shall disclose the terms of this Agreement, any Order Form or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other Party's prior written consent.
- C. **Compelled Disclosure:** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.
- D. **Protection of Client Data:** Benefitfocus shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data in accordance with the Business Associate Addendum attached hereto. Benefitfocus shall not (i) modify Client Data, (ii) disclose Client Data except as compelled by law or as expressly permitted herein or in writing by Client, or (iii) access Client Data except to provide the Services and prevent or address service or technical problems, or at Client's request in connection with support matters. Upon written request by Client no more than once annually, Benefitfocus will provide Client with Benefitfocus' most recent AICPA Service Organizational Control Type 2 (or the equivalent successor thereto) ("SOC")



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Reports, which may be redacted as applicable, but shall include at a minimum the controls that Benefitfocus may audit from time to time in the ordinary course of its business.

- E. **Return or Destruction of Confidential Information:** Upon request, each Party agrees to promptly return the other Party's Confidential Information in its possession, custody or control, or to certify the deletion or destruction of Confidential Information; provided, however, that the Receiving Party may retain a copy of any Confidential Information to the extent (i) required by applicable law or (ii) it would be unreasonably burdensome to destroy (such as archived computer records). In the event that return or destruction of Confidential Information is unduly burdensome, or not feasible, the Parties shall extend the protections of this Article to the retained Confidential Information, and which protections and provisions shall survive the termination of this Agreement.

V. TERM AND TERMINATION

- A. **Term:** The term of this Agreement shall begin on the Effective Date and shall continue thereafter until: (i) the expiration or termination of all Order Forms hereunder; or (ii) terminated by a non-breaching Party due to a material breach or default under this Agreement, which breach continues for thirty (30) days after a written notice to cure such breach, or if cure is not possible within said thirty (30) day period, the breaching Party has not commenced reasonable steps to cure such breach.
- B. **Termination by Insolvency:** Either Party may terminate this Agreement by providing written notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it, or admits in writing its inability to pay its debts as they mature, or if a receiver is appointed for a substantial part of its assets. In the event that this Agreement is terminated or rejected by a Party or its receiver or trustee under applicable bankruptcy laws due to such Party's bankruptcy, the Parties agree that this is a services agreement, and that there are no rights and licenses granted under or pursuant to this Agreement by such Party to the other Party which shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code and any similar laws in any other country, licenses of rights to "intellectual property" as defined under Section 101(35A) of the U.S. Bankruptcy Code.
- C. **Termination for Non-Appropriation of Funds.** Notwithstanding any other provision of this Agreement, it is understood and agreed to by the Parties hereto that Client shall be bound and obligated hereunder only to the extent that the funds have been appropriated and budgeted for the purpose of this Agreement. In the event funds are not appropriated and budgeted by or to Client in any fiscal year for payment due under this Agreement, Client shall immediately, but in no event less than thirty (30) days prior to end of fiscal year, notify Benefitfocus of such occurrence and this Agreement may terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to Client.
- D. **Effect of Termination:** Upon termination or expiration of this Agreement, except as permitted under this Article V, Client shall have no rights to continue to use or access the Services. If this Agreement is terminated by Client for any reason other than a termination expressly permitted by this Agreement, then all of the fees due under this Agreement for the remainder of the then current term shall be deemed earned and payable.
- E. **Retrieval and Deletion of Client Data:** Upon the expiration or termination of this Agreement or Order Form(s), as applicable, Benefitfocus shall immediately deactivate the applicable Client account(s). For a term of 30 days following the termination or expiration of this Agreement or the applicable Order Form(s), and upon Client request, Benefitfocus will grant to Client, at no charge, limited access to the Services, solely to Client's Administrator, for the sole purpose of permitting Client to retrieve or download any Client Data stored within the Software Services, provided that Client has paid in full all undisputed amounts owed to Benefitfocus, and Client is not otherwise in breach of any other provision of this Agreement. Thereafter, Benefitfocus shall have the right and be entitled to delete or securely archive any Client Data from Benefitfocus' production or test environments. After such 30-day period, unless otherwise required by applicable law, Benefitfocus shall have no obligation to maintain or provide any Client Data. Client further agrees that Benefitfocus shall not be liable to Client, nor to any Authorized User or third party, for any termination of Client access to the Service or deletion of Client Data, provided that Benefitfocus is in compliance with the terms of this Section.
- F. **Transition Services:** In the event that this Agreement or applicable Order Form expires, or is not renewed, then upon notice reasonably received prior to the date of expiration, in addition to the periodic and limited access provided pursuant to Section 5.4, Client may elect to request that Benefitfocus continue to provide the Software Services to a limited number of Authorized Users, for the period of time requested by Client (but in no event to exceed six (6) months). Such Transition Services shall be subject to Benefitfocus then current fees and will be available only if Client is current on all undisputed invoices (and to the extent there are disputed invoices pursuant to Section 3.3, Client and Benefitfocus have resolved such invoices within 30 days of termination of the applicable Order Form), Client continues to pay all fees when due, and is not otherwise in breach of this Agreement or Order Form.

VI. INDEMNIFICATION

- A. **Mutual Indemnification:** Each Party (the "Indemnifying Party") shall, at its own expense, defend the other party (the "Indemnitee") from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") arising out of or relating to the Indemnifying Party's breach of Section IV (Confidentiality) and indemnify the Indemnitee from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees)



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(collectively "Losses") to the extent based upon such a Claim. For the avoidance of doubt, each Party shall be responsible for its own acts and omissions.

- B. **Infringement Indemnification:** If during the term of this Agreement or any Order Form, the Benefitfocus proprietary software or any aspect of the Software Services is, or in Benefitfocus' opinion is likely to be, enjoined due to infringement of a third party's intellectual property rights, Benefitfocus will notify Client and at its own expense and option do any one or more of the following: (i) procure the right for Client to continue using the infringing item; (ii) replace at no charge to Client the infringing item with a non-infringing item that is reasonably equivalent in functionality; (iii) modify the infringing item to be non-infringing and reasonably equivalent in functionality; or (iv) terminate Client's rights to access or use the infringing item and equitably adjust the fees for any Software Services impacted by such termination. For the avoidance of doubt, Benefitfocus will indemnify, defend and hold harmless Client for any Claims that allege the Services infringe on the intellectual property rights of a third-party.
- C. **Indemnification by Client:** Client shall defend Benefitfocus against any Claim by a third party that arises out of or relates to Client's or Authorized User's acts or omissions with regard to Client Data or that alleges that Client's use of the Services infringes or misappropriates the intellectual property rights of a third party or violates applicable law and shall indemnify and hold harmless Benefitfocus for any Losses.
- D. **Conditions:** The obligations of indemnification are subject to the condition that the Party seeking indemnification give the other: (i) prompt written notice of any Claim or action for which indemnity is sought; (ii) complete control of the defense and settlement thereof by the Indemnifying Party, provided all settlements adverse to the interests of the indemnified Party shall be approved by that Party; and (iii) cooperation in the defense of the indemnified matter. This Section 6 states the Indemnifying Party's sole liability, and the Indemnitee's exclusive remedy for any type of third-party claim described in this section.
- E. **Texas Law Applicable to Indemnification:** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Client's rights.
- F. **No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.

VII. WARRANTIES & REPRESENTATIONS

- A. **Warranties and Representations of Benefitfocus:** Benefitfocus warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) the Software Services shall perform materially in accordance with the Documentation, (iii) the functionality of the Services will not be materially decreased during the term of the applicable Order Form, (iv) that the Professional Services hereunder shall be performed in a good and workmanlike manner consistent with generally accepted industry standards; (v) Benefitfocus has the required authority and right to provide the Services; (vi) Benefitfocus has not received notice of, and has no reasonable basis to believe that the Services infringe upon any intellectual property rights of any other party; and (vii) upon request from the Client, Benefitfocus will correct any error or omission attributable to Benefitfocus in connection with the Services at no additional charge to Client.
- B. **Remedy:** For any breach of a warranty stated, above Client's exclusive remedy shall be to terminate the Agreement and applicable Order Form as provided in Section 5.1.
- C. **Representations and Warranties of Client:** Client represents and warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) Client will possess all necessary and required authority and permissions to permit Benefitfocus to perform all the obligations under this Agreement; and (iii) the Services provided by Benefitfocus shall not include or imply any discretionary authority by Benefitfocus over the operation of the Client benefit plan in any manner that would cause Benefitfocus to be deemed a "fiduciary", trustee, plan administrator or named fiduciary of the Client benefit plan pursuant to ERISA or any applicable law; and (iv) Client will make all necessary arrangements with its third party vendors to cause such vendors to send and receive Client Data from Benefitfocus as required for Benefitfocus to perform the Services.

