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REPORTING



BILLING &  
REPORTING

# RENEWAL CONTRACT AND SERVICE AGREEMENT

CITY OF KILLEEN

# TECHNOLOGY & ADMINISTRATION CONTRACT FOR SERVICES

## WELCOME TO WEB BENEFITS DESIGN

Thank you very much for allowing Web Benefits Design to deliver technology, communications and administrative services. We look forward to a mutually beneficial business relationship that will facilitate growth, progress, increased efficiencies and creative, cost-savings solutions for your benefits and human resources teams.

WBD Contact Information		General Contract Information	
Prepared by	Adam Jones	Contract Generation Date	6/25/2020
Title	Client Relationship Manager	Contract Effective Date	8/1/2020
Email	Adam.Jones@WBDCorp.com	Contract Duration	12
Phone	(407) 757-1510	Contract Termination	7/31/2021
Street Address	Web Benefits Design Corporation 4725 West Sand Lake Road Suite 300 Orlando, FL 32819	Contract Offer Expiration Date (30 days)	7/25/2020
		Carrier Subsidy Eligibility Date	In Effect

Client Contacts	Employer Information	Consultant Information
Company Name	City of Killeen	Gallagher Benefit Services, Inc. (Sugar Land)
Street Address	101 North College Street	2245 Texas Drive, Suite 140
City State Zip	Killeen, TX 76541	Sugar Land , TX 77479
Website	<a href="http://www.killeentexas.gov/">www.killeentexas.gov/</a>	
Primary Contact	Eva Bark	Burke Sunday
Contact Title	Exec Director of Human Resources	Account Manager
Email	<a href="mailto:Ebark@killeentexas.gov">Ebark@killeentexas.gov</a>	<a href="mailto:Burke_Sunday@aig.com">Burke_Sunday@aig.com</a>
Phone	(254) 501-7834	(281) 295-3013

This Contract incorporates all of the following:

- Page 1: Technology & Administration Contract for Services
- Page 2 - Statement of Confidentiality and Non-Disclosure
- Page 3 - Terms of Success
- Page 4 - Implementation, Renewal or Project Set Up Costs (One-Time payments)
- Page 5 - Recurring Monthly Costs
- Page 6 - Billing and Payment Information & Authorization
- Pages 7 to 12 - Terms and Conditions
- Page 13 - Contract Signature and Authorization
- Pages 14 to 16 - Addendum 1 - COBRA Services
- Page 17 - Addendum 2 - Carrier Subsidy Discounts
- Page 18 - Addendum 3 - Carrier Contract for Employer Subsidy Discount
- Page 19 - Addendum 4 - Carrier Contract for Employer Subsidy Discount
- Pages 20 to 23 - Addendum 5 - Detailed Description of Web Benefits Design Services

## STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE

This document contains proprietary and confidential information of Web Benefits Design Corporation, hereinafter referred to as WBD. Confidential information includes the following:

- **Technical and business information relating to WBD's proprietary ideas, patentable ideas, copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs and pricing, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.**
- **Technology demonstrations throughout the sales and implementation process including WBD's customized benefits websites, online enrollment system, benefits administration system, COBRA administration, customized reports, communications exchange, ACA capabilities and administrative tools.**
- **Written correspondence including emails, proposals, addendums, screen shots and/or hard copy communications providing information on our proprietary WBD systems and processes.**
- **All proposals, Contracts and renewal Contracts containing WBD proprietary and client-specific pricing, methodology, technology, processes and administrative solutions as it pertains to all services and proposed services for clients and prospective clients.**

By receipt of this document, intended recipient has a duty to protect WBD's confidential and/or sensitive information in good faith. In turn, the WBD team agrees to maintain 100% confidentiality of all client-specific information obtained throughout the duration of our business relationship.

## TERMS OF SUCCESS

To make the implementation, ongoing service and renewal process successful, we will need the full cooperation of all parties involved to complete the projects and tasks as quickly and accurately as possible. While your WBD team will diligently manage the project, and take care of every aspect of implementation and ongoing support as possible, we **highly recommend weekly calls** and/or progress checks to ensure that all parties are communicating effectively. It is important to note the following:

### COMPLETE INFORMATION AND SUFFICIENT LEAD TIME

- Client is responsible for completing the implementation and renewal worksheet.
- Census data must be received as per WBD client-specific data format.
- At renewal, additional fees may apply in the event there are plan, rate and/or carrier changes.
- For initial system launch, we recommend 6-8 weeks lead time to guarantee success.
- For renewal system configuration, we recommend 3 weeks lead time to guarantee success. If we are not given 3 weeks lead time for renewal, additional rush fees may apply.
- If WBD is loading current benefit elections or data from multiple sources, additional lead time may be required to guarantee accuracy and success.

### CLIENT SYSTEM TESTING REQUIRED

- It is the responsibility of the employer to test the system prior to initial launch as well as prior to opening the system during each subsequent renewal period.
- An executed final authorization form will be required before system or changes can be launched.

### WBD SUPPORT HOURS

- WBD team support hours are Monday - Friday 9 AM to 6 PM EST.
- Employee benefits hotline hours are Monday - Friday 9 AM to 6 PM EST.

### DATA FEEDS

- Carrier feed sign-off forms must be approved and signed prior to WBD creating any carrier or payroll feed.
- Data feeds to carriers and payroll systems are processed weekly.
- If client adds new carrier, EDI set up fees will apply.
- Changes made after data feed sign off and after plan configuration sign off are charged at our custom programming rate of \$100 per hour.

### CHANGES AFTER INITIAL IMPLEMENTATION AND SYSTEM LAUNCH

- Changes and updates to Benefits Website will be assessed based on complexity and programming resources. Fees range from \$9 to \$99 per change or set of changes depending on the complexity and time resources involved to process.
- If employee benefit plans change or if employer requests modifications to the system, set up or other fees may apply to new plans added or changed.
- If benefits, rates, employee classifications and/or benefit configuration changes occurs, additional set up and program reconfiguration fees may apply.

## IMPLEMENTATION, RENEWAL OR PROJECT SET UP COSTS (ONE-TIME PAYMENTS)

1 Time Set Up Costs	Costs
<b>\$500 Per Case *</b>	
Case 1:	-
Case 2:	-
Case 3:	-
Case 4:	-
Case 5:	-
<b>\$750 Per Carrier Feed</b>	
Feed 1:	-
Feed 2:	-
Feed 3:	-
Feed 4:	-
Feed 5:	-
Feed 6:	-
Feed 7:	-
Feed 8:	-
<b>All Miscellaneous Service Fees **</b>	
Website Build Cost	-
Payroll Feed	-
Data Conversion Fee	-
ACA Set-Up Fee	-
ACA Historical Data Load	-
FMLA File Feed	-
COBRA Conversion & Set Up Fee	-
Single Sign On (SSO) Integration	-
<b>Total 1X Set Up Costs</b>	<b>N/A</b>

Annual Renewal Costs	Renewal Costs
Website Renewal Fee	\$100.00
Ben-Admin System Reconfiguration Fee	\$500.00
ACA Renewal Fee	N/A
COBRA Renewal Fee	\$300.00
<b>Total Renewal Costs</b>	<b>\$900.00</b>

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Renewal fees are charged on an annual basis to support any change in benefit offerings from one plan year to the next. Renewal fees will ONLY apply when there are changes to benefit offerings, carrier changes, deduction changes or any other modification to your system.

