



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING

2051 Kaen Road | Oregon City, OR 97045

7/25/2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of the Personal Services Contract with Businessolver.com, Inc. for benefits administration. Contract value is \$1,654,725 over 5 years. Funding through contributions and fees paid by county departments, employees, retirees, COBRA beneficiaries, and other agencies contracting with Clackamas County for employee benefits administration including \$479,870 in budgeted County General Funds.

Previous Board Action/Review	Included as part of the past two fiscal year budget cycle presentation materials		
Performance Clackamas	<ol style="list-style-type: none"> 1. This project supports the Board's Strategic priority to Build public trust through good government and the Strategic Result, by 2024, County policies and decisions, service delivery, [...] will be equitable, inclusive and transparent. 2. This project directly supports Human Resource's Strategic Result #5 to align wellness programs with workforce needs. 		
Counsel Review	Yes – See page 8 of the contract document	Procurement Review	Yes – 6/27/2023
Contact Person	Evelyn Minor-Lawrence, IPMA-CP, Director Human Resources	Contact Phone	503-655-8812

EXECUTIVE SUMMARY: In response to the changing demands of the workplace, the Clackamas County Benefits Division is implementing a strategic plan requiring a significant shift from transactional benefits administration to strategically managed benefits delivery which includes the outsourcing of benefit enrollments to a third-party administrator. The benefits service delivery strategy is built on the following pillars:

- Enhanced customer experience
- Minimize manual processing and reconciliation
- Access to accurate and timely data with dashboard reporting
- Implement plan sponsor best practices
- Instill consistent vendor management practices
- Introduce comprehensive compliance, audit and controls
- Transform benefits team service delivery model

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From 2020-2022, the Benefits Division developed its service delivery strategy based on a comprehensive review and analysis of its operations. In summary, the County's Benefits Division lacks modern approaches to program administration in its processes and technology, resulting in heavy reliance on manual processes and workaround solutions.

This leads to:

- Diminished customer experience
- Errors in reporting and compliance
- Unnecessary risk exposure
- Limited time for strategic efforts

The information below captures some of the rules, regulations and policies Clackamas County is subject to related to employee benefits, and showcases key compliance risks and associated penalties.

HIPAA, and HITECH Act

2022 HIPAA Penalty Structure:

Penalty Tier	Culpability	Minimum Penalty per Violation – Inflation Adjusted	Max Penalty per Violation – Inflation Adjusted	Maximum Penalty Per Year (cap) – Inflation Adjusted
Tier 1	Lack of Knowledge	\$127	\$63,973	\$1,919,173
Tier 2	Reasonable Cause	\$1,280	\$63,973	\$1,919,173
Tier 3	Willful Neglect	\$12,794	\$63,973	\$1,919,173
Tier 4	Willful Neglect (not corrected within 30 days)	\$63,973	\$1,919,173	\$1,919,173

Affordable Care Act (ACA)

- Failing to timely file 1095-C forms is \$290 per return, and up to \$580 for intentionally disregarding filing responsibilities
- 2023 4980H(a) penalty is \$240, annualized at \$2,880 per employee
- 2023 4980H(b) penalty is \$360, annualized at \$4,320 per employee, per violation
- Inflation Reduction Act (IRA) provided IRS \$80 billion in funding for tax enforcement, including the Employer mandate. Bringing on 87,000 new tax examiners
- IRA also extended subsidies through 2025, increasing potential for penalty assessments

COBRA

IRS excise tax penalty: \$100/day for each qualified beneficiary (\$200/day if more than one family member affected). Minimum: \$2,500. Maximum for unintentional failures is the lesser of 10% of the amount paid during the preceding tax year by the employer for group health plans, or \$500,000

Annual Notices (small sample)

- Medicare Part D Creditable Coverage: No specific employer penalty, but employees must have the information to avoid potential Part D late enrollment penalties (the premium may go up by at least 1% for every month without creditable coverage)
- Children's Health Insurance Program (CHIP) notice: Employer penalty at least \$120/day/employee
- Women's Health and Cancer Rights Act (WHCRA) notice: Employer penalty is \$100/day/employee with potential breach of fiduciary duty claim

In addition, the County is subject to ORS Chapter 243, which covers life, health and other benefits for employees and retirees, and abides by County Employment Policy and Practice (EPPs), Union contracts and carrier contracts.