VIII. DISCLAIMERS & LIMITATION OF LIABILITY

- A. **DISCLAIMER OF WARRANTIES: EXCEPT AS SPECIFICALLY REPRESENTED OR WARRANTED WITHIN THIS AGREEMENT, BENEFITFOCUS SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE, OR THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION. ALL THIRD-PARTY CONTENT AND/OR SERVICES SELECTED BY CLIENT ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY CONTENT OR SERVICES IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY CONTENT OR THIRD PARTY SERVICE PROVIDER. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES MADE BY BENEFITFOCUS OTHER THAN AS SPECIFICALLY SET FORTH HEREIN.**
- B. **Limitation of Liability:** Except for Claims for indemnification under Article VI, or breach of a Party's obligations under Article IV, or Client's infringement of Benefitfocus intellectual property rights, in no event shall either Party's aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed the amounts actually paid by or due from Client



Client Services Agreement

for the services during the term of the applicable Order Form under the which cause of action arose. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, COVER, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, REVENUES OR OTHER FINANCIAL LOSSES,) ARISING UNDER OR RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT. The foregoing shall apply regardless of the negligence or other fault of the Party and regardless of whether such liability arises from contract, negligence, tort, strict liability or any other theory of legal liability. THE FOREGOING LIMITATIONS REPRESENT A BARGAINED FOR ALLOCATION OF RISK, WHICH ALLOCATION IS A MATERIAL ELEMENT OF THIS AGREEMENT, TO THE MAXIMUM EXTENT POSSIBLE UNDER APPLICABLE LAW.

IX. GENERAL PROVISIONS

- A. **Publicity:** Client agrees that Benefitfocus may: (i) use Client's name solely to name Client as a new Benefitfocus customer in its quarterly earnings release; and (ii) use Client's approved logo to identify Client as a Benefitfocus customer on the Benefitfocus website. The Parties further agree to jointly develop a mutually agreeable Press Release regarding the Parties' relationship prior to or within a reasonable time after Client commences use of the Software Services. Except as provided herein, or as required by law, neither Party will use the other's name, customers or trademarks in any advertisement, news release or other public communication.
- B. **Relationship of the Parties:** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- C. **Non Solicitation:** Neither Party will directly or indirectly solicit for employment any employee of the other Party, during the term of this Agreement and for a period of twelve (12) months thereafter. For the avoidance of doubt, neither Party is prohibited from employing an individual who approaches it about employment opportunities or who applies for a position in response to a posting, employment advertisement or other general solicitation of employment, or whose resume is posted by the individual to an employment web site that is searchable by a Party, whether during the Term or thereafter.
- D. **Assignment of Agreement:** Except as otherwise provided for in this Section, neither Party shall assign (whether by operation of law or otherwise) this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the written consent of the other Party to a successor entity or purchaser acquiring all or substantially all of its assets, provided, (i) such successor entity or purchaser is not a competitor of the non-assigning Party; and (ii), that such successor entity or purchaser agrees to assume in writing all of the rights, duties and obligations of the assigning Party under this Agreement for the term hereof. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.
- E. **Entire Agreement; Precedence:** This Agreement contains the entire understanding between the Parties and supersedes and replaces any prior or contemporaneous agreement or understanding between the Parties with respect to the subject matter hereof. No amendment or modification of the Agreement shall be valid, unless made in writing and signed by both Parties hereto. Each of the Recitals, Order Forms, Amendments and Addenda, which may be attached hereto are incorporated by reference into this Agreement as if fully stated herein. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any term or condition of any exhibit hereto or any transactional or other document issued in connection herewith, any such conflict will be resolved by giving precedence in the following order, most recently dated document first: (i) the Order Forms, as may be amended from time to time, and any exhibits or attachments thereto; (ii) this Agreement, as may be amended; and (iii) Addenda to this Agreement.
- F. **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- G. **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- H. **Right to Audit:** Upon request, Benefitfocus will provide supporting documentation to validate the fees charged on the invoice for the Services provided under this Agreement. Additionally, no more than once per year, and only to the extent the controls being audited are not addressed in an independent audit or independent assessment report that Benefitfocus previously provided to Client, upon at least thirty days' written notice, Client may, at its own expense, conduct an assessment of Benefitfocus' physical and/or technical environments related to the use and disclosure of PHI received from, or created or received by Benefitfocus on behalf of Provider or the safeguarding of such PHI to monitor compliance with this Agreement. Benefitfocus will reasonably cooperate with such assessment by providing access to knowledgeable personnel, physical premises, and documentation reasonably necessary to assess the controls applicable to the infrastructure and application software that process, store or transport data for Client pursuant to this Agreement. For the avoidance of doubt, this does not grant any additional system or network access not already granted under the Agreement.
- I. **Proprietary Information and Texas Public Information Act:** The Parties acknowledge and agree that certain information may be subject to disclosure under the Texas Public Information Act. Benefitfocus shall mark confidential and proprietary information and Client will, to the maximum extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary.
- J. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Client's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Client, its officers and



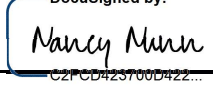
Client Services Agreement

employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Client by a party hereto, provided Client acted in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

- K. **Notices:** Any notices required or permitted hereunder shall be in writing and shall be delivered in person, by nationally recognized overnight courier service, by certified U.S. mail, postage prepaid, return receipt requested, or if provided herein or in an Order Form – email, addressed to the Party to be notified and in the case of Benefitfocus, to General Counsel, email Legal1@benefitfocus.com; and in the case of Client, to President/Owner at the address for such Party first set forth above or such address as either Party may hereafter specify in accordance herewith.
- L. **Attorney's Fees:** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.
- M. **Force Majeure:** Neither Party hereto shall be in breach or default of any provision of this Agreement by reason of its delay or failure to meet any of its obligations hereunder due to any event, circumstance, or cause beyond its control such as, but not limited to, circumstances beyond Benefitfocus' reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Benefitfocus employees), Internet service provider failures or delays, failures of telecommunication, or denial of service attacks. The performance of this Agreement shall then be suspended for as long as any such event shall prevent the affected Party from performing its obligations under this Agreement.
- N. **No Third Party Beneficiaries:** Nothing herein shall confer, upon any person other than Benefitfocus, Client and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- O. **Invalidity; Waivers:** If any provision or portion of this Agreement is held invalid, illegal, void or unenforceable as it appears in this Agreement by reason of any rule of law, then such provision shall be construed as being enforceable to the extent allowed thereunder. All other provisions of this Agreement shall nevertheless remain in full force and effect. Neither of the Parties shall be deemed to have waived any of its rights, powers or remedies hereunder except in writing by the waiving Party.
- P. **Survival of Terms:** Notwithstanding the expiration or earlier termination of this Agreement for any reason, the provisions of Articles II, III, IV, VI, and IX of this Agreement shall remain in full force and effect.
- Q. **Subcontractors:** Benefitfocus may engage third parties to perform Services under this Agreement (each, a "Subcontractor"). Benefitfocus shall remain responsible and liable for Subcontractor's performance of the Services.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives, in multiple counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

BENEFITFOCUS.COM, INC.

DocuSigned by:

 By: _____
 Print: Nancy Nunn
 Title: VP, Corporate Controller
 Date: March 29, 2021

WILLIAMSON COUNTY


 By: _____
 Print: Judge Bill Gravell Jr.
 Title: County Judge
 Date: Apr 6, 2021



Order Form

Pursuant to the terms and conditions set forth in the Client Services Agreement ("Agreement") between Benefitfocus.com, Inc. ("Benefitfocus") and Williamson County ("Client") (collectively the "Parties") and this Order Form, the Parties agree that Benefitfocus will provide to Client those Software Services identified and marked with an "X" in Section II for the fees indicated. The Professional Services and/or Software functionality (as applicable) are defined in the attached appendices.

I. Client Information		☒ New Client	☐ Existing Client	☐ System Integrator Implementation	☐ Reseller
1. Client Name:	Williamson County				
2. Address:	100 Wilco Way Georgetown, TX 78626				
3. Effective Date:	April 7, 2021				
4. Target Go-Live Date:	October 1, 2021				
5. End of Initial Term:	3 years from the date of <i>Benefitplace</i> Deployment as defined in Section IV				
6. Account Executive:	Amy Walker				
7. Solutions Engineer:	Sarah Collins				
8. Client Contact (name, phone number and email):	Shelley Loughrey 512-943-1533 sloughrey@wilco.org				
9. Invoice Contact (name, email, address and county):	Shelley Loughrey sloughrey@wilco.org Williamson County Benefits Dept. 100 Wilco Way HR-101 Georgetown, TX 78626 Williamson County				
10. Duplicate Invoice: (Yes/No):	No				
11. Duplicate Invoice Contact Information (name, email, address):	Not applicable				
II. Services:					
PROFESSIONAL & SOFTWARE SERVICES					
☒ Benefitplace® ☒ Health Insights ☐ HCM API ☒ Benefits Service Center ☐ Benefitplace Health Insights (Stand Alone) ☐ Additional Insights Data Sources (In Excess of Three) Benefitplace Product Upgrades ☒ Single Sign-On (SAML 2.0) ☐ Additional HCM/payroll deduction files ☐ Additional Data Load (Two (2) or More) ☐ Total Compensation App (Self-Service) ☐ acaMax Benefitplace Administrative Services ☐ Verification Services ☐ One Time Dependent Audit ☐ Ongoing Verification ☐ Fulfillment Services ☐ Open Enrollment Confirmation Statements ☐ Color ☐ Black & White ☐ Post Cards (Color) ☐ Custom Fulfillment Services ☐ QMCSO Services ☐ COBRA Administration ☒ Benefitfocus ACA Management & Reporting ☐ Optional Data Support Services ☐ ACA Paper Fulfillment Services			☐ Benefits Service Center Upgrade Options ☐ Extended Hours ☐ Extended Hours (Open Enrollment Only) Benefitplace Professional Services ☐ Content Management Services: ☐ One-Time ☐ Refresh ☐ Migration ☐ Additional hours ☐ Ongoing Subscription ☐ Custom Report ☐ Transmission Project ☐ Business Restructuring Services ☐ Annual ☐ One-Time ☐ Equifax Essentials Solution ☐ Standard Support ☐ Premium Support Benefitplace Additional Services: ☐ One Place Registration Services ☐ Open Enrollment Reservation Benefitplace Billing Services: ☐ Direct Billing ☐ Billing & Payment		