\* "Case" is defined as an employee classification that requires different programming of rates, benefits, eligibility rules, waiting periods, termination dates or other business rules.

\*\*All census and employee election data is required in the WBD format. In the event that you are **not able** to provide the data in our preferred format, additional fees may apply (refer to page 3 for more information). WBD will help manage and merge up to two files at no charge. Any fees not outlined in your Contract will be discussed prior to performing the data merge. If you are able to provide your data in our exact file specifications, we will credit back your data conversion fee (excludes clean slate enrollment files).

## RECURRING MONTHLY COSTS

Employee Demographics	Benefit Eligible EE's	Non-Eligible EE's	Total Employees
Employee Counts	1264	-	1264

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Core Services	PEPM Cost
Benefit Admin: Benefits Eligible EE's	\$3.00
Benefit Admin: Non-Benefits Eligible EE's	-
Is there an expected carrier subsidy? If yes, see subsidy terms & conditions on the following page.	Yes
Monthly Website Fee (Flat monthly fee)	\$200.00
COBRA Administration	\$0.75
ACA 1094C & 1095C Reporting	Service Declined
Optional Signature Services	PEPM Cost
Call Center / Employee Benefits Hotline (Year-round)	Service Declined
ACA Variable Hours Tracking (VHT)	Service Declined
Discrepancy Report Management	Service Declined
Evidence of Insurability Management (EOI)	Service Declined
Eligibility File Management	Service Declined
Qualifying Event Management	Service Declined
New Hire Management	Service Declined
Dependent Age Management	Service Declined
Dependent Documentation Management	Service Declined
Consolidated Billing and Reconciliation	Service Declined
Customized Billing and On-Call Report Analyst	Service Declined
Medical Waiver / Proof of Other Coverage Management	Service Declined
Beneficiary Management	Service Declined
Annual Domestic Partner Verification	Service Declined
Mailing & Fulfillment of Printed Communications (per unit)	Service Declined
Call Center for Open Enrollment (\$2,000 per week)	Service Declined

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Total Recurring Monthly Pricing	# EE's *	PEPM Cost
Benefits Eligible Employees	1264	\$3.75
Non-Benefits Eligible Employees		-
Sub-Total PEPM		\$3.75
Monthly Website Cost		\$200.00
<b>Total Recurring Monthly Costs</b>		<b>\$4,940.00</b>

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\*This Contract pricing is based on the "benefit-eligible" and "non-benefit eligible" employee counts listed above. Your minimum monthly bill will be determined by the initial employee census count loaded into the system. We reserve the right to alter your pricing if the actual census load is 10% lower than your employee counts listed above. You will be responsible for the minimum billing amount based on the initial census load for the duration of the Contract. You will be charged for the greater of 1) your actual system employee count each month or 2) the employee counts listed above

## BILLING AND PAYMENT INFORMATION & AUTHORIZATION

Billable Services	Employer Responsibility	Carrier Responsibility
Description	Annual Renewal Fee, Website, Online Enrollment, COBRA	Online Enrollment
One-Time Setup Costs	\$900.00	No Subsidy
Ongoing Monthly PEPM	\$2.96	\$0.79
Monthly Website Fee	\$200.00	No Subsidy
Recurring Monthly Fee	\$3,741.44	\$998.56
Notes	N/A	Guardian Subsidy: \$0.14 Lincoln Subsidy: \$0.65
<ul style="list-style-type: none"> <li>The recurring monthly fee is based on benefit-eligible employee count unless noted otherwise.</li> <li>If the employer terminates 1 or more of the carrier lines of coverage that is subsidizing this Contract or, if the carrier discontinues payment or does not pay the full subsidy amounts listed above to WBD, the employer/client is financially responsible for the carrier subsidy outstanding balance and all remaining subsidy payments for the duration of the Contract.</li> <li>In some cases, due to administrative delays, subsidy payments to Web Benefits Design can be delayed as much as 6 months or more. To make sure all parties are aware of all financial obligations, Web Benefits Design may include all fees (regardless of the responsible party) on employer /client invoices so all parties are aware of any outstanding subsidy payment balances. Subsidy payments will be applied to outstanding invoices as they are received.</li> </ul>		

Billing & Payment	Employer
Company Name	City of Killeen
Street Address	101 North College Street
City State Zip	Killeen, TX 76541
Primary Billing & Payment Contact	Eva Bark
Contact Title	Exec Director of Human Resources
Email	<a href="mailto:Ebark@killeentexas.gov">Ebark@killeentexas.gov</a>
Phone	(254) 501-7834

COBRA Reimbursement - For clients using WBD COBRA services, please indicate to whom reimbursement should be sent.	
Company Name	City of Killeen
Street Address	101 North College Street
City State Zip	Killeen, TX 76541
Contact Name	Eva Bark
Email	<a href="mailto:Ebark@killeentexas.gov">Ebark@killeentexas.gov</a>
Phone	(254) 501-7834

## TERMS AND CONDITIONS

### 1. PERMITTED USE

Under this Terms and Use Contract (herein referred to as "Contract"), Web Benefits Design Corporation, (herein referred to as 'WBD'), agrees to provide an Employee Benefits Internet Service Application (herein referred to as 'EBISA') hosted by WBD, and set up a private employee benefits information system for the exclusive use by the employer (herein referred to as 'Client').

The EBISA is to be used only by the Client and users authorized by the Client. The Client will have the ability to assign user logins and passwords to selected individuals. The Client will have full control over who is authorized to access/use this EBISA. All use of the EBISA is provided via the Internet through a standard Internet browser and/or email client. To use the EBISA, the Client and Client authorized users (herein referred to as 'Users') are responsible, at their own expense, to acquire access to the Internet and to provide all equipment and software needed.

### 2. CLIENT RESPONSIBILITIES AND WARRANTY

By entering data (herein referred to as 'Data') into the employee benefits information system, the Client warrants that: (1) the Client is authorized to submit the Data to the EBISA; and, (2) the storage of such Data by WBD and its affiliates will neither infringe on nor misappropriate the property rights of or otherwise violate the rights of any third party.

### 3. CLIENT PROPRIETARY DATA RIGHTS

The Data submitted to the EBISA is for the exclusive use of the Client. WBD agrees not to use, distribute or disclose any of the data maintained because of the Client using this EBISA. The Client agrees to evaluate and bear all risks associated with the use of any Data, including any reliance on the accuracy and usefulness of such data.