By leveraging a third-party administrator for employee benefit administration, the County will be able to ensure compliance with the rules, regulations and policies Clackamas County is subject to, improve customer experience, provide effective coordination of benefits, and improve access to program data and analysis to better inform business decisions. This will also allow a transformation of the in-house Benefits team with renewed focus on supporting organization-wide productivity and employee engagement efforts.

RECOMMENDATION: Staff recommends the Board of County Commissioners approve the contract with Businessolver.com, Inc.

Respectfully submitted,

Evelyn Minor-
Lawrence,
IPMA-CP

Digitally signed by Evelyn
Minor-Lawrence, IPMA-CP
Date: 2023.07.19 10:13:16
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Evelyn Minor-Lawrence, IPMA-CP, Director Human Resources



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #6844**

This Personal Services Contract (this “Contract”) is entered into between Businessolver.com, Inc.(“Contractor” or “Businessolver”), and Clackamas County, a political subdivision of the State of Oregon (“County” or “Customer”) on behalf of Human Resources department.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire five (5) years from the Go-Live date (as defined in Exhibit A) (the “Initial Term”). This Contract may be renewed for subsequent one-year terms (each a “Renewal Term”) by execution of a written amendment by both parties.
- 2. Scope of Work.** Contractor shall provide the following personal services: the license rights and access to Contractor’s benefits administration platform (“Work” or “Services”), further described in **Exhibit A**. County’s license right and access to Contractor’s administration platform is subject to the additional terms and conditions set forth in Exhibit-C.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one million six hundred fifty-four thousand seven hundred twenty-five dollars (\$1,654,725.00), for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within ninety (90) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor but in no event later than thirty (30) days following the County’s receipt of invoice from Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth in Exhibit B. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Contractor may increase such fees annually, after the Initial Term, by an amount not to exceed five percent (5%) of the then-current fees. However, such increase shall not occur more frequently than once in any twelve (12) month period. Contractor may increase the fees at any time during the Initial Term or any renewal term if a County-supporting third-party supplier increases the fees to be paid by Contractor, with such increase being limited to the amount of increase in Contractor’s fee to the third-party supplier. For example, The County-supporting third-party supplier fees may include, but are not limited to, printing, postage, and Language Line fees.
 - a. Taxes.** All fees and other charges described in any invoice from Contractor shall be deemed to be exclusive of all taxes and as well as any duties, levies or assessments (collectively “Taxes”) and the County shall be responsible for and pay all Taxes, however designated, which are based on this Agreement (excluding any Taxes assessed on Contractor’s income from this Agreement).
 - b. Late Payments/Suspension.** All overdue and undisputed payments to Contractor shall bear interest at the rate of 1.5% per month or the maximum rate permitted by law (whichever is less). Without prejudice to any other rights set forth in this Agreement, Contractor reserves the right to suspend the County’s access to the Services upon 10 days’ prior notice if the County is late paying any undisputed amounts due hereunder.

- c. **Disputes.** Any disputes by the County for invoices must be raised in good faith by the County and provided will attempt to raise any good faith dispute regarding an invoice in writing within thirty (30) days of receipt of such invoice. A dispute will not relieve County of its obligation to timely make payments of all undisputed amounts currently owed to Contractor.
- d. **Suspension of Service Fees.** If at any time during the term of this Agreement Contractor fails to deliver products or Services agreed to in writing by Contractor, and such failure continues for thirty (30) days beyond the date established by Contractor for delivery to the County, the County may suspend its monthly payments to Contractor for such Services until such time as Contractor delivers the products or Services to the County, at which time all the County monthly payment obligations will thereafter resume on the first day of the next calendar month. The remedy provided herein is in addition to any other rights and remedies available to County under this Contract including, but not limited to, termination.

Invoices shall reference the above Contract Number and be submitted to: Kristi Durham

5. Travel and Other Expense. Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html> and attached hereto as Exhibit E. Travel expense reimbursement is not in excess of the not to exceed consideration.

6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E.

7. Contractor and County Contacts.

Contractor Administrator: Email: legalcontracts@businessolver.com	County Administrator: Kristi Durham Phone: 503-742-5470 Email: kdurham@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. **ACCESS TO FINANCIAL RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Upon the reasonable advance notice (which shall be no less than thirty (30) days), County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. The County shall bear all costs and expenses relating to such audit. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. **AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period

sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.