Order Form

WageWorks, Inc. Services						
WageWorks, Inc.						
☐ COBRA ☐ Complink 1 ☐ Complink 2		☐ Direct Billing ☐ Full Open Enrollment Services ☐ Partial Open Enrollment Services		☐ HRA ☐ Form 5500 (HRA)		☐ Commuter ☐ FSA ☐ Form 5500 (FSA)
Benefitplace Consumer Directed Healthcare Accounts						
☐ FSA ☐ HRA ☐ HSA						
III. Professional Services:						
A. Service:					One-Time Fee	
Benefitplace with Health Insights for Enrollment Eligible (Full) Employees					\$46,194.50	
Single Sign-On (Requires SAML 2.0) (1 link)					\$2,500	
Benefits Service Center					\$0 (waived)	
HCM/API Integration Suite Payroll Integration Data Interfaces (Number: 1)					\$0 (waived)	
TOTAL ONE-TIME FEES					\$48,694.50	
B. Professional Services Terms and Conditions:						
1. Professional Services shall commence upon the Effective Date, and continue until Acceptance, as defined in Section III.B.2. 2. Acceptance procedures are as follows: a. Each deliverable identified by Benefitfocus during implementation as Professional Services deliverables will be Accepted upon the earlier of; (i) Client uses the applicable Software Services or deliverable(s) under essentially normal operating conditions, or (ii) Client fails to reject the applicable Software Services within ten (10) business days of Benefitfocus' notice that the applicable Professional Services have been completed. b. Should Client reject a deliverable, such rejection must be accompanied by an explanation of the reasons for the rejection, including specific references to those portions of any relevant schedule, deliverable, acceptance criteria, or product Documentation, which is the basis for the rejection, including identifying those deficiencies that must be corrected in order for the deliverable to be Accepted. Client shall not offer as the basis for any rejection, and Benefitfocus shall not be required to correct, (i) any minor imperfections or defects that do not materially impair the operation or utility of any deliverable or the Software Services; or (ii) lack of data transmission to any non-integrated carriers; or (iii) any delays caused by Client or Client's carriers or vendors. 3. Except as otherwise stated herein, the Professional Services fees defined in Section III will be invoiced upon Client's execution of this Order Form. Benefitfocus will invoice Client for any increases in the number of units (e.g., Enrollment Eligible Employees, Non-Enrollment Eligible Employees, Transmission Projects, Vendor Data Interfaces, Single Sign-On links, etc.) that occurs during the <i>Benefitplace</i> implementation upon Client's Acceptance. 4. Client agrees that the Base <i>Benefitplace</i> Professional Services Fees include data exchange configuration enablement and testing services for the Vendor Data Interfaces listed in Appendix A. An additional one-time fee will apply for any changes or additions to such Vendor Data Interface list as defined hereunder. 5. Support of an HCM Integration Suite solution beyond the scope defined in Appendices A and B, including, without limitation, a change in the described solution or an increase in the number of HCM Integration Suite Data Integration Interfaces to be supported, requires further scoping and fees. Except to the extent the delay is solely caused by Benefitfocus, and unless otherwise agreed upon in writing, there will be no extensions or refunds in the event Client fails to use the HCM Integration Suite Professional Services within twelve (12) months of the Effective Date. 6. Client agrees to reimburse Benefitfocus for reasonable travel expenses approved in advance by Client for Professional Services for the implementation of the selected Software Services and understands that travel is not included within the fees presented herein and is an additional charge, which shall be invoiced at cost to the Client.						
IV. Ongoing Software Services:						
A. Services Description	Invoice Frequency	Rate	Employee Type	Minimum Quantity	Minimum Fee	Billing Terms
<i>Benefitplace with Health Insights</i>	Monthly	\$4.83	Enrollment Eligible Full	2,035	\$9,829.05	See Order Form, Section IV.B.2
<i>Benefitplace with Health Insights</i>	Monthly	N/A	Enrollment Eligible Voluntary Only	N/A	N/A	Not in Scope
<i>Benefitplace with Health Insights</i>	Monthly	N/A	Non-Enrollment Eligible	N/A	N/A	Not in Scope



Order Form

Benefits Service Center	Monthly	\$1.71	Enrollment Eligible Employees	2,035	\$3,479.85	See Order Form, Section IV.B.3
Benefitfocus ACA Management & Reporting Services	Annual	\$3	All employees	1,925	\$5,775	See Order Form, Section IV.B.4

B. Ongoing Software Services Terms and Conditions

1. At the End of the Initial Term, and any renewal term thereof, the Ongoing Software Services shall automatically renew for additional one (1) year terms (each a "Renewal Term"), unless either party provides written notice of its intent to not renew not less than ninety (90) days prior to the end of the then current term. In the event Client wishes not to renew this Order Form, Client must give Benefitfocus written notice of intention to not renew according to the timeframes defined herein and prior to the expiration of the then-effective period. Any such notice must be sent to Benefitfocus by email to Legal1@Benefitfocus.com or as required by the Agreement. Notices sent to Benefitfocus via any other method are not effective and will not result in non-renewal of this Order Form.
2. **Base Benefitplace with Health Insights Software Services:**
 - a. Commencement of the *Base Benefitplace with Health Insights* Software Services invoicing shall begin upon: (i) the month in which the Software Services achieve *Base Benefitplace* Deployment. "*Base Benefitplace* Deployment" is defined as the date that, (a) the Communication Portal available for use by Client (or any Authorized Users), or (b) any benefit to be managed within the enrollment module is available for use by Client (or any Authorized Users) or, (ii) provided that the delay is not caused solely by Benefitfocus, the Target Go-Live Date. For each day of delay caused solely by Benefitfocus, Deployment shall be delayed by an equal number of days.
 - b. Upon *Base Benefitplace* Deployment, and monthly thereafter, Benefitfocus will invoice Client based upon the greater of: (i) the minimum number of Enrollment Eligible Employees (Full or Voluntary Only) and Non-Enrollment Eligible Employees multiplied by the respective PEPM rate; or (ii) the actual number of Enrollment Eligible Employees (Full or Voluntary Only) and Non-Enrollment Eligible Employees loaded within the *Benefitplace* multiplied by the respective PEPM rate.
 - c. Client agrees that the *Base Benefitplace* Professional Services Fees include data exchange configuration enablement and testing services for the Vendor Data Interfaces defined in Appendix A. For any change or addition to the list defined in Appendix A, a \$3,500 fee per change shall apply for Transmission Data Vendor Interfaces and a \$8,000 fee per change for Transmission Project Data Vendor Interfaces and will be invoiced to Client as incurred. For the avoidance of doubt, an addition of a BenefitsPlace Benefit Catalog product or a replacement of a BenefitsPlace Benefit Catalog product with another BenefitsPlace Benefit Catalog product will not incur a fee.
3. **Benefits Service Center Services:**
 - a. Commencement of the Benefits Service Center Services invoicing shall begin upon: (i) the month in which the Benefits Service Center Services are made available to Client (or any Authorized Users), or (ii) provided that the delay is not caused solely by Benefitfocus, the Target Go-Live Date. For each day of delay caused solely by Benefitfocus, invoicing shall be delayed by an equal number of days.
 - b. Upon Commencement of the Benefits Service Center Services, and monthly thereafter, Benefitfocus will invoice Client based upon the greater of: (i) the minimum number of Enrollment Eligible Employees (Full or Voluntary Only) and Non-Enrollment Eligible Employees multiplied by the respective PEPM rate; or (ii) the actual number of Enrollment Eligible Employees (Full or Voluntary Only) and Non-Enrollment Eligible Employees loaded within *Benefitplace* multiplied by the respective PEPM rate.
4. **Benefitfocus ACA Management & Reporting Services:**
 - a. Standard IRS Reporting Services. Benefitfocus will invoice Client for the PEPY fee for the IRS Reporting Period selected above on April 1 of the IRS Reporting Period year or upon contract execution and, provided Client renews, each April 1 thereafter for the remainder of the Order Form term at the above PEPY rate. For the selected IRS Reporting Period and each additional Reporting Period thereafter, Benefitfocus will also determine the difference between the number of employees invoiced by Benefitfocus as of April 1 of the applicable Reporting Period and the actual number of employees electronically submitted to the IRS following such Reporting Period, and, to the extent the number of employees electronically submitted to the IRS is higher, then Benefitfocus will also invoice Client for the additional number of employees electronically submitted to the IRS multiplied by the above PEPY.
5. **Definitions:**
 - a. An "Additional *Benefitplace* Data Source for Initial Load" means that term defined in Appendix A to this Order Form.
 - b. A "Data Capture" means that term defined in Appendix A to this Order Form.
 - c. A "Vendor Data Interface" means that term defined in Appendix A to this Order Form.
 - d. An "Enrollment Eligible Employee" term used without reference to "Full" or "Voluntary Only" means both Enrollment Eligible Employee (Full) and Enrollment Eligible Employee (Voluntary Only).
 - e. An "Enrollment Eligible Employee (Full)" means an employee that is eligible for at least one (1) medical, dental, vision, or other IRC Section 125 benefit type within the *Benefitplace*.