### 4. WBD ACCOUNT INFORMATION AND DATA

WBD does not own or have any rights to any Data that the Client submits because of using this EBISA. WBD will not monitor, edit, or disclose any information regarding the Client or Client's database without the Client's express written permission except in accordance with this Contract or as may be required by law. WBD may access the Client database to respond to service or technical problems when requested to do so by the Client.

### 5. WBD PROPRIETARY RIGHTS

The Client acknowledges and agrees that the EBISA contains proprietary and confidential methods and information that is protected by applicable intellectual property and other laws, and agrees not to disclose such information to any third party without WBD's prior permission. The Client agrees not to copy, sell, rent, license or to redistribute any portion of the EBISA, use of the EBISA, or access to the EBISA to any individual or group. Standard WBD website Terms and Conditions for unauthorized use and access penalties apply to this EBISA.

### 6. AVAILABILITY OF EBISA

WBD will make commercially reasonable efforts to ensure that the quality of the service we provide is of at least prevailing industry standards, and that access to the EBISA is available 24 hours a day, 7 days a week. However, although WBD will use all reasonable efforts in good faith to avoid interruption of the EBISA, the Client acknowledges and agrees that access to the EBISA may be unavailable from time to time for any reason, including without limitation, interruption of major network connectivity, network and server outages, and backup and regular maintenance by WBD and any operators of our servers.

### 7. CLIENT ASSIGNED ADMINISTRATOR(S)

The Client will select one or more WBD primary Administrators to manage the Client's use of the EBISA, to authorize users to access the EBISA, to access employee data records, and to serve as the primary technical interface with WBD Client Service Representatives.

## **8. CLIENT SUPPORT SERVICES**

WBD will provide quality technical support to the Client. WBD's Client Support Representatives will be available to assist Clients Monday through Friday from 9:00 a.m. - 6:00 p.m., Eastern Standard Time.

## **9. USER CONDUCT**

The Client agrees not to use the EBISA or information from the EBISA to (a) transmit any material that may infringe the intellectual property rights or other proprietary rights of third parties, including trademark, copyright or right of publicity; (b) interfere with or disrupt the integrity of any data or computer-based information or any servers or networks connected to the EBISA or violate the regulations, policies or procedures of such networks; (c) attempt to gain unauthorized access to the EBISA, other accounts, computer systems or networks connected to the EBISA, through password mining or any other means.

## **10. EMPLOYEE INFORMATION CONFIDENTIALITY**

WBD follows and agrees to continue to follow as set forth herein policies and procedures to protect the confidentiality of member information. It is important to note that all records containing confidential medical and insurance data are handled and discarded in a way that is designed to protect the privacy and security of the information. Web Benefits Design respects the need for security regarding your personal information. Whenever you provide personal information, your information will be protected using Secure Sockets Layer (SSL) technology. SSL is an industry standard that encrypts the information you provide, to avoid the decoding of that information by anyone other than Web Benefits Design. Information you submit directly to us will remain on our servers, secured by various industry approved technologies to prevent unauthorized access to your personal information.

## **11. INFORMATION SECURITY, INTEGRITY AND RELIABILITY DISCLOSURE**

Web Benefits Design uses and agrees to continue to use as set forth herein multi-layered security architecture to prevent unauthorized access to the building and data center. Formal security measures are in place to protect access to WBD systems and the corporate network. Users of networks and applications are provided a unique use name, and the use of a password is required for both network and application access. WBD employs a firewall, which control and limits access to the internal network. Logical access to the firewall is limited to authorized system administrators. All network access to WBD internal network is restricted to only specific ports that are necessary for application usage. Outbound access is also managed via the firewall. All Client data is stored behind the firewall on protected network segments.

WBD uses a multi-tiered approach for information Back-up and Recovery. Full server backups occur weekly with differential backups occurring nightly between each weekly backup session. Full backups of critical databases containing client data are executed on a nightly basis. Database transaction logs are backed up hourly to facilitate targeted rollback in the event of processing or database errors.

WBD uses both host based and centralized detection for protection against malware and unauthorized software action or activity. Updates are acquired nightly and are distributed across the network with no interaction from our end users. Authorized personnel monitor potential virus outbreaks and have monitoring software in place to accommodate any virus or security threat. WBD employs regular desktop operating systems updates and security patches at regular intervals to ensure all systems are protected.

## **12. SERVICE FEES**

The Client agrees to pay all applicable fees as specified in the Client's signed Service Contract. Fees are invoiced on the first of the month for that month's services. Service fees are owed and paid monthly for the entire duration of the Contract. Billing commences on the effective date of the Contract. All service fees are prorated for a minimum of a 12-month period and are invoiced for the Contract period regardless of the system activation date. Set up and 1 time fees are invoiced in the first month of the Contract effective date. If the EBISA is terminated earlier than the Contract expiration date, the balance of the remaining Contract is due and payable upon termination. WBD reserves the right to suspend the EBISA of Clients who fail to make timely payments for their customized EBISA. Late fees may apply to accounts in arrears. Payments will be considered past due if not received within thirty (30) days from the invoice date.

As a courtesy to clients, WBD will invoice multiple parties on your behalf, however, in the event that any subsidizing partner identified on this Contract discontinues payment to WBD or does not pay the full subsidy amounts listed

above to WBD, the employer/client is financially responsible for the subsidy outstanding balance and all remaining subsidy payments for the duration of the Contract.

To make sure all parties are aware of all financial obligations, Web Benefits Design may include all fees (regardless of the responsible subsidizing party) on employer /client invoices so all parties are aware of any outstanding subsidy payment balances. Subsidy payments will be applied to outstanding invoices as they are received.

In the event that the Contract is in default for non-payment, non-standard default activities may be required (data storage, data conversion and secure distribution, early termination activities, or other activities resulting from non-payment) additional early termination fees may apply.

### **13. AUTO-RENEWAL / TERMINATION OF EBISA**

The Contract and invoicing will remain in place unless WBD is notified by Client to terminate the EBISA within the termination guidelines. Unless terminated for cause pursuant to Section 14 of this Contract, this Contract will continue for the duration of the term as set forth in the Contract.

The Term of Service shall continue on an annual basis by auto-renewing a new 12-month Contract period beginning on the Contract end date unless written notification of intent to terminate the 12-month renewal period is given by either party 90 days prior to the end of the Contract period. Contract will not auto-renew in the event of a pricing change. Contract renewal pricing is subject to change at each subsequent 12-month renewal period after the initial Contract period expires. You will be notified of any price change prior to the renewal period start date and 90 days prior to the end of the Contract period. If the auto-renewal provision is exercised, the renewal pricing will be the same that is currently in place.