3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Both parties shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Upon request from the County, which shall not occur more than once annually, Contractor shall provide proof of said insurance and name the County as an additional insured on all

required liability policies except workers compensation. Proof of insurance, upon such request by the County, should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The policy(s) shall be primary insurance with respect to the requirements of this Agreement. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) except in the event of non-payment by the County for Work previously performed by Contractor prior to termination, any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** Reserved.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28,

and 30 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which may not be unreasonably withheld. By execution of this Contract, County approves Contractor's subcontract with the following entities to perform the Work
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County, or (iii) at any time if federal or state laws, regulations, or guidelines are modified or interpreted by a court or other judicial body in such a way that performance under this Agreement is prohibited including, but not limited to, a determination that Contractor's deposit of participant funds at Contractor's financial institution is prohibited; or (B) if either party breaches any Contract provision or is declared insolvent, the non-breaching party may terminate after thirty (30) days written notice with an opportunity to cure.

Upon expiration or termination of this Agreement for any reason whatsoever Contractor has the right to terminate all licenses granted hereunder immediately at its sole discretion. In the event that Contractor exercises this right, all exercise of activities permitted under such licenses shall cease and any and all documentation provided by Contractor relating to the Work must be destroyed, with confirmation of such to Contractor.

Transition Services. Upon the termination or cancellation of this Agreement and the County's request, Contractor shall provide services necessary to provide uninterrupted services to the County during the transfer and to complete a full and effective transition to another system or vendor as required by the County. The County shall pay to Contractor a mutually agreed upon amount of compensation for all work performed with respect to such transfer. Such transfer shall be performed and completed within ninety (90) days of notice of termination of this Agreement or within such time period as the parties may mutually agree.

Open/Annual Enrollment During Term. Contractor agrees to perform open/annual enrollment (OE) services, once annually, during the term of this Agreement. The parties agree Contractor shall charge the County additional OE service fees ("OE Fee") in the event any OE period represents a plan benefit year for which Contractor does not provide Services under this Contract for the full plan year. (Example: OE 2022 for benefit

plan year 2023 and the County terminates this Contract effective prior to the start of the new plan year, the OE Fee shall apply).

20. **REMEDIES.** If terminated by one Party due to a breach by the other Party, then the non-breaching Party shall have any remedy available to it under this Contract, at law, or in equity.
21. **NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
22. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
23. **FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
24. **FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, pandemics or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
25. **WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
26. **PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
27. **NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
28. **CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by

Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as “Personal Information” is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information in accordance with the agreed upon transition plan as above contemplated in Section 19. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor’s employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor’s employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor’s obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. Reserved

30. **HIPAA COMPLIANCE.** Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”), which include the Standards for the Privacy of Individually Identifiable Health Information (the “Privacy Rule”), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the “HITECH Act”) (collectively, and as amended from time to time, the “HIPAA Rules”). Contractor shall further execute the Business Associate Agreement attached hereto as **Exhibit D** and incorporated by this reference herein

31. **MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Businesssolver.com, Inc.

Clackamas County

DocuSigned by:
Jon Shanahan 6/27/2023
Authorized Signature Date

Chair Date

Jon Shanahan President & CEO
Name / Title (Printed)

Recording Secretary

996934-92
Oregon Business Registry #

Approved as to Form:

FBC/Delaware
Entity Type/State of Formation

[Signature] 06/27/2023
County Counsel Date

Exhibit A Scope of Work

SERVICES SCHEDULE

I. Service Parameters

Businessolver and Customer shall continue to maintain service selections by agreement, as recorded below, in the customer concept of operations, and the project plan when applicable (e.g., annual enrollment). A copy of each, with updates, shall be available to Customer upon reasonable request. On an ongoing basis, Businessolver will update services based on Customer-directed changes as mutually agreed upon. Any changes shall not modify or have precedence over the terms of this Agreement, unless expressly agreed to, in writing, and signed by both parties.

With respect to the Services and this Schedule A, Customer shall be obligated to use its best efforts to recover from or refund to participants or carriers due to any missed or incorrect deductions or billings related to benefits administered under this Contract if such correction is able to be resolved within the plan year through adjusted payroll deductions, direct billing or any other reasonable means.

A. Staffing and Resources

Responsibilities of Businessolver:

- Assign implementation project manager and implementation resources to support Businessolver-owned implementation tasks.
- Assign implementation resources who will be assigned Businessolver-owned implementation tasks

Responsibilities of Customer:

- Assign resources to support Customer-owned implementation tasks.