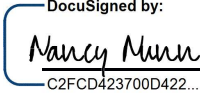


Order Form

- f. An "Enrollment Eligible Employee (Voluntary Only)" means an employee that is only eligible for enrolling in one (1) or more non-IRC Section 125 benefit types configured within the *Benefitplace*.
- g. A "Non-Enrollment Eligible Employee" means an employee that is not eligible for enrollment in a benefit configured within the *Benefitplace* and is either, (i) provided access to the Employee Communication Portal component of the *Benefitplace*, or (ii) not provided access to the *Benefitplace* and, if applicable, is loaded within the *Benefitplace* solely for the purpose of performing data transmission and/or reporting functions.
- h. An "Enrolled Employee with Dependent(s)" means a Client employee loaded within the *Benefitplace* that is enrolled in one or more configured benefit plans with a coverage level that includes at least one enrolled dependent.
- i. A "HCM Integration Suite Data Integration Interface" means one data transmission link that includes up to one (1) inbound employee demographic file from Client's HR indicative or payroll system for importing within the *Benefitplace* and one (1) outbound deduction file exported to Client's HR indicative or payroll system from the *Benefitplace*.
- j. A "Transmission Vendor Data Interface" means that term defined in Appendix A to this Order Form.
- k. A "Transmission Project Vendor Data Interface" means that term defined in Appendix A to this Order Form.
- 6. The fees set forth in the Order Form will remain fixed for the first twelve (12) months following Deployment. Annually, thereafter, Benefitfocus will increase the Ongoing Software Services fees on an annual basis by the greater of 3% or CPI-U.
- 7. Certain services under this Order Form may be performed by Benefitfocus or Benefitfocus' subcontractors and vendors located abroad. Notwithstanding any such services performed by third parties, Benefitfocus shall remain liable for all services performed hereunder.

This Order Form is accepted and agreed to by:

BENEFITFOCUS.COM, INC.

By: 
 Print: Nancy Nunn
 Title: VP, Corporate Controller
 Date: March 29, 2021

WILLIAMSON COUNTY

By: 
 Print: Judge Bill Gravell Jr.
 Title: County Judge
 Date: Apr 6, 2021



Appendix A: Implementation Order Form

Section I: HCM/API Integration Provider(s):

Total Number of HCM/API Integration Data Interfaces: 1

Vendor System/Version	File Type	Inbound or Outbound Exchange	System Administered by Vendor, Client, or Broker	Standard or Custom
Oracle E-Business	Employee Demographic File	Inbound	Client	Standard
Oracle E-Business	HCM Deduction File	Outbound	Client	Standard

Section II: Direct Vendor Interfaces (Non-Benefit Catalog)

Total Number of Transmission Projects: 0

Total Number of Vendor Interfaces in Excess of Six (6): 0

Vendor Interface	Benefit Type	Data Capture, Transmission, Transmission Project, or Transmission (API)	PEPY (Y/N)?
UHC	Medical	Transmission	No
UHC	Dental	Transmission	No
UHC	Vision	Transmission	No
UHC	FSA	Transmission	No
UHC	DCFSA	Transmission	No
Symetra	Basic Life	Data Capture	No
Symetra	Basic AD&D	Data Capture	No
Symetra	Supplemental Life	Data Capture	No
Symetra	Supplemental AD&D	Data Capture	No
Symetra	Spouse Life / AD&D	Data Capture	No
Symetra	Dependent Life / AD&D	Data Capture	No
Symetra	Voluntary STD	Data Capture	No
Symetra	Voluntary LTD	Data Capture	No
MetLife	Accident	Transmission	Yes
MetLife	Critical Illness	Transmission	Yes
Hyatt / MetLife	Legal	Transmission	No
InfoArmor	Identity Theft	Transmission	Yes
Nationwide	Pet Insurance	Transmission	No

Section III: Benefit Catalog Vendor Interfaces: N/A

Section IV: Single Sign-On:

Total Number of SSO Link(s): 1

Single Sign-On Vendor	Direction (relative to Benefitfocus) Inbound or Outbound
Williamson County Sharepoint	Inbound

Section V: *Benefitplace* Vendor Data Sources:

Total Number of *Benefitplace* Data Sources for Initial Load in Excess of one (1): 0



Appendix A: Implementation Order Form

Section VI. *Benefitplace* Health Insights Data Sources

<i>Benefitplace</i> Health Insights Data Source Support Services			
Ongoing Data File Sources	Historical Data File Sources	Data File Type	Frequency
UHC	UHC	Medical Claim	Historical - one time; Ongoing - monthly
UHC	UHC	Medical Carrier Eligibility	Historical - one time; Ongoing - monthly
UHC	UHC	Prescription Claim	Historical - one time; Ongoing - monthly

Section VII. Definitions:

1. “*Benefitplace* Data Source for Initial Load” means a third-party data source that is used to complete the initial data load of Client’s employee data within *Benefitplace* during the initial *Benefitplace* implementation.
2. “*Benefitplace* Health Insights Data Source” means a third party or Client-supplied data file source, which may include new, historical or replacement medical claim, prescription claim, eligibility and/or ancillary data file(s).
3. “Data Capture” link means that the applicable benefit type will be enabled and the associated benefit elections will be stored within the Enrollment Portal; provided, however, the transmission of such benefit elections data from Benefitfocus to the applicable carrier or third party provider system is not commercially available or in scope, and shall be the responsibility of Client (or its Authorized User) utilizing Benefitfocus’ standard or ad-hoc reports through self-service.
4. “HCM Integration Data Interface” means one data transmission link that includes up to one (1) inbound employee demographic file from Client’s HRIS system for importing within *Benefitplace* and one (1) outbound HRIS or HCM integration file exported to Client’s HR indicative or payroll system from *Benefitplace*.
5. “SSO Link” means a single sign-on link defined if designated as in scope per the Order Form.
6. “Transmission Vendor Data Interface” means that an interface to transmit the applicable employee benefits data from Benefitfocus to the applicable vendor system is commercially available for enablement within *Benefitplace* and will be enabled, tested, and deployed within Client’s production environment by Benefitfocus. This link also includes an API link made commercially available by Benefitfocus.
7. “Transmission Project Vendor Data Interface” means that the applicable vendor benefit type will be enabled as a Data Capture link; provided, however, that Benefitfocus will add such request to its EDI development queue in order to convert to a Transmission Vendor Data Interface.
8. “Vendor Interface” means a file containing Client Data for one or more vendor benefit products or other vendor indicative data that is transmitted from the *Benefitplace* Client’s third-party vendor or received from Client’s third-party vendor for importing within the *Benefitplace*.

This Appendix defines a high-level overview of the Professional Services to implement the Software Services specified in the Order Form between Client and Benefitfocus. Detail regarding specific tasks, resources, and deliverables are defined within the project plan created as part of project coordination and discovery.

I. Benefitfocus Benefitplace ("Benefitplace") Professional Services:
A. Benefitfocus shall:

1. Conduct pre-implementation coordination and scheduling
2. Hold a discovery kick-off call to initiate implementation project, no later than ten (10) business days after second signature of this Order Form.
3. Create, review, and finalize project plan for *Benefitplace* implementation
4. Review and finalize system configuration and Documentation
5. Provide access to on-demand online standard training videos, assessments, and product documentation designed to provide users with foundational skills.
6. Provide quarterly content updates to ensure training information is aligned with system functionality.
7. Conduct internal quality assurance and Client acceptance testing
8. Complete Client Acceptance signoff and deploy to a production environment
9. For this implementation, Benefitfocus will configure one (1) benefit plan year, open enrollment. Should the Client request to change the scope of the implementation, Benefitfocus reserves the right to reassess the resource allocation strategy and timeline for the project, initiate contracting for a change request order form, and to charge fees for additional effort.
10. Client shall:
 - a. Provide all plan documentation, rates, employee demographic data, eligibility rules, and any additional information reasonably necessary for the completion of discovery and configuration of the *Benefitplace*. All benefit documentation and benefit and census data must be provided prior to the implementation kickoff date. Delays in providing this information may result in the delay of the Target Go-Live Date.
 - b. Provide resources to attend status meetings, participate in the completion of discovery and the testing of the *Benefitplace*, including, but not limited to Human Resources, payroll and other data subject matter experts, and IT resources.
 - c. Complete online trainings as required by the implementation project plan
 - d. Complete testing and provide signoff at key milestones defined in the implementation project plan
 - e. Complete the testing and validation efforts required by the implementation project before the Target Go Live Date. This effort includes, but is not limited to, platform testing, payroll and HCM integration testing, and end-to-end process testing. Signoff for these activities must be provided by Client before the Target Go-Live Date.