The Client acknowledges and agrees that WBD, in its sole discretion, may suspend or terminate the EBISA and/or deny the Client access to, use of, or submission of Data for all or part of the EBISA, without prior written notice for the following reasons: (a) violation of any term or provision of the Contract, (b) violation of the rights of WBD or third parties, or (c) failure to meet payment terms outlined in this Contract. Upon termination, WBD will allow Client's files to be downloaded and, after this point, will bar any further access to the EBISA. Furthermore, the Client agrees that WBD shall not be liable to the Client or any third party for any modification of the Client's access to the EBISA pursuant to this section.

### **14. TERMINATION FOR CAUSE**

Any unauthorized access, copying, disclosure, distribution, or sublicensing by Client or with Client's aid or consent of the EBISA or Data or any related methods, techniques, or processes will be deemed a material breach of this Contract.

WBD will not share, rent, sell, or trade personal information (including email addresses) that identifies our Clients or users to third parties. Any intentional distribution of client data to a third party by WBD for profit or gain will be deemed a material breach of this Contract and constitute grounds for Client to terminate the Contract for cause. Client must notify WBD within 30 days of any request for termination for cause and give WBD 120 days to resolve any issues relating to any claim of breach to justify termination for cause.

### **15. WARRANTIES, DISCLAIMERS AND REPRESENTATIONS**

Subject to the terms set forth in the "Availability of EBISA" section, the Client expressly agrees that: (a) The use of the EBISA is at the sole risk of the Client and is provided on an 'as is' and 'as available' basis. WBD and its affiliates expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a purpose and non-infringement, (b) WBD makes no warranty that: (1) the EBISA will meet the Client's requirements or result in revenues or profits; (2) the EBISA will be uninterrupted or error-free; and (3) the results that may be obtained from the use of the EBISA will be accurate or reliable. While WBD will use commercially reasonable efforts to prevent unauthorized access to data entered into the EBISA, WBD makes no warranty that such fields will be secure against such unauthorized access or other security breaches. WBD makes no representations or warranties of any kind whatsoever, express or implied, in connection with the Contract or the EBISA, including but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement.

## **16. DATA, CONTENT AND TERMS OF USE POLICIES**

If this Contract is terminated for cause, expires, or is not renewed, all software and data within the EBISA will be deleted in its' entirety on the termination date. You have an opportunity to export employee data prior to the formal termination date from within the EBISA. WBD does not create a backup data set for you. If you do not export your data, WBD will not have the ability to provide any data after the termination date and is not liable for any services after the termination date. This policy protects WBD and Client from any and all liability (HIPAA or otherwise) associated with potential breaches of data security, administrative actions, or technical safeguards.

Furthermore, only employee benefit data can be legally removed from our EBISA. You may not copy, re-use, or repost any intellectual property found on any WBD owned website or domain. This restriction applies to the Information and Communication Website, Employee Enrollment Section and System Administration Section of the EBISA. Once posted by WBD, all of the following are considered WBD property: all communication content, benefit website instructions and text, enrollment instructions, all graphics (excluding non WBD logos), introductory text, tables, pricing charts, all pdfs (excluding carrier or employer created forms and booklets), FAQs, all administrative content including healthcare reform content, COBRA content, FMLA content, HIPAA content, all assembled benefit summaries, benefit summary tables, and forms reposted with permission.

All users entering secure WBD EBISA products must read and accept WBD's Employee Usage Agreement and Website Use Terms and Conditions upon system entry. These documents clarify specific limitations of use and penalties.

## **17. INDEMNITY**

To the extent allowed by law, the Client agrees to indemnify and hold harmless WBD, its subsidiaries and affiliates, and its and their directors, officers, agents, and employees ("Indemnitees") from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the Data; the Client's use of the EBISA; the Client's connection to the EBISA; the Client's violation of the Contract; the Client's violation of any proprietary or other rights of another; or the Client's determination of COBRA or other insurance qualification status. To the extent allowed by law, the Client further agrees and acknowledges that the Indemnitees are not liable or responsible in any way for any errors, omissions or any other action arising out of or related to the use of the EBISA. To the extent allowed by law, the Client further agrees to indemnify, defend and hold harmless the Indemnitees from and against any and all claims, damages liabilities, costs and expenses (including reasonable legal expenses, attorneys' fees and costs) arising out of, or related to, the Client's use of the EBISA or the placement or transmission of any message, information, software, or other materials through the EBISA by the Client or user of the Client's account or related to any violation of any term of the Contract by the Client or users of the Client's account.

To the extent allowed by law, WBD agrees to indemnify and hold harmless Client, its subsidiaries and affiliates, and its and their directors, officers, agents and employees from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of any disclosure or distribution of the Data as described in Section 14 of the Contract.

## **18. NONDISCLOSURE**

By virtue of this Contract, Client and WBD may have access to information that is confidential ("Confidential Information"). Client and WBD agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of the EBISA. Client and WBD agree to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provision of this Contract.

## **19. INJUNCTIVE RELIEF**

The parties acknowledge and agree that WBD shall be entitled to obtain, upon application to a court of competent jurisdiction and without the need to prove actual damages to WBD or to post bond, a preliminary restraining order, and such other temporary or permanent injunctive relief as may be appropriate, to enforce against Client the provisions of Sections 5 and 18, which injunctive relief shall be in addition to any other rights or remedies available to Company.

## 20. GOVERNING LAW

This Contract has been entered into in the State of Texas. Except as otherwise provided herein, this Contract shall be governed by the laws of the State of Texas without regard to its choice of law principals. The Client hereby agrees to submit to the jurisdiction of any Texas or federal court situated in Bell County, Texas, in any action arising out of this Contract, agrees that all claims in any such action may be decided in either such court and waives to the fullest extent that they may effectively do so, the defense of an inconvenient forum.

## 21. ATTORNEY'S FEES

If any action is brought to enforce this Contract, or is brought in connection with any dispute arising out of this Contract or the claims which are the subject of this Contract, the prevailing Party or Parties shall be entitled to recover damages, attorneys' fees and other costs incurred in such litigation which they may prove are the direct and proximate result of any breach hereof, in addition to any other relief to which that Party or Parties may be entitled by law.

## 22. LIMITATION OF LIABILITY

In no event shall WBD be liable for any direct and/or indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses incurred resulting from: (a) the use or the inability to use the EBISA; (b) transactions entered into through or from the EBISA; (c) unauthorized access to or alteration of the Client's transmissions or data; (d) statements or conduct of any third party on the EBISA; (e) any other matter relating to the EBISA; or (f) any insurance or COBRA claims.

In some installations, the EBISA will provide or feed data to external, non-WBD controlled software systems. These external systems include insurance carrier eligibility systems, payroll systems, HRIS systems, and others. Should the receiving system not be properly prepared to receive our system data feed, or has not provided the correct data feed structure, or is unprepared to process or interpret, in any way, transmitted WBD data, WBD cannot be held liable for the performance or data reliability of these external systems. It must be noted that WBD has no control over these external systems, policies, procedures, or controls and are considered to be events outside of WBD's control.