B. Project Management Resources and Tools

Responsibilities of Businessolver:

- Create and maintain project plan, inclusive of Businessolver and Customer tasks and deliverable dates, and provide project management services required for the successful implementation of the proposed solution.¹
- Schedule and facilitate project meetings.
- Maintain open items list and risk tracker including all actions, decisions, questions and risks (updated as mutually agreed upon with Customer).
- Define and document contacts and procedures for issue resolution and project sign-off.
- Partner with Customer and/or Third Parties to identify and create risk mitigation plan (if needed).
- Post implementation documents online via Benefitsolver's Document Center.

Responsibilities of Customer:

- Attend conference calls and other meetings mutually agreed to by Businessolver and Customer during the implementation period.
- Manage deliverables specifically related to Customer's responsibilities, oversee transition from current benefit administration provider (if applicable), thoroughly test the system during that phase of implementation and provide support to the Businessolver onboarding team by providing requirements and making decisions related to benefit programs being administered by Businessolver.

¹Additional time may be required if environment specifications and requirements are not fully disclosed during the creation of the project plan. Any changes to the project plan as a result of unanticipated or undisclosed information may result in an impact on the anticipated Go-Live date.

C. Requirements

Responsibilities of Businessolver:

- Provide list of raw materials required from Customer (e.g., benefit guides, census data, SPDs, payroll calendars, etc.).
- Conduct discovery session(s) with Customer and/or any carriers or other Clackamas vendor (“Third Parties”) to define requirements for all in scope services including but not limited to:
 - Data conversion sources and specifications
 - HRIS/Payroll file specifications including format, frequency, method of transmission, pay schedule(s) and business rules
 - Plan offering and eligibility rules
 - Employee/Employer contributions, credits, surcharges and rate structures
 - Plan design data
 - Service areas, if applicable
 - Business rules
 - Member experience specifications² (e.g., authentication criteria, engagement pieces, delivery method, Benefitsolver layout/content, opening/closing messages for employee events, Reference Center materials, content visibility rules, etc.)
 - Carrier account structure
 - Third party integration specifications (e.g., EDI³, SSO, web-services and including format, frequency, method of transmission and business rules)
 - Reporting needs
 - Administrator access rules
- Inform Customer of specifications that fall outside of Businessolver’s standard services (including additional fees if applicable).

Responsibilities of Customer:

- Deliver raw materials to Businessolver.
- Participate in discovery session(s) to facilitate requirements definition.
- In support of MyChoice[®] Recommendation Engine configuration, provide Customer-specific content, enrollment opportunities to include the tool, direction for weighting of questions based on benefits strategy, if applicable, and direction for changes annually based on revisions to benefit offerings, plan design and/or strategy.
- Approve defined requirements.⁴

D. Data Conversion

Responsibilities of Businessolver:

- Accept conversion data from defined sources.
- Develop and test import configuration used to import data to Benefitsolver.
- Test and verify import of data against source data.⁵
- Resolve errors identified where Businessolver functionality is the root cause.

² For the purposes of employee self-services functionality, Businessolver will use standard system language for online system messaging if Customer-specific messages are not provided.

³ Businessolver will provide export files in the HIPAA 834 or carrier proprietary file format. If any carrier requests files be sent in a proprietary format, this will be discussed and additional fees may apply.

⁴ May be requested through sign-off within Benefitsolver on annual basis.

⁵ Error reports will be generated after each test import is processed and when final data is imported into production.

Responsibilities of Customer:

- Provide conversion data to Businessolver, in mutually agreed upon format, including:⁶
 - Employee census/indicative data
 - Dependent indicative data
 - Inactive participant and retiree indicative data
 - Current benefit coverage data
 - Beneficiary data
 - QMCSO data
- Review and resolve errors reported by Businessolver where Customer/Third Party is the root cause.

E. Configuration and Testing

Responsibilities of Businessolver:

- Establish up to one (1) ongoing census import file.
- Establish up to eighteen (18) ongoing carrier/vendor exports.⁷
- Establish up to two (2) ongoing carrier/vendor imports (e.g., Wellness program participation results).
- Establish up to three (3) ongoing carrier/vendor integrations via web services.
- Establish up to one (1) ongoing payroll file.
 - Configure the Benefitsolver system, integrations and payroll files based on specifications defined with Customer for all services in scope.
 - Develop test plan and execute testing of Benefitsolver configuration; applies to Businessolver and Customer testing activities, inclusive of test scenarios identified from Customer-defined specifications and test cases for defined scenarios.⁸
 - Facilitate validation and testing sessions⁹ and provide Customer access to test environments¹⁰ for Customer validation, user acceptance testing and end-to-end testing¹¹ activities.
 - Provide test files to all carriers/payroll vendor(s).
 - Track issues identified and provide resolution plan.
 - Make corrections to Benefitsolver based on issues identified.
- Establish two (2) ongoing enrollment files.¹²

Responsibilities of Customer:

- Review and provide additions to Businessolver-identified test scenarios, if required (e.g., historical exception populations).
- Provide imports to Businessolver for testing process (e.g., HRIS file, wellness completion data, etc.).
- Process test files received and provide results to Businessolver (e.g., Payroll file).
- Participate in validation, Customer acceptance testing and end-to-end testing activities.