B. The Professional Services defined under this Appendix are subject to the following implementation conditions:

1. All benefit plans and carriers must be finalized ninety (90) days prior to the Target Go-Live Date. If this information is delayed, the target go live date will be pushed by an equal number of days, without penalty to Benefitfocus. Benefitfocus must receive current state benefits information and data for census and benefit data before the project kickoff date. Any delay in receiving the initially requested information may delay the Target Go-Live Date.
2. Should the Client provide new requirements after the signoff for system testing and validation, Benefitfocus reserves the right to delay the Target Go-Live Date of the platform to allow for necessary rediscovery, configuration, and testing.
3. Benefitfocus will be implementing the active population benefits administration onto the *Benefitplace* platform. Retiree benefits will be managed on the platform.
4. Benefitfocus will not be managing the enrollments or deductions for policies that are individually underwritten. These will be managed outside the system, as the *Benefitplace* platform requires a group-based and rule-based strategy to premium calculation.
5. Should it be determined during the implementation that an additional Vendor Data Interface is required, Benefitfocus will work with the Client and the applicable vendor to set up the Vendor Data Interface after a change request Order Form has been signed. This change request Order Form will have an implementation timeline independent from the timeline established in this Order Form.
6. Additional services beyond the scope of this Section may require further scoping and pricing, including, without limitation, implementation of a new Vendor Data Interface, implementation of a new payroll interface, changes to an existing payroll interface, or configuration services associated with a merger, acquisition, divestiture or other business change which requires *Benefitplace* Restructuring Services

II. Benefitplace Implementation Services (Enrollment Portal):
A. Project coordination and discovery:

1. Hold a discovery kick-off call to initiate the implementation project, including providing Client with templates for gathering benefits, plan, and rule information
2. Review and finalize enrollment configuration documentation, including implementation profile, change reason profile, and client-specific rules

3. Limited to those benefits and benefit providers specified as “EDI Transmission” within the Implementation Order Form, Benefitfocus shall provide HIPAA 834 and iMax[®] format specifications and participate in discovery calls with Client and Client’s benefit provider to plan EDI protocols, including schedules, file naming conventions, transmission details (*e.g.*, URLs for Secure FTP), exception handling procedures, and data maps

B. Configuration of enrollment application and standard and advanced reporting functionality:

1. Configure enrollment application with Client’s plans, offerings, and designated carrier contract rules
2. Configure open enrollment dates and enablements
3. Enable standard and advanced *Benefitplace* reporting functionality
4. Benefitfocus offers standard reporting options that can be utilized through the self-service tool *Benefitplace*. Any manipulation or modification of these reports that is requested by Client is the responsibility of the Client, unless the building of custom reporting options has been purchased.
5. Each of the items listed above may require that the Client and Benefitfocus agree to certain standard parameters and rules, including, but not limited to, benefit eligibility, deduction calendar setup, qualified life event processing, and other applicable business rules that will be used by the Client. In other cases, the *Benefitplace* platform may provide alternative parameters and rules that may be used by the Client. However, in all cases, the functionality of the *Benefitplace* platform will be limited by the parameters, rules, alternatives and options that the *Benefitplace* platform currently uses and is designed to permit as of a given time to address the issues listed above.

C. Initial Data Load (Enrollment Portal):

1. Client will provide Benefitfocus with the appropriate data sets from either its current system of record or its carriers.
2. Once the applicable data files are received from Client and Client’s benefit providers (as applicable), Benefitfocus will load the applicable employee benefits data, dependent information, and current benefit elections that include EOI in the enrollment portal (excluding all benefit elections that do not include EOI beneficiary information) and perform internal quality assurance of loaded data. Benefitfocus will not load Beneficiary data.
3. Client understands the accuracy and completeness of the data loaded into the *Benefitplace* is directly impacted by the accuracy and completeness of the data provided by or on behalf of the Client.
4. Client will validate all data extracts prior to delivery from Client to Benefitfocus
5. Client will provide data files in the format defined in the *Benefitplace* file specification.
6. Benefitfocus may require that the Client shifts to an active open enrollment strategy where members must actively elect their benefits to retain them for the next plan year if the health of the data is in a poor state.

D. Conduct Client Acceptance testing:

1. Provide Client access to test system configured with Client-specific settings
2. Schedule and conduct a walkthrough of enrollment system with Client to review business rules and plan configurations
3. Verify data load, review exceptions with Client, and determine strategy for resolving data exceptions
4. Client will complete testing and validation of the *Benefitplace* platform prior to the Target Go-Live Date.
5. Provide templates for Client signoff on acceptance of employer and rate information

III. Benefitplace Implementation Services (Content Manager):

A. Project coordination and discovery:

1. Provide online training video and user guide
2. Hold a 1-hour discovery session to review Client corporate style, URL, and content library configuration

B. Configuration of the Content Manager:

1. Activate the Content Manager with Client-specific URL (20-character limit with no special characters or dashes)
2. Upload Client’s logo
3. Provide up to 5 hours of support to configure Content Manager navigation, pages, upload content, and audience filtering
4. Display pre-authored *Benefitplace* content per Client’s specifications

C. Client shall:

1. Provide Benefitfocus with URL and logo (.png, .gif or .jpg) image
2. Provide all written content
3. Complete configuration of the Content Manager in preparation for use by Client and its Authorized Users

IV. Advanced Branding

- A.** Design advanced theme and branding provided by Benefitfocus Design Consultants, based upon branding guide provided by Client for the setup of a branding style tile. No additional branding updates will be made after the implemented deployment, unless assessed with additional charges. Includes:

1. Private label configuration
2. Configurable colors, fonts and styles throughout the Member Role™
3. Configurable design of small and large icons
4. Configurable colors and fonts of buttons

5. Configurable tab names, as applicable

V. Platform Usage Stats

- A. Enable Platform Usage Stats monitoring tool used to analyze member engagement and utilization of provided features. This includes the ability for Client HR Administrators to track member activity in the *Benefitplace*. Platform Usage Stats will be made available to the Client HR Administrator within the Benefits Administrator role.

VI. Data exchange (eLinks) Implementation Services:

- A. Implement and test the facilities for EDI data transmission (Transmission eLinks) and Data Capture (Transmission Projects) of benefit elections from *Benefitplace* to Client's benefit providers, who are integrated with Benefitfocus and identified within the Implementation Order Form as "Transmission" or "Data Capture (Transmission Project)", and utilizing HIPAA 834 or iMax® and benefit provider transmission schedules
- B. If it is determined throughout the implementation that the Client's membership system within the applicable vendor system uses a legacy format is not supported by the standard integration established between Benefitfocus and that vendor, or the vendor refuses to integrate with Benefitfocus for the Client, Benefitfocus may change the transmission status to "Data Capture."
- C. Should it be determined during the implementation that an additional vendor interface is required, Benefitfocus will work with the Client and the applicable vendor to set up an interface after a change request Order Form has been signed. This change request Order Form will have an implementation timeline independent from the timeline established in this Order Form and may be subject to additional fees.

EDI development for a Transmission eLink or a Data Capture (Transmission Project) requires the cooperation and consent of the applicable carriers or benefit providers, which may grant or withhold such cooperation and consent in their sole discretion, and which is further subject to the Benefitfocus integration schedule and software release process. Benefitfocus shall utilize commercially reasonable efforts to make such connections available by the Target Go-Live Date, but shall not be liable for any delay or failure by the carrier or benefit provider to grant such connection, and unless specifically stated herein, Benefitfocus does not warrant any date or availability for such connections. Client further acknowledges that additional scoping and pricing may be required to the extent a standard Benefitfocus file format and specifications are not utilized to convert a Data Capture (Transmission Project) into a Transmission eLink. Client shall provide Benefitfocus with the contact information for each carrier, along with authorization to contact each carrier to gather the necessary information to configure, test and deploy these connections.