For all WBD services, the Client agrees that WBD will not be liable for any: (a) interruption of business; (b) access delays or access interruptions to the EBISA; (c) data non-delivery, corruption, destruction or other modification; (d) unauthorized access to data entered in, or breach of any security mechanisms utilized in, the EBISA or in any field or file therein; (f) insurance claim or reimbursement of insurance claim; or, (e) events beyond WBD's reasonable control. WBD's aggregate liability for damages hereunder shall in no event exceed the amount of fees paid by the Client under this Contract for the relevant service, up to a maximum amount equal to service charges for six (6) months of the EBISA.

## 23. NOTICES

Notices to the Client may be made either via email, regular mail, overnight courier or facsimile at the contact address of record for the EBISA. If the Client provides notice to WBD, such notice should be sent to: Web Benefits Design Corporation, 4725 West Sand Lake Road, Orlando, FL 32819.

## 24. ENTIRE CONTRACT

This Contract constitutes the complete Contract between the parties and supersedes all previous Contracts or representations, written or oral, with respect to the Services described herein. Service addendums may be added for convenience as needed, will be governed by the terms of this Contract, and will become part of this Contract upon the receipt of all parties' written acknowledgement, consent, and signature.

## 25. RECORDS AND DOCUMENTS

WBD agrees that all forms, lists of names, journals, ledgers and all other recorded information and documents incidental to administration of this Plan are and shall remain the property of Client.

All data stored on data processing media pertaining to the Plan is the property of Client. In the event of termination of administrative services, WBD will assist the Client in identifying; understanding and decoding said information and data.

The following materials are property of WBD and Client agrees that it shall have no right to use such materials following termination of this Contract:

- Administrative procedure manuals
- Data processing systems
- Computer programs
- Notice forms
- Election forms
- Communication letters

## 26. FORCE MAJEURE

If by reason of causes beyond the control of either party hereto, including, but not limited to, strikes, failure of major subcontractors, fire or other intervening acts of God, accidents, act of war, governmental or legal restrictions, such party is delayed in its performance in whole or in part, of its obligations as set forth herein or in this Contract (other than payment of any amounts due under this Contract), then such party shall be excused for such delay and such delay will not make the party liable in damage to the other party.

## 27. GENERAL

The Contract does not limit any rights that WBD may have under trade secret, copyright, patent, trademark, or other laws. This Contract shall not be altered, amended or modified by oral representation made before or after the execution of this Contract. All modifications must be in writing and duly executed by all Parties. The failure of WBD to exercise or enforce any right or provision of this Contract shall not constitute a waiver of such right or provision. If any provision of the Contract is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give meaning to the parties' intentions as reflected in the provision, and the other provisions of the Contract shall remain in full force and effect. The Client agrees that any claim or cause of action arising out of or related to the use of the EBISA or the Contract must be filed within three months after such claim or cause of action became known or should have become known or be forever barred. The Contract will inure to the benefit of WBD and its successors and assigns. WBD may freely assign its rights and obligations under this Contract; Client may not assign any of Client's rights or obligations under this Contract without the prior written consent of WBD. All representations, warranties, terms, disclaimers, and limitations in the Contract shall survive the termination of the Client's account or access to the EBISA.

## CONTRACT SIGNATURE AND AUTHORIZATION BILLING AND PAYMENT CONTRACT

General Contract Information	
Contract Effective Date	8/1/2020
Contract Duration Period	12
Contract Renewal Date	7/31/2021
# of Enrollment Periods	1

- This constitutes a binding Contract (and a billing period) beginning **8/1/2020** (the Contract Effective date) and ending on **7/31/2021** (the Contract renewal date). In the event of early termination for any reason, the monthly fees are due and payable through the Contract renewal date, unless terminated for cause.
- The system must be active for 90 days in order to support annual renewal changes.
- Monthly fees are invoiced on the first of each month for the current month's services.
- Payments are due upon receipt of invoice and are considered late if not paid prior to the next month's billing cycle. Late fees may apply.
- Web Benefits Design accepts payment by credit card (we add a 2.5% processing fee for credit card payment), check or direct deposit.
- If subsidizing parties referenced on this Contract are not fulfilling their financial obligations, the employer/client will be liable for all past due balances and all required subsidies through the term of the Contract.
- If paying by check, please make checks payable to Web Benefits Design Corporation and mail to 4725 West Sand Lake Rd., Suite 300, Orlando, FL 32819
- Please direct all accounting questions to [billing@wbdcorp.com](mailto:billing@wbdcorp.com) or give us a call on (407) 757-1495.

### SIGNATURE AND AUTHORIZATION

Your initials and signature indicate you have the authority to sign this Contract and have read and agree to the following.:

Acknowledgement of Understanding	Employer Initials
I have read and agree to the statement of confidentiality and non-disclosure.	
I have read and agree to the terms of success.	
I have read and understand the 1X implementation and renewal fees.	
I have read and understand the monthly recurring fees.	
I have read and agree to the terms and conditions.	
I have read and agree to the billing and payment authorization information.	
I have read and agree to Addendums 1 through 5	
I certify that I am authorized to sign this Contract and that my signature is legally binding.	

INITIAL HERE  
 F.B.  
 F.B.  
 F.B.  
 F.B.  
 F.B.  
 F.B.  
 F.B.  
 F.B.

Contract Signature	Employer Signature
Printed Name	Kent Cagle
Title	City Manager
Signature	
Date	

SIGN HERE F.B.

## ADDENDUM 1 - COBRA SERVICES

**For Clients NOT Using WBD COBRA Services:** If you are not using WBD COBRA services, please acknowledge your understanding that WBD does not send COBRA eligibility file feeds to COBRA administrators.

**For Clients Using WBD COBRA Services:** In order to administer COBRA, you must implement EDI file feeds to each carrier with COBRA eligible lines of coverage. In the event that your online enrollment system launches prior to your EDI Files going into "production" with your carriers, it is City of Killeen's responsibility to ensure that any COBRA participant's eligibility information is provided directly to the carriers until the EDI has been established. WBD does not have access to carrier systems and cannot perform this manual function.

### WBD SCOPE OF SERVICES

#### NOTIFICATIONS AND COMMUNICATIONS (CUSTOMIZATION AVAILABLE) \*

- Initial notification to new hires and new enrollees provided electronically to employer for distribution.
- Qualifying event election notice
- COBRA takeover as described on page 14
- Welcome letters
- Payment coupons
- Notice of unavailability
- Extension notice
- Late payment notifications
- Insufficient funds notification (bounced check)
- Early termination of COBRA notice
- Expiration notice
- Website access to notices, rights, rates, and general forms
- Maintain an archived record of notices and member correspondence.
- \* WBD may communicate either by phone, email, fax or letter with the Employer and/or or Qualified Beneficiary.