⁶ Businessolver assumes a minimum of three (3) rounds of data will be supplied (two test and one final conversion file) in support of initial system configuration, testing and Go-Live. Standard support includes receipt of current data and historical data to the extent required to support ACA services as defined with this document, current plan year administration and/or a passive annual enrollment. Historical data may also be supplied as a file and posted to the Document Center for Customer access).

⁷ Businessolver cannot guarantee the quality of file exports when changes or modifications to the file formats or data values occur without prior notification from the carrier and/or Customer.

⁸ Businessolver leverages Benefitsolver-created test members for initial system validation and Customer data for acceptance and end-to-end testing.

⁹ Duration and location will be mutually agreed upon with Customer. Remote access will be available to Customer.

¹⁰ Two environments are leveraged for this purpose; refreshed daily/weekly.

¹¹ Dependent upon Customer's/Third Parties' ability to support this activity.

¹² Businessolver will provide an ongoing enrollment file to Clackamas for use in internal processes. This file is in addition to the ongoing payroll file and/or Billing & Financial reporting generated from Businessolver's single-source SaaS system. Businessolver shall not be responsible for identifying inconsistencies between Clackamas County's enrollment file process and Benefitsolver; or for verification, reconciliation of any errors created by or in any way arising from Clackamas County's processing of the enrollment file. Businessolver will solely rely on information provided in Benefitsolver.

- Resolve issues identified where Customer/Third Party data, system(s) or processes are the root cause.
- Provide sign-off for Go-Live readiness following testing process.¹³
- Provide final approval (which may be requested through sign off within Benefitsolver on an annual basis) for system set up, which includes but is not limited to plan information, company structure, plan eligibility rules, plan pricing/rates, employee access events, employee access rights, administrator access and integrations (e.g., carrier, payroll, third-party).

F. Administrator Training

Responsibilities of Businessolver:

- Provide training modules, via Benefitsolver (available ongoing), and assist Customer in using Benefitsolver functionality based on services in scope.
- Provide administrators with access to online help ("Helpsolver") from the Benefitsolver system.

G. Transition to Go-Live

Responsibilities of Businessolver:

- Create transition plan with Customer and/or Third Parties including tasks, delivery dates and responsible parties for all activities necessary to complete service transition.
- Develop and execute Go-Live checklist including all operational transition, data migration, customer service center related processes, system readiness, etc.
- Create standard operating procedures in support of ongoing services.
- Maintain document for any interim solutions or manual support.

Responsibilities of Customer:

- Execute transition plan tasks aligned to Customer¹⁴.

H. Enrollment & Eligibility Services

1) Health and Welfare Plan and Administration Responsibilities

Responsibilities of Businessolver:

- Maintain administration services based on Customer-defined plan rules (e.g., eligibility rules, rates and services, etc.).
- Respond to and implement Customer-directed changes, as mutually agreed upon.

Responsibilities of Customer:

- Define plan design and plan rules.
- Serve as plan fiduciary; Customer is responsible for compliance with applicable laws and regulations.¹⁵
- Create and provide plan document.
- Perform vendor management.
- Provide Customer-directed changes.

2) Covered Populations

¹³ Businessolver and Customer will begin data import/export transitions on a mutually agreed upon date.

¹⁴ Additional transition plan tasks may be the responsibility of a third party contracting with the Customer (e.g., current benefits administrator). Tasks may include, but are not limited to transactions, cases and/or appeals in progress prior to Businessolver's implementation, final billing cycle, including refunds and collections, for last cycle run prior to transition. Failure to complete these tasks may result in changes to the project timeline as mutually agreed upon by all parties.

¹⁵ Customer remains the Plan Administrator for all purposes and as such retains full fiduciary responsibility and liability under all federal and state laws and regulations.