D. Data exchange configuration and testing services:

1. Configure outbound data extraction jobs for each of Client's data transmission links
2. Create at least one (1) test file for each data transmission link and provide to the respective carrier/vendor via the documented transmission method.
3. Client shall require carrier/vendor to validate transmission within two (2) days of receipt.
4. Participate with Client on carrier/vendor testing calls to review and validate file extract
5. Any other transmission of Client's benefit election data shall be the responsibility of Client utilizing Benefitfocus' standard or ad-hoc reports (Client Self Service)

VII. HCM Integration Suite Implementation Services:

Due to the custom nature of HCM systems integrations, HCM Integration Suite Connect implementation is scheduled according to the Benefitfocus release schedule

- A. HCM Integration Suite Implementation Services requires technical discovery and configuration
- B. **Inbound and outbound files:** Implement one (1) file-based data exchange (inbound demographic file and outbound deduction file) interface to and from Client system using a Benefitfocus file format. Benefitfocus will:
 1. Hold a discovery call with Client's payroll or HRIS system subject matter expert
 2. Provide specifications to Client on the Benefitfocus file format and required data elements
 3. Document schedule and connections specifications for regular inbound and outbound file exchange
 4. Review Benefitfocus job and exception reports and define error resolution procedures
 5. Determine and document a schedule for payroll implementation, testing, and deployment
 6. Conduct payroll integration file or HRIS integration file testing
 7. Conduct up to three (3) successful test cycles in which a test employee demographic file is received from Client and processed into *Benefitplace*
 8. Conduct up to three (3) successful test cycles in which test payroll integration file or HRIS integration file is extracted from *Benefitplace* and imported into the Client system

VIII. Cost Estimator Implementation Services:
A. Project coordination and discovery:

1. Hold a discovery kick-off call to initiate implementation project, including providing Client with templates for gathering medical plan attribute and rule information
2. Create, review, and finalize project plan for Client implementation
3. Review and finalize enrollment configuration documentation, including implementation profile and Client-specific rules
4. Configuration of Cost Estimator within online enrollment

B. Carrier enablements:

1. Plan attributes for the medical plans defined during discovery
2. Cost estimator
3. Client plan dependency rules (as applicable)
4. Healthcare utilization data:
 - a. Generic: Storage and enablement of healthcare utilization data (the "Utilization Data") based upon healthcare cost, utilization, and expected values for a particular age and gender based upon national averages provided by the Medical Expenditure Panel Survey of the US Dept. of Health and Human Services for a consumer selecting private coverage in the United States (the "MEPS national averages")

C. Conduct Client acceptance testing:

1. Provide Client access to test system configured with Client-specific settings
2. Schedule and conduct walkthrough of Cost Estimator with Client to review configurations
3. Test the facilities for data integration from *Benefitplace* and Client's data warehouse to the Cost Estimator to validate the estimated medical plan costs based upon the configured plan attributes and selected Utilization Data

IX. Benefitplace Health Insights Professional Services:
A. Initial Implementation Services

1. Project coordination and discovery services:
 - a. Conduct pre-implementation coordination and scheduling
 - b. Hold a discovery kick-off call to initiate implementation project
 - c. Create, review, and finalize project plan for implementation
 - d. Hold a discovery session
 - e. Provide an overview of functionality

B. Data Source Integration Services:

1. Implement and test the facilities for data transmission from Client's data file source(s), as defined herein, and utilizing Benefitfocus standard file formats, data processing logic, and schedules:
 - a. Medical eligibility/claim data transmission - inbound transmission of the medical historical eligibility and claim extract files from Client's applicable data file source(s) defined in the attached Appendix A or as defined in a subsequent Order Form, and implementation of the file layout into the standard Benefitfocus data set and standard data validation and translation process for loading
 - b. Prescription data transmission – inbound transmission of Client's pharmacy data file sources defined in the attached Appendix A or as defined in a subsequent Order Form, as applicable, and implementation of the file layout into the standard Benefitfocus data set and standard data validation and translation process for loading
 - c. Ancillary data transmission – inbound transmission of Client's ancillary data file sources defined in the attached Appendix A or as defined in a subsequent Order Form, as applicable, and implementation of the file layout into the standard Benefitfocus data set and standard data validation and translation process for loading
 - d. Client has been advised and understands that data transmission from unique data file sources requires the cooperation and consent of those data file sources, which those data file sources may grant or withhold in their sole discretion, and which are further subject to the Benefitfocus integration schedule. Data file sources may also charge a fee for providing data extracts. Benefitfocus shall utilize commercially reasonable efforts to make such connections but shall not be liable for any failure by the data file source to grant such connection, and unless specifically stated herein, Benefitfocus does not warrant any date or availability for such connections.
 - e. *Benefitplace* Health Insights integration of new data file source(s) is dependent on the applicable carrier or provider of data file source(s). Implementation of data file source(s) will begin after the second signature of the applicable Order Form and confirmation from the customer that applicable data file source(s) have agreed to release of data. Data files must be received from the applicable carrier or provider of data file source(s) no later than sixty (60) days from the second signature of the applicable Order Form to meet the data source integration target date of approximately one hundred twenty (120) days. In addition, if questions arise about the data and responses are not received from the applicable carrier or provider within five (5) business days, Client will be notified, and the target date may not be attainable. Benefitfocus will work with Client to resolve all issues that arise.

C. Benefitplace Health Insights Training Services

1. Benefitfocus will provide the following *Benefitplace* Health Insights overview to Client:
 - a. An overview of *Benefitplace* Health Insights for HR Administrators, which shall include:
 - i. Review of Cost Estimator with integrated healthcare usage navigation and functionality
 - ii. Navigating to the *Benefitplace* Health Insights dashboard and overview of metrics, interactive click-thru and details
 - iii. Utilizing *Benefitplace* Health Insights dashboard filtering and printing functionality
 - b. Benefitfocus shall provide the following training to Client:
 - i. System operations training:
 - (a) Designed for users who will not only need to operate the basics of the *Benefitplace* Health Insights portal, and may also be called upon to operate the *Benefitplace* Health Insights Software Services functions in the course of business operations
 - (b) This session provides in-depth training and includes problem solving scenarios for attendees
2. System configuration and maintenance training:
 - a. Designed for users tasked with managing the content of the *Benefitplace* Health Insights portal. While training is more technical in nature, attendees should have participated in system operations training to ensure a basic knowledge of system navigation and familiarity with the user audience
 - b. Primary training topics include user management, technical system configuration, and per-group implementation
3. Additional computer-based training sessions or onsite training at the Benefitfocus Charleston office are available at then-current Benefitfocus rates.

X. Benefit Service Center (“BSC”) Implementation Services:

- A. Project coordination and discovery shall include:
 1. Schedule and conduct a discovery kick-off meeting to:
 - a. Establish roles and responsibilities
 - b. Review Implementation process
 - c. Establish project plan and timeline
 - d. Set expectations for discovery
 2. Review discovery call agenda, and make adjustments as required
 3. Define BSC business processes, procedures and protocols with Client and collect:
 - a. Organizational overview training; purpose, values
 - b. New hire orientation training
 - c. Benefit - Summary Plan Description
 - d. Benefit - Summary of Benefits
 - e. Benefit Plan rules, processes and procedures
 - f. Frequently asked question responses
 - g. Contact information
 - h. Determine requirements for carrier system access permissions
 4. Additional Services:
 - a. Capacity and resource forecasting
 - b. Establish access permissions
 - c. Enable Interactive Voice Response (IVR)

XI. Single Sign-On Professional Services:

- A. Single sign-on setup and configuration consists of discovery, user mapping, transport technology, PingFederate configuration, testing support, operational monitoring, and maintenance and includes:
 1. Technical discovery to identify technical and functional requirements and limitations
 2. Setup and configuration of one single sign-on link from Client’s Sharepoint portal to *Benefitfocus Benefitplace*
 3. Single sign-on implementation using standard SAML 2.0 technology, or the current version thereof
 4. Single sign-on deployment to allow *Benefitfocus Benefitplace* to open in a new window when launched from Client’s Sharepoint portal
 5. Configuration of links/URLs for single sign-on credential exchange
 6. Configuration and support of keep-alive and logout URLs
- B. Client shall be responsible for coordinating with Benefitfocus to create user accounts and update account information to permit the single sign-on to operate as configured and implemented.



Appendix C: Software Services and Software Support Description

This Appendix defines a high-level overview of the functionality of the Software Services selected in the Order Form between Client and Benefitfocus. To the extent applicable, detailed functionality for the Software Services, subject to warranty claims, is defined within the current versions of the User Guide, Admin Guide and Report Guide, as provided to Client, and as updated with each new release.

I. Summary of *Benefitplace* Functionality:

A. Content Manager:

1. An online, Client-branded internet portal utilizing a unique URL providing:
 - a. A content management system, including on-line tools for Client management
 - b. Content libraries and tools (including Frequently Asked Questions, RSS feeds, to-do lists, and training libraries)

B. Online Benefit Enrollment:

1. Online enrollment for Client's benefits (listed in Appendix A to the Order Form - Implementation Order Form), or as may be amended via an eLink Order Form and consisting of:
 - a. Employee tasks:
 - i. Enter or change personal and demographic information
 - ii. Benefit elections and life event changes
 - iii. Printing of enrollment confirmation
 - b. HR Administrator tasks (in addition to employee tasks):
 - i. Add/terminate/rehire employees
 - ii. Add, change, or cancel COBRA elections
 - c. Defined contribution functionality:
 - i. Shopping cart feature within the Benefitfocus Employee Role™, including:
 1. Display of applicable defined contribution amounts based upon the configured business rules and benefit enablements
 2. Progressive allocation of the defined contribution amounts based upon the plans selected during the enrollment user workflow
 - d. Cost Estimator to compare plan attributes and out-of-pocket expenses for selected medical plans
2. Enablement and display of third-party service provider products from the Benefitsplace Benefit Catalog to Authorized Users utilizing Benefitfocus standards.
3. Client acknowledges agrees that:
 - a. Benefitfocus and/or its wholly-owned subsidiary, Benefitstore, Inc., may receive compensation for placement of certain Benefitsplace products
 - b. Notwithstanding anything to the contrary stated within the Agreement, Benefitfocus may use Client Data, including, but not limited to contact, demographic, beneficiary and dependent information and information regarding previously enrolled benefits to market and provide other Services to Client's current and terminated Authorized Users.