#### REPORTS

- Premium remittance reports
- COBRA payment status reports
- Participant election reports
- Activity tracking reports

#### STATUS TRACKING

- Track 60-day initial election period
- Track 45 day initial payment grace period
- Track 30-day premium grace period
- Track COBRA eligibility periods

#### COBRA PREMIUM COLLECTION AND DISBURSEMENT

- Accurate rate calculations and billing
- COBRA payment coupons to members
- Quarterly disbursement to employer of COBRA funds received

#### ELIGIBILITY \*\*

- Upon timely receipt of termination and/or qualifying event notification, will notify carrier(s) of eligibility status change
- Upon enrollment or change in COBRA benefit and/or eligibility status, will notify carrier(s) of eligibility status change.
- \*\*Carriers file /programming may depend upon carrier requirements and additional fees may apply

#### **CUSTOMER SERVICE**

- Toll free telephone support for COBRA members and COBRA eligible members
- Web inquiries answered within 1 business day
- Dedicated account management team
- COBRA online access by employers
- Member customer service for enrollment assistance, COBRA enrollment, questions, etc.

#### **COBRA - EMPLOYER PLAN ADMINISTRATOR RESPONSIBILITY**

In order for WBD to perform the responsibilities of COBRA administration and guarantee compliance, certain eligibility notifications and information requirements must be upheld by the employer and/or plan administrator.

- The services to be provided by WBD are administrative in nature; Employer retains all authority and responsibility as plan sponsor.
- WBD will carry out its administrative functions with reasonable care using practices generally accepted by service organizations providing such functions to employee benefit plans.
- WBD is not the Insurer. Employer agrees that the sole function of WBD is to provide administrative services and that WBD shall have no liability for 1) COBRA participant eligibility status (enrolled or terminated as this is the insurer responsibility) or 2) payment or reimbursement of any participant claim under any circumstance.
- WBD is not responsible for any notifications that occurred prior to the start date of the Contract.
- WBD is not responsible for any current COBRA participant tracking, notifications or administration prior to the commencement of this Contract.

#### **TIMELY NOTIFICATION OF ELIGIBILITY TO WBD (WITHIN 30 DAYS OF QUALIFYING EVENT)**

- 1) WBD (EBISA) must be notified of any new hires or initial enrollment in COBRA eligible for benefits
- 2) WBD (EBISA) must be notified of any employment-related terminations wherein the employee would qualify for COBRA, including but not limited to:
  - Separation from the company
  - Substantial reduction of hours (full time to part time)
  - Voluntary termination (resignation)
  - Involuntary termination
  - Termination for gross negligence
  - Leave of absence
  - Any dependent terminations
  - Death of employee
- 3) WBD (EBISA) must be notified of any dependent-related terminations wherein the employee would qualify for COBRA, including but not limited to:
  - Divorce
  - Legal Separation
  - Child no longer eligible
- 4) Rehires and Return from Leave of Absence: When an employee has enrolled in COBRA (with an active or inactive status) and returns to work, the administrator must notify WBD (EBISA) of the change in status.

#### **COBRA ONLINE ENROLLMENT RULES OF ENGAGEMENT**

If terminations, changes and eligibility transactions are completed by the employee in the WBD EBISA enrollment system, the employer does not need to notify WBD separately.

Notifications are only required if changes are made to our system telephonically, via a non-standard method, an improper qualifying event code, or by use of the administrator override privileges in the administrator portal. WBD shall have no liability for any changes made by Client.

## COBRA IMPLEMENTATION TIMELINE AND TAKEOVER ACTIVITIES

DATE	DESCRIPTION	RESPONSIBLE PARTY
<b>45 Days Prior to Effective Date</b>	WBD sends a Welcome email to the employer with a detailed request for information regarding COBRA eligible benefits, rates, the enrolled/eligible population and member payment status.	WBD
<b>40 Days Prior to Effective Date</b>	<ul style="list-style-type: none"> <li>▪ Employer provides requested information to WBD.</li> <li>▪ WBD provide employer with a sample transition notification letter.</li> <li>▪ Employer mails transition letter to all enrolled and eligible participants to inform of upcoming administration change. (This letter should also be provided to all newly eligible members prior to the effective date).</li> </ul>	Employer WBD Employer
<b>35 Days Prior to Effective Date</b>	Currently enrolled participants are mailed a Welcome Letter including COBRA premium payment coupons for the remainder of their eligibility period or plan year.	WBD
<b>Contract Effective Date</b>	WBD requests an updated detailed report of information regarding any changes to the enrolled/eligible population and member payment status.	WBD
<b>Within 5 Days After Effective Date</b>	<ul style="list-style-type: none"> <li>▪ Employer provides updated report.</li> <li>▪ WBD will adjust and/or add any applicable member records.</li> </ul>	Employer WBD

## ADDENDUM 2 - CARRIER SUBSIDY DISCOUNTS

Web Benefits Design has Preferred Carrier Partnership discounts which can be applied to the overall price for the online enrollment / benefit administration platform. Contingent upon carrier authorization, pricing discounts apply to the following lines of coverage with our Preferred Partners:

- Dental
- Vision
- Limited Medical
- Life and AD&D
- Voluntary Life
- Short Term Disability
- Long Term Disability
- Voluntary Accident
- Critical Illness & Cancer

### DISCOUNT PRICING TERMS AND CONDITIONS

- Pricing discounts are subject prior carrier approval and receipt of signed carrier-specific acknowledgement form.
- Carrier subsidy discounts will be applied during the month in which the subsidy begins.
- If client terminates one or all the Preferred Carrier Exchange Partners products' and/or lines of coverage, client pricing will revert to standard, non-discounted pricing terms immediately upon effective date of the change.
- If carrier(s) are not fulfilling their compensation obligations, employer / client will be liable for compensation in full through the duration of the Contract term.
- Employer is responsible for all fees until the employer is eligible for any carrier subsidy.

Line of Coverage	Carrier	Discount Amount
Medical		
Dental	Lincoln Financial	\$0.65
Vision	Guardian	\$0.14
Basic Life & AD&D	Lincoln Financial	
Vol. Life	Lincoln Financial	
STD	Lincoln Financial	
LTD	Lincoln Financial	
<b>Total Discount</b>		<b>\$0.79 PEPM</b>

Contract Signature	Employer Signature
Printed Name	Kent Cagle
Title	City Manager
Signature	
Date	

### ADDENDUM 3 - CARRIER AUTHORIZATION FOR EMPLOYER SUBSIDY DISCOUNT

Web Benefits Design honors Preferred Carrier Partnership Exchange discounts that can be applied to the overall price for the employers' online enrollment / benefit administration platform. By completing and signing this authorization form, carrier is acknowledging financial responsibility for commission and/or subsidy compensation to Web Benefits Design identified on the Carrier Subsidy Discount page of this Contract. If employer terminates one or more lines of coverage, carrier will not be held responsible for terminated benefits.