Responsibilities of Businessolver:

- Administer populations including:
 - Active employees (full-time, part-time, temporary, seasonal, fixed term, and non-union/union)
 - Leave of Absence employees (STD, LTD, FMLA, military, Oregon Paid Leave, etc.)
 - Separated employees (suspensions, layoffs, severance, termination)
 - Retirees (Non-Medicare, Medicare)
 - COBRA-Qualified beneficiaries
 - Dependents of the above population

3) Plan Offering

Responsibilities of Businessolver:

- Administer enrollment in plans in Benefitsolver including:
 - Medical¹⁶ - Active
 - Dental
 - Vision
 - Retiree Medical (Non-Medicare)
 - Retiree Medical (Medicare)
 - Retiree Dental
 - Retiree Vision
 - Retiree EAP
 - Healthcare Flexible Spending Account (HCFSA)
 - Dependent Care Flexible Spending Account (DCFSA)
 - Employee Basic Life Insurance
 - Dependent Basic Life
 - Employee Supplemental Life & AD&D
 - Spouse/Domestic Partner Supplemental Life & AD&D
 - Child(ren) Supplemental Life & AD&D
 - Short Term Disability (STD)
 - Long Term Disability (LTD)
 - Employee Assistance Program (EAP)
 - Legal Services
- Voluntary Benefit Programs including:¹⁷
 - Accident
 - Cancer
 - Critical Illness
 - Deferred Compensation
 - Group Universal Life
 - Hospital Indemnity
 - Individual Disability
 - Long-term Care
 - Term Life
 - HRA VEBA

4) Employee Self-Service Functionality

¹⁶ Including additional coverage for Mental Health, Substance Use Disorder, and/or Prescription Drug if applicable.

¹⁷ Enrollment for these plans will be facilitated by the carrier (i.e., enrollment will not occur in Benefitsolver). Individually underwritten plans will be managed outside of Benefitsolver.

Responsibilities of Businessolver:

- Provide website using responsive web design, 24/7 (except during scheduled downtimes).
- Provide first-time user functionality that allows members to establish their own unique sign-on and password.
- Allow members to designate communications delivery preference and consent to electronic delivery of communications.
- Allow members to update indicative data via self-service functionality.
- Provide MyChoice Mobile App including view current plan details, dependent information, beneficiaries, personal documents and messages, upload photos of ID cards, upload verification documents, access service center and Sofia
- Provide Plan Detail capabilities to allow for comparison of available options.
- Provide MyChoice Recommendation Engine including pre-created questions, support for Customer-configured questions, and analytics for Customer review (based on national averages).
- Offer Provider Lookup tool for medical plans (Refer to the MyChoice Find a Provider section of this document for additional details.)
- Provide integration with carrier, from Benefitsolver, via single sign-on and/or web services.
- Require system re-authentication after 20 minutes of inactivity.
- Track participants' sessions, web pages viewed, and actions taken.

5) Ongoing Data Import Services**Responsibilities of Businessolver:**

- Load ongoing census files to Benefitsolver via the defined parameters.
- Default any required fields not provided on census file by Customer.
- Provide import dashboard including file received, processing details, errors identified and control totals.
- Review errors identified with Customer and manage resolution process.
- Coordinate with Customer to resolve errors identified.
- Document resolution in import dashboard.

Responsibilities of Customer:

- Send census file, from Customer's HRIS system, to Businessolver based on agreed-upon transmission parameters.
- Coordinate with Businessolver to resolve errors identified.

6) Eligibility Determination and Events Management**Responsibilities of Businessolver:**

- Identify and initiate events¹⁸ including, but not limited to:
 - New Hire
 - Rehire (reinstate benefits)
 - Job status change
 - Change of address
 - Leave of absence
 - Termination
 - Transfers
 - Disability
 - Death
 - Retirement
 - Medicare enrollment
 - Family status change
- Determine eligibility for employees and/or dependents.

¹⁸ Initiated by import, administrator, Benefitsolver and/or member.

- Determine benefit plan option available and calculate prices and/or credits.
- Accept dependent information online or via service center.
- Accept and process enrollment elections via Benefitsolver or service center.
- Identify elections requiring evidence of insurability (EOI) and assign default coverage (Guaranteed Issue) pending carrier determination.
- Inform employees of EOI process and provide resources to complete EOI including member and dependents.
 - Link to carrier website via SSO
- Receive EOI approval/denial from Customer/Third Party via report.
- Update coverage to reflect EOI approval or return to prior election if EOI denied.¹⁹
- Calculate imputed income for all applicable benefits (e.g., life insurance, domestic partner coverage).
- Accept beneficiary designation(s) and store electronically within the system.
 - Provided online or via service center.
 - Primary and Contingent beneficiary designations permitted.
 - Edits to ensure allocations total one hundred percent (100%).
- Assign default coverage to participants who do not enroll by enrollment deadline.
- Identify dependents reaching the Plan's maximum age of eligibility and notify participants in advance of coverage termination.
 - Remove dependents who have reached maximum age of eligibility from coverage.
 - Identify COBRA Qualifying event and offer COBRA.
 - Produce and distribute communications defined with Customer; Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
- Provide access to transaction history.