C. Reporting Library:

1. A tool that offers options to generate and view reports by HR Administrators access to employee benefit-related data. HR Administrators are able to:
 - a. Apply various filters to capture the critical data points
 - b. Download reports via Excel, CSV, and PDF

D. Event driven notifications:

1. *Benefitplace* provides eMail and SMS text messaging capabilities through the use of the Benefitfocus event driven messaging framework, which allows HR Administrators the option to:
 - a. Send scheduled messages, confirmation messages and event-based messages to their Authorized Users
 - b. Create edit and manage message content and details
 - c. Establish event driven rules for when a specific message can be sent (*e.g.*, when an Authorized User reaches a specific age, based on the individual employee's start and end date of enrollment, etc.)
 - d. Select messages to be delivered via eMail or SMS Text Message

Note: *eMail messages and SMS text notifications are available to the Client at no additional fee as part of the Benefitplace offering.*

E. eLinks:

1. Infrastructure for submission of benefit elections to Client's benefit providers, utilizing HIPAA 834 and iMax® file formats with Benefitfocus integrated carriers (utilizing Benefitfocus eLinks) or Client submission of enrollment reports to Client's benefit providers (Client Self Service), as applicable

F. HCM Integration Suite Connect:

1. Infrastructure for import and export of data to and from Client's payroll system utilizing a file format developed by Benefitfocus
2. Import data into *Benefitplace* containing eligibility updates such as new hires, terminations and category changes



Appendix C: Software Services and Software Support Description

3. Export data to Client's payroll system from *Benefitplace* containing outbound deduction amounts or codes

G. Cost Estimator:

1. An online, interactive decision aid tool made available within *Benefitplace*, which provides the following functionality when launched from the Medical Plan Selection Page of Online Enrollment:
 - a. Comparison of up to four (4) medical plans [up to three (3) side-by-side on screen comparisons] based upon plan attributes configured within *Benefitplace*, by way of example, out-of-pocket maximums, deductibles, co-insurance percentages, plan rates (the "Plan Attributes"), and typical healthcare usage (the "Utilization Data"), and cost information
 - b. Cost estimator to calculate the estimated cost for each medical plan selected, based upon the selected Plan Attributes and Authorized User's Utilization Data:
 - i. The Cost Estimator estimates the Authorized User's costs based upon benchmark healthcare cost and utilization data provided by the Medical Expenditure Panel Survey of the US Dept. of Health and Human Services (the "MEPS national averages"). Authorized Users can apply to their own expected utilization as they compare plans. The default Utilization Data is based upon expected values for a particular age and gender based upon national averages for consumer selecting private coverage in the United States.
 - ii. The Cost Estimator defaults the Authorized User's Utilization Data based upon healthcare utilization data as available within the *Benefitplace* Health Insights Software Services.
 - iii. Authorized Users may adjust the default Utilization Data within the Cost Estimator to personalize their Utilization Data based upon their expected future healthcare utilization, such as frequency of doctor's visits or number of prescriptions filled
 - c. Display of estimated annual costs based upon the premium value for each medical plan, estimated out-of-pocket costs calculated by the cost estimator, Client contribution, and tax advantage accounts
 - d. Printable version of the medical plan comparison performed by the Authorized User to include plan details and out-of-pocket cost estimates for each of medical plans being compared
 - e. The Cost Estimator will be made available within *Benefitplace* during Client's open enrollment and throughout the Client plan year to support new hires and qualified life event transactions
 - f. Configuration changes (such as changes in variables) to Client's plan attribute groups, for Client's initial and subsequent open enrollment period(s) configured within *Benefitplace* are included at no additional cost for the term of the Order Form. Additional services not included within the scope of this Appendix C are subject to further discovery and scoping and may require additional fees.

H. Summary of *Benefitplace* Health Insights Software Services:

1. A web-based portal, which provides the following *Benefitplace* Health Insights Software Services:
 - a. Data analysis and reporting of health data with the ability to benchmark and organize information on demand while comparing diagnoses, procedure costs and utilization patterns:
 - i. Provide key functionality to analyze historical utilization trends, review claim payment details and compare benchmark data
 - ii. Allow the user to create ad hoc management reporting and customized data exports
 - iii. Allow the user to utilize applications to analyze and report: health plan utilization and cost analysis by provider, procedure or diagnosis, health expenditures for specified time period, by company or department, perform a comparison to benchmark data and report prescription drug utilization
 - iv. Clinical analysis and prediction provided through sublicense the Johns Hopkins ACG® System which provides the ability to Identify chronic conditions and care compliance within the member population and produce member and population risk scoring and projected costs
 - v. Plan modeling using historical health plan data and multiple plan scenarios to predict the financial impact of plan design changes and develop a comprehensive view of future plan costs. A feature which provides the capability to create multiple "what-if" scenarios to evaluate variations in plan designs and provide ability to evaluate cost shifting alternatives, including co-pay, coinsurance, and out of pocket maximums
 - a. A dashboard within the *Benefitplace* for Employers that provides a set of metrics to measure applicable member health plan cost, enrollment and utilization data and other applicable health data for the most recent twelve-month period.
 - i. The HR Administrator may view applicable metrics within the dashboard or print applicable report results in PDF format
 - a. Display of medical and prescription claim utilization data within the Cost Estimator application and based upon the utilization received from Client's applicable data sources defined herein



Appendix C: Software Services and Software Support Description

II. Summary of *Benefitplace* Support Services:

A. *Benefitplace* technical services:

1. Monitoring of technical services, including system connectivity to the Internet, server capacity and configuration, application performance, power, failover and disaster recovery systems
2. Administration and maintenance of database configurations, disk space, and required hardware components
3. Staffing for 24/7 response to critical alerts. A "critical alert" is an error or other issue which materially degrades Client's use of the Software Services or causes serious disruption of Client's business function supported by the Software Services.
4. Liaison services with Client information technology departments, as required to provide the Software Services

B. eLinks and HCM Integration Suite Connect, and software configuration support:

1. Manage and monitor eLinks and HCM Integration Suite Connect data transmission, data transmission in support of certain look back services provided to Client by Client's third-party vendor as implemented
2. Research and resolve data conflicts and errors, as applicable
3. Implement updates to Client's business rules, benefits configurations, and eLinks implemented within the software upon instruction by Client
4. Manage and monitor Cost Estimator, as implemented
5. Manage and monitor SSO Links, as implemented

C. Application support:

1. Application support shall be provided by a Benefitfocus Account Manager from 8:00 a.m. to 8:00 p.m. EST subject to Daylight Savings Time rules, Monday through Friday (excluding Benefitfocus holidays). Application support includes:
 - a. Navigational application support
 - b. Password reset and access assistance
 - c. Application issue reporting

D. Ongoing software maintenance:

1. Design and development of features, enhancements, and other updates for inclusion in software releases, patches, test environments, and Documentation
2. Ongoing updates to standard product Documentation, user guides, training materials, and online help

E. *Benefitplace* Health Insights Managed Services:

1. Data Source Support:
 - a. Regularly load and verify the applicable data supplied to Benefitfocus from Client's data file source(s) as defined herein
 - b. Provide technical and process support for data loading and management during regular Benefitfocus business hours through email, fax and telephone
2. Technical support to maintain the technical infrastructure for the Benefitfocus Health Insights Software Service
 - a. Navigational and password reset assistance during regular business hours through email and telephone for the Benefitfocus Health Insights Services

III. Summary of Benefit Service Center ("BSC"):

A. BSC services - Benefitfocus will provide the following BSC services:

1. Technology:
 - a. One (1) dedicated toll-free number for the purposes of receiving inbound calls from Authorized Users and to include live personalized service from 8:00 a.m. to 8:00 p.m. EST, Monday through Friday and subject to Daylight Savings Time rules (excluding Benefitfocus holidays)
 - b. Benefitfocus will record Authorized User inbound calls for quality assurance and training purposes.
 - c. Call recordings will be stored for one year following the call.
 - d. Monthly performance reports to include average speed to answer, abandonment rate, email response time and category of call received
2. Benefits Service Center Services:
 - a. Dedicated email address for Authorized User inbound emails with personalized answers
 - b. Live chat support through the *Benefitfocus Benefitplace* portal during the BSC hours of operation
 - c. Documentation of Authorized User inquiries within client relationship manager software
 - d. Benefit support to address benefit inquiries received from Authorized Users utilizing Client's applicable business rules and processes ("Client's Program Criteria") and call transfer protocols
 - e. Application support to address application inquiries received from Authorized Users including:
 - i. Navigational application support
 - ii. Password reset and access assistance
 - iii. Application issue reporting
3. Manage and monitor Interactive Voice Response (IVR), as implemented