Employer Information	
Company Name	City of Killeen
Street Address	101 North College Street
City State Zip	Killeen, TX 76541
Primary Contact	Eva Bark
Contact Title	Exec Director of Human Resources
Email	<a href="mailto:Ebark@killeentexas.gov">Ebark@killeentexas.gov</a>
Phone	(254) 501-7834

Carrier Partner Information	
Name of Carrier	Lincoln Financial Grp
Group Sales Rep Name	
Group Sales Rep Phone	
Group Sales Rep Email	
Authorized Carrier Payment Contact	
Authorized Contact Email	
Authorized Contact Phone	
Carrier Authorized Signature	
Date of Signature	

## ADDENDUM 4 - CARRIER AUTHORIZATION FOR EMPLOYER SUBSIDY DISCOUNT

Web Benefits Design honors Preferred Carrier Partnership Exchange discounts that can be applied to the overall price for the employers' online enrollment / benefit administration platform. By completing and signing this authorization form, carrier is acknowledging financial responsibility for commission and/or subsidy compensation to Web Benefits Design identified on the Carrier Subsidy Discount page of this Contract. If employer terminates one or more lines of coverage, carrier will not be held responsible for terminated benefits.

Employer Information	
Company Name	City of Killeen
Street Address	101 North College Street
City State Zip	Killeen, TX 76541
Primary Contact	Eva Bark
Contact Title	Exec Director of Human Resources
Email	<a href="mailto:Ebark@killeentexas.gov">Ebark@killeentexas.gov</a>
Phone	(254) 501-7834

Carrier Partner Information	
Name of Carrier	Guardian Life Insurance Company
Group Sales Rep Name	
Group Sales Rep Phone	
Group Sales Rep Email	
Authorized Carrier Payment Contact	
Authorized Contact Email	
Authorized Contact Phone	
Carrier Authorized Signature	<div style="border: 1px solid black; padding: 2px; display: inline-block; background-color: #0056b3; color: white;">             SIGN HERE           </div> <span style="color: blue; font-size: 1.2em; vertical-align: middle;">4.9</span>
Date of Signature	

## ADDENDUM 5 - DETAILED DESCRIPTION OF WEB BENEFITS DESIGN SERVICES

Web Benefits Design (WBD) brings together smart solutions for all aspects of your benefits technology and administrative needs. We combine state-of-the-art technology with helpful, friendly customer service. Even with an amazing technology—there is still enormous need for the human element and personal touch that is required with the high-transaction nature of employee benefits.

WBD offers the total package:

### CUSTOMIZED BENEFITS WEBSITE

Web Benefits Design Corporation offers a highly customized, client specific employee benefits website for all clients. The benefits website can accommodate your company logo, style sheet, font, colors, navigation format, and overall “look and feel” (brand) of your corporate website. The website will include your benefit summaries, forms, side-by-side benefit comparisons, SPDs, SBCs, documents, calculators, flyers, educational materials, compliance information and links to your providers and/or 3rd party vendors.

### ONLINE ENROLLMENT / BENEFITS ADMINISTRATION

Our goal is to streamline the entire HR, benefits enrollment, communication and payroll process. The technology was designed with the “non-techie” user in mind. As a result, our benefits administration system is intuitive and easy to use for employees, consultants, human resource professionals, and benefits administrators. The system includes employee online enrollment and an intuitive, guided benefit shopping experience for employees that show cost by pay period. The system is permission-driven and will only show that employee the options, costs and eligibility rules applicable (i.e. hourly EEs may differ from salaried EEs).

WBD builds, transmits and manages all carrier feeds and can connect to any payroll or HRIS system – thereby creating a “single source” data solution for HR. The administrator portal (HR Access) provides robust tools for billing, custom reports, communication templates, customized employee messaging, employee history, COBRA transparency, call center records, ACA reports and 1095 forms and complete benefits outsourcing tools.

### COBRA ADMINISTRATION

WBD will provide COBRA administration services that are integrated and transparent within the WBD online enrollment / benefit administration platform. COBRA administration services include: initial notification to new hires and new enrollees; qualifying event election notice; monthly payment coupons; notification of late payment or insufficient funds; notification of upcoming expiration and termination; and open enrollment communications.

All COBRA packets are processed within 48-hours of termination notification. Member packets are customized based on the plans and election options available based on the member’s coverage status. Members have access to WBD toll-free customer service for help with benefit eligibility, payment status, payment options, or enrollment assistance. WBD will provide premium remittance reports, payment status reports, participant election reports, and activity tracking reports. Employers will be reimbursed on a quarterly basis.

### ACA 1094C & 1095C FORM GENERATION AND REPORTING

WBD will generate the 1094-C and 1095-C forms for both active and terminated employees, including COBRA participants (assuming client uses WBD’s integrated COBRA administration). WBD will populate the line 14, 15, and 16 series codes using system logic and historical data information. WBD will file electronically with the IRS and will provide a master file for employer records. Historical data loads are included in set up fees. Hard copy distribution of forms to employee is available for \$3 per mailing.

All forms will be generated and available for review at least 10 days prior to IRS deadline on an annual basis. Employees and employers will be able to access forms online through the WBD benefits website and HR Access. WBD is also responsible for any corrections and re-filings as per IRS specifications and applicable deadlines. WBD provides telephonic support for questions or requests to re-issue forms. WBD ACA reporting services also includes the following reports in Excel format: employers W-2 Healthcare Report in excel format: Year-end Healthcare Summary Reports with data for Box 12 on W-2 forms and Affordability Report.

## ADDENDUM 5 - DETAILED DESCRIPTION OF WEB BENEFITS DESIGN

### CALL CENTER / EMPLOYEE BENEFITS HOTLINE (YEAR-ROUND)

WBD offers a full service, year-round Call Center for client employees and HR professionals. Each client receives a specific benefits hotline number that is answered "ABC client benefits hotline, how may I help you today?" WBD benefits experts are available to provide technical assistance, password reset, telephonic enrollment, assistance with benefit and eligibility questions, as well as general benefits assistance. Call center also includes outbound individual and automated bulk calls. Text messaging is also available. All calls are recorded and documented for 100% client transparency. Call center metrics and reports are available to our clients.

### ACA VARIABLE HOURS TRACKING (VHT)

This service is separate from 1094C/1095C reporting. WBD provides year-round variable hours tracking for clients' variable hours population in order to remain ACA compliant. Current benefit administration system data is integrated with additional payroll data to complete the data requirements necessary to track and report hours worked for clients' variable hours population. WBD's robust variable hours tracking tool provides new hire and ongoing measurement capabilities. The client is required to provide their employee hours report in the WBD template on a frequent basis. Upon eligibility status change, WBD will communicate to employers (and employees assuming the client uses WBD's Employee Call Center service) and track benefits offer date, acceptance date, and/or waiver date.

### DISCREPANCY REPORT MANAGEMENT

WBD team will obtain all carrier discrepancy reports within 24 hours after processing of each carrier data feed. WBD team will review, correct, and communicate all corrective action as necessary to ensure consistent, clean, accurate data management processes.