7) Carrier/Vendor Integration

Responsibilities of Businessolver:

- Deliver export files to carrier/vendor based on agreed-upon transmission parameters (standard frequency is weekly).²⁰
- Carrier/vendors send import to Businessolver based on agreed-upon transmission parameters (e.g., wellness program completion data).
- Provide import/export dashboard including file received, processing details, errors identified and control totals.
- Review identified errors with Customer/carrier/vendor and manage resolution.
- Resolve errors identified with Customer/carrier/vendor.
- Document resolution in import/export dashboard.
- Assist Customer with one-off or emergency carrier updates.

Responsibilities of Customer:

- Resolve identified errors with Businessolver/carrier/vendors.

8) Payroll File Processing

¹⁹ In case of any conflict between participant benefits election confirmation and an official plan document, Customer shall be responsible for any benefit payments owed in excess of the plan document that are not otherwise payable by the insurance carrier, and in no event, shall such amounts be the responsibility of Businessolver.

²⁰ Businessolver cannot guarantee the quality of file exports when changes or modifications to file formats or data values occur without prior notification from the carrier and/or Customer.

Responsibilities of Businessolver:

- Generate payroll deduction file(s) based on member elections and deliver to Customer per the defined requirements and business rules.²¹
- Provide payroll dashboard including file delivered, processing details, errors identified and control totals.
- Review identified errors with Customer and manage resolution process.
- Resolve errors identified with Customer.
- Document resolution in payroll dashboard.

Responsibilities of Customer:

- Resolve errors identified with Businessolver.
- Review all payroll file runs to ensure that the files are successfully processed²².

9) Payroll Comparison Services**Responsibilities of Businessolver:**

- Create a payroll configuration to allow for a payroll comparison to be performed.
- Provide training to Customer on the process for loading the payroll deduction file.
- Generate a comparison file through the Benefitsolver system identifying variances between payroll deductions requested (from Benefitsolver) and actual deductions withheld from employee pay checks via Customer's payroll system.
- Review the comparison file with Customer.

Responsibilities of Customer:

- Generate a full deduction file of deductions withheld from Customer's payroll system and load deduction file to the Benefitsolver payroll comparison module.²³
- Review the comparison file and resolve conflicts that are identified.

10) Closed Loop Payroll**Responsibilities of Businessolver:**

- Accrue amount of unpaid premiums for deductions in future payroll files according to Customer-defined requirements.
- Apply adjustments based on Customer-defined requirements.

Responsibilities of Customer:

- Provide adjustments to be applied to Benefitsolver.

11) System Reporting**Responsibilities of Businessolver:**

- Provide Customer self-service reporting tool and dashboard including the following for services in scope including:
 - Standard Reports
 - Custom Reports
 - Build-a-Report
- Ensure that security protocol is applied to reporting functionality (i.e., users can only access data as authorized).

²¹ Businessolver cannot guarantee the quality of payroll file run times when changes or modifications to file formats or data values occur without prior notification from the Customer or payroll provider.

²² Payroll deduction withholding will be based on the payroll file provided by Businessolver.

²³ File to be provided with the same format, population, pay frequency, etc. as Businessolver provides on the payroll file to Clackamas.

- Allow reports generated to be viewed online or exported (Excel and CSV).
- Allow users to save and share reports and formats within Benefitsolver.

I. Billing & Financial Reporting

1) Implementation Services

Responsibilities of Businessolver:

- Consult with Customer to define and outline process for billing and financial reporting.
- Configure premium reporting which will run twelve (12) times per year, with reports and extracts for complete calendar months.²⁴
- Create and verify summary and monthly detail reports.