Appendix C: Software Services and Software Support Description

4. Foreign language services. Support from over the phone interpretive services. Benefitfocus associate speaks to the caller through the Benefitfocus provided interpreter, who interprets the conversation meaning-for-meaning.
4. Telephonic enrollment. Benefitfocus benefit administrators will enter elections on behalf of Authorized Users directly within the enrollment application based on the specific requests of the Authorized User, consistent with Client's program criteria:
 - a. Benefitfocus benefit administrators will verify and/or update Authorized User information as provided by the Authorized User
 - b. Benefitfocus benefit administrators will inform Authorized Users that they have access to the online enrollment portal and train them on how to use it if they are interested
5. Evidence of insurability ("EOI") application support, including:
 - a. Update of Authorized User EOI information within the Benefitfocus Benefitplace according to Client's Program Criteria
 - b. EOI services are subject to the following assumptions:
 - i. Client will coordinate with applicable carrier(s) and the BSC to grant access to the Carrier's EOI online portal. If access to the Carrier's EOI online portal is unavailable, Client will coordinate with Carrier(s) and BSC to ensure BSC has access to EOI approval and denial statuses.
 - ii. Carrier is responsible for providing the effective date for the approved coverage amount.
 - iii. Subject to the agreed upon business requirements with the Client or Carrier, if an Authorized User has exceeded ninety (90) days from the date of election, and has not been approved by the Carrier, Benefitfocus will removing the pending EOI election within the Benefitfocus Benefitplace.
6. Appeal support, including:
 - a. Benefitfocus will accept eligibility and enrollment appeals submitted by Authorized Users and process those appeals utilizing Client's applicable business rules and processes ("Client's Program Criteria").
 - b. Assumptions:
 - i. Does not include claims appeals
 - ii. No paper fulfillment accepted or mailed



Appendix D: ACA Management and Reporting Services

This Appendix defines a high-level overview of the functionality of the ACA Management and Reporting Services specified in the Order Form between Client and Benefitfocus provided to Client. The services defined herein include 1094-C/1095-C reporting to the Internal Revenue Service (IRS).

I. ACA Management and Reporting Implementation Services:

Anticipated dates for implementation and deployment will be determined during technical discovery. The below services require technical discovery and configuration and will occur sometime after configuration of the Benefitfocus Benefitplace and may require coordination with the Benefitfocus software release schedule.

- A. **Standard IRS Reporting Services:** For the applicable Reporting Periods, Benefitfocus will provide Client with the ability to load the applicable data required for the current Reporting Period within a self-service file upload tool in order to populate the 1095-C Forms, and utilizing the standard Benefitfocus file format and specifications (the "Standard IRS Reporting Services").
- B. **Optional Data Support Services:** For the applicable Reporting Periods, Client has the option, at the rates and deadlines set forth herein, to request that Benefitfocus provide support for the applicable Reporting Period to help Client format the required data provided by Client into the standard Benefitfocus file format and specifications required for self-service file uploading and/or assist Client with resolving applicable data exceptions resulting from such file upload (the "Optional Data Support Services").
- C. **For the above services, Benefitfocus will:**
 - 1. Conduct a discovery call with Client
 - 2. Provide specifications to Client on a required file format(s) and data fields
 - 3. Review process workflow and define error resolution procedures
 - 4. Determine and document schedule for implementation, testing, and deployment
 - 5. Conduct testing in a test environment

II. ACA Management and Reporting Software Services

- A. **1095-C Forms:** For the applicable Reporting Periods, Benefitfocus will provide:
 - 1. An electronic version of the 1095-C Form, populated with Client-specific employee data, in PDF format and made available for Client download/printing, and a report made available for generation by Client, in xml file format, for Client's submission to the IRS or other third party designated by Client.
- B. **1094-C Forms:** For the applicable Reporting Periods, Benefitfocus will provide an electronic version of Client's 1094-C Form, populated with Client-specific employee data, within the *Benefitfocus Benefitplace* in PDF format and a report made available for generation by Client, in xml file format, for Client's submission to the IRS or other third party designated by Client.
- C. **IRS Submission:** To the extent that Benefitfocus is authorized and permitted to do so by the IRS, upon Client's request and authorization, Benefitfocus shall submit the 1095-C and 1094-C Forms to the IRS on behalf of Client for the applicable Reporting Periods.

Client acknowledges that, as of the Effective Date of this Order Form, the regulations for implementing the requirements for electronic submission of the 1094-C/1095-C forms to the IRS are still subject to interpretation from administrative agencies and courts of competent jurisdiction, which may result in changes in the way the requirements are to be implemented. In the event that regulations (or the interpretation thereof) change in a manner that (1) requires Benefitfocus to materially alter its corporate structure or obtain other professional or business licenses (including without limitation designation as a tax preparer or other professional organization by the IRS); or (2) revokes the appropriate qualifications and authorizations to permit Benefitfocus to perform the data submission to the IRS; or (3) does not provide Benefitfocus with reasonable advance notice to permit Benefitfocus to make changes or obtain additional qualifications or authorizations to perform the data submission to the IRS (including any applicable changes to technology related to submission of the data to the IRS or other applicable Federal agency), then Client will be responsible for Self Service submission of the 1094-C/1095-C data to the IRS as further defined hereunder.

III. Terms and Conditions:

- A. For the applicable Reporting Periods, there is a minimum sixty (60) day testing period for the Standard IRS Reporting Services and Optional Data Support Services. All required data for the IRS 1095-C Forms must be provided, loaded, signed-off on and finalized by Client not later than January 7 of the calendar year following the applicable Reporting Period in order for Benefitfocus to make the electronic version of the 1095-C IRS Forms available within the *Benefitfocus Benefitplace* and print and mail the 1095-C Forms, post-marked on or before the applicable due date required by the IRS. By way of example, for the 2021 IRS Reporting Period, Client must upload the final version of the required data within *Benefitfocus Benefitplace* by January 7, 2022 in order for Benefitfocus to make the electronic versions available by the required IRS deadline and print and postmark the hard copies by the required IRS deadline.
- B. The data format Client will utilize to review the loaded data during testing will be provided in .csv file format only.
- C. Client shall be responsible for providing and uploading the required data, utilizing the standard Benefitfocus file format and specifications, and validating the accuracy of the uploaded data. Upon Client uploading the required data via the self-service file upload tool, Client may make corrections to the loaded data by manually correcting such data within the *Benefitfocus Benefitplace*



Appendix D: ACA Management and Reporting Services

user interface or uploading additional employee demographic data files via Client's payroll interface or the self-service file upload tool.

- D. Client acknowledges that the above ACA Management and Forms will only contain data for Client's medical benefit(s) as configured within the *Benefitfocus Benefitplace* (i.e., excludes all other benefit types).
- E. Access to electronic versions of the 1095-C Forms will only be provided to Client's actively-employed employees ("Active Employees"), which shall exclude employees designated with a "COBRA", "Terminated", or "Leave of Absence" status within or are otherwise not provided access to the *Benefitfocus Benefitplace* ("Inactive Employees"). Access to electronic versions of the 1095-C Forms will not be provided to Inactive Employees, or in the event Client terminates the *Benefitfocus Benefitplace* services prior to the applicable Reporting Period deadline. If Client does not purchase the Paper Fulfillment Services, then Client is responsible for printing and mailing such 1095-C Forms to its Inactive Employees, or in the event it terminates the *Benefitfocus Benefitplace* services prior to the applicable reporting deadline, at its own cost and expense. If Client purchases the Paper Fulfillment Services, then Benefitfocus will mail the 1095-C Forms to all Active Employees and Inactive Employees loaded within the *Benefitfocus Benefitplace* as a part of the Paper Fulfillment Services.
- F. To the extent Client has purchased the Benefits Service Center ("BSC") call center support, Benefitfocus will respond to member inquiries related to the 1095-C/1094-C Forms pursuant to the mutually agreed upon member support call script. In the event Client has not purchased BSC call center support, Benefitfocus will advise members to contact the Client-designated representative for inquiries related to the 1095-C/1094-C Forms.
- G. Notwithstanding anything to the contrary stated herein, in the event that the reporting requirements associated with the Affordable Care Act (ACA) are abolished by Federal Regulation as published within the CFR, Client shall have the right to terminate the ACA Management and Reporting Services for the applicable Reporting Period, and Benefitfocus will provide Client a pro-rata refund of fees pre-paid for such Reporting Period, measured as of the effective date abolishing the ACA reporting requirement.

Agenda item #36, 04.06.2021, Web Based Enrollment System, Benefitfocus

Final Audit Report

2021-04-06

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