- If WBD is contracted to manage discrepancy reports, there is a \$.25 PEPM charge. Reports outlining and correcting differences in the carrier system vs. the WBD system will be reviewed on a weekly basis (assuming carriers are able to provide the reports to us on a weekly basis). Client is required to respond to WBD inquiries in a timely manner and help resolve questions as needed.
- If WBD is **not contracted** to manage discrepancy reports, client is required to assume full responsibility for all carrier discrepancy reports, default cancel reports or eligibility clarification issues from each carrier.

### EVIDENCE OF INSURABILITY MANAGEMENT (EOI)

New Hires, Qualifying Events and Open Enrollment: WBD will follow up weekly with all employees that are pending voluntary life approval based on completion of EOI form / process. Services includes full scope of EE communications, monitoring vendor system for completion, follow up communication to EE after request is approved, denied or closed out due to lack of response.

### ELIGIBILITY FILE MANAGEMENT

Customize system to "pend" new hires, qualifying events and/or open enrollment for all EE records. WBD team is responsible for processing all status changes (based on a weekly file) including LOA's, PT to FT, Hourly to Salary, and terminations.

For QE and new hire changes, WBD will be responsible for reviewing transactions, monitoring effective dates and approving / declining each employee election with appropriate electronic employee communications and BCS.

### QUALIFYING EVENT MANAGEMENT

WBD will manage, make outreach, follow through and close the loop on all qualifying events and requests for benefit changes. The system will can be automatically set to "pend" change requests, but WBD will work with your employees to gather the required documentation (i.e. birth and marriage certificates, proof of lost coverage, court order documents, etc.) and will validate accordingly. WBD will be responsible for reviewing all qualifying events and new hire changes transactions, monitoring effective dates, and approving/declining each employee election with appropriate electronic employee communications and BCS. All correspondence and documentation is tracked, dated and stored in HR Access.

## **ADDENDUM 5 - DETAILED DESCRIPTION OF WEB BENEFITS DESIGN**

### **NEW HIRE MANAGEMENT**

WBD team will generate weekly reports for new hires who are within their 30 day window to enroll – reminding them of their benefits and eligibility rules (message can be customized by client). WBD is responsible for ensuring that each member has been adequately notified of enrollment opportunity. Upon enrollment, WBD will email confirmation to employee. If employee is unresponsive, WBD will follow up with email and Benefit Confirmation Statement with cc to HR contact. If employer has default medical option, WBD will administer accordingly.

### **DEPENDENT AGE MANAGEMENT**

WBD will monitor upcoming dependent “age-outs” in accordance with client eligibility rules. WBD will notify employee and HR of any dependents that are approaching their loss of eligibility status within the next 60 days. WBD will proactively process COBRA and employee communications to ensure client termination rules are maintained without employer manual intervention.

### **DEPENDENT DOCUMENTATION MANAGEMENT**

Customize system to “pend” new hires, qualifying events and/or open enrollment for all EE records that include dependent enrollments. New Hires, Qualifying Events and Open Enrollment: Web Benefits will follow up after each transaction to collect and store dependent documentation. Web Benefits will release or close each EE record as appropriate to ensure proper eligibility information transfer. WBD will handle all employee communications and correspondence and record all information in the administration portal.

### **CONSOLIDATED BILLING AND RECONCILIATION**

For most clients, our highly efficient and accurate carrier file feeds and custom billing and report capabilities eliminate the need for 3rd party reconciliation billing. However, if clients need the additional service of consolidated billing and line-by-line reconciliation services, WBD offers this service through our preferred partner at a discounted rate. The service includes collection of all insurance carrier bills on the client’s behalf and confirmation of each billing transaction against enrollment data in the WBD system. Payments will be remitted to each carrier once acquiring billing statements and payment from the client. Monthly audits resolve any discrepancies identified between WBD and the carrier’s system (if any). Summary and detailed reports are generated for the self-reported plans.

### **CUSTOMIZED BILLING AND ON-CALL REPORT ANALYST**

Dedicated WBD report analyst will customize reports for bills, budget, dependent age tracking, open enrollment activities, eligibility audits or other client needs. Reports will be generated and emailed to designated client contact within 2 business days of request or less. Reports can also be set up to automatically generate and be emailed to client on a regularly scheduled basis. Your WBD report analyst is essentially your “on-call” report specialist for any and all “on-demand” reporting needs.

### **MEDICAL WAIVER / PROOF OF OTHER COVERAGE MANAGEMENT**

Customize system to “pend” new hires, qualifying events and/or open enrollment for all EE’s that are waiving medical coverage. For new hires, qualifying events and open enrollment: Web Benefits will follow up after each transaction to collect and store proof of other medical coverage. Web Benefits will release or close each EE record as appropriate to ensure proper administration of client procedures.

### **BENEFICIARY MANAGEMENT**

WBD team will generate monthly reports for employees who are missing beneficiary information or who have not updated beneficiary information within the past 12 months. WBD team will email and make outbound reminder phone calls to employees prompting them to update beneficiary records.

## ADDENDUM 5 - DETAILED DESCRIPTION OF WEB BENEFITS DESIGN

### ANNUAL DOMESTIC PARTNER VERIFICATION

WBD will verify domestic partner status and collect current domestic partner documents (as per client requirements) on an annual basis.

### MAILING & FULFILMENT OF PRINTED COMMUNICATIONS

Whether you need your pre or post enrollment benefit conformation statements, take over benefit confirmation statements or your ACA 1095 employee reports mailed, we've got your covered. As an additional service, we can help you get important hard copy communications in the hands of your employees.

### SINGLE SIGN ON (SSO) OR API WITH 3RD PARTY

Through an integrated third party validation we are able to link your WBD benefits administration platform to a number of existing client applications (such as payroll or HRIS system) using a SAML assertion to validate the users identity. With this capability, the user is authenticated by logging into WBD or the employer's system to gain access to both the WBD system and the desired SAML enabled client applications without being prompted to login multiple times. SSO increases productivity along with information security and should be considered for any company with more than 500 employees.

### DECISION SUPPORT VIDEOS

Web Benefits Design now offers a wide selection of creative, engaging videos and decision support tools to help explain group benefits and drive employee participation. Ask your regional sales director for more details and pricing options.

- **Value Package**  
Provides benefit information and explains complicated terminology while providing useful tips to help employees become savvy consumers. Videos are embedded throughout the Benefits Supersite and online shopping experience. Choose 10 from the library of topics.
- **Branded Package**  
Provides benefit information and explains complicated terminology while providing useful tips to help employees become savvy consumers. Videos are embedded throughout the Benefits Supersite and online shopping experience. Choose 10 from the library of topics.
- **Customized Package**  
A highly effective option for employers offering multiple medical options and/or Wellness & Incentive programs. WBD will create a series of branded videos with custom storyboarding and voiceover to provide information on the group's specific benefits.