Responsibilities of Customer:

- Provide the following information for set up and ongoing maintenance:
 - Premiums/ASOs
 - Carriers for inclusion in reporting
 - Business/organizational reporting needs
 - Billing/payment schedules and rules
 - Location payment tracking

2) Ongoing Services

Responsibilities of Businessolver:

- Utilize plan rates in calculation of ASOs/Premiums for the purposes of financial reporting and carrier billing.
- Create and verify monthly detail and summary reports including:
 - Location Detail - includes all employees, coverage for all benefits, and location.
 - Location Summary - summarizes the Location Detail and reflects the actual benefits costs/premiums.
 - Organization Summary - consolidation of each location and reflects the cumulative total benefit costs/premiums for all locations.
 - Vendor Detail - "list bill" by vendor for all applicable charges for the billing period.
 - Vendor Summary - summary by vendor for the specific amount owed to the vendor.
- Monthly, apply adjustments based on vendor rules.
- Provide invoices for Customer's review.
- Provide final invoices; any changes or adjustments identified will be captured on the next month's cycle.

Responsibilities of Customer:

- Review initial invoices and provide adjustments/approve.
- Pay carriers based on final invoices.²⁵

J. ACA (Affordable Care Act) Status Tracking Services²⁶

²⁴ Businessolver has no fiduciary responsibility for payment owed to vendor. Customer is responsible for remitting all vendor/carrier payments.

²⁵ Businessolver has no fiduciary responsibility for payment owed to vendor. Customer is responsible for remitting all vendor/carrier payments. Customer acknowledges that it is their responsibility to ensure that their carriers/vendors are paid timely and within all grace periods.

²⁶ Businessolver configures and updates ACA Status Tracking Services at Customer's direction. Customer is responsible for ensuring compliance with all applicable legal requirements. Businessolver provides ACA status tracking tools and information which may be used by Customer to assist with Customer's reporting requirements under the ACA. However, Businessolver is not responsible for ensuring

1) Implementation Services

Responsibilities of Businessolver:

- Provide Customer ACA Status Tracker setup worksheet and file specifications.
- Configure the Benefitsolver system based on Customer-defined rules.

Responsibilities of Customer:

- Provide plan and eligibility rules associated with the determination of eligibility²⁷ including:
 - Included employment status (e.g., protected leaves, rehire, collectively bargained, transfers), hours, effective dates.
 - Initial and Standard Measurement, Stability and Administration periods.
 - Sources for data.
 - Ongoing changes to defined criteria.

2) Ongoing Services

Responsibilities of Businessolver:

- Receive and process eligibility data (hours) beginning with the start of the measurement period.
- Receive and process ongoing eligibility data (hours).
- Identify employee FTE status based on definition outlined by legislation and guidelines issues by government agencies (e.g., Employer Shared Responsibility Final Regulations (79 FR 8543, IRS, Dept. of Revenue, Dept. of Health and Human services)) as well as Customer-defined rules.
- Calculate benefits eligibility based on Customer's plan rules.
- Notify the member of changes to eligibility status.²⁸
- Identify errors from import processing and review with Customer.
- Resolve errors identified with the Customer.
- Document resolution in company/employee level case.
- Provide standard reporting (e.g., Average Hours Report and ACA Status Tracker Analytics).

Responsibilities of Customer:

- Provide Businessolver with data to support eligibility determinations.²⁹
- Resolve errors identified in coordination with Businessolver.

K. ACA (Affordable Care Act) 6055/6056 Compliance – Data Storage, Reporting & Transmittal

1) Implementation Services

Responsibilities of Businessolver:

- Configure Benefitsolver based on Customer-defined rules.

Responsibilities of Customer:

- Provide Customer-defined rules including:

the accuracy or completeness of the applicable data, or compliance obligations or responsibilities of Customer with respect to (i) the reporting requirements, employer shared responsibility requirements or other requirements under the ACA, or (ii) other applicable laws and regulations.

²⁷ Businessolver's standard support includes the look-back measurement method.

²⁸ Businessolver's preferred method of distribution is electronic; however, should Customer desire/require print and mail support, additional fees would apply. Refer to the fulfillment menu located in Benefitsolver for details and applicable fees.

²⁹ Hours data to be provided as mutually agreed upon, no less than monthly. All data shall be provided to Businessolver in Businessolver's standard data and file format.

- Populations for inclusion in reporting (e.g., Employees, COBRA and/or Retirees, non-union, union).
- IRS form(s) (1095-B or 1095-C) to be provided for each population.
- Applicable Large Employer Member (ALE) information (i.e., top 30 FEINs by employee count).³⁰
- FEIN(s).
- Safe Harbor Affordability option.
- Applicable certification of eligibility (Qualifying Offer or 98% Offer Method).
- Minimum Essential Coverage offering.
- Provide plan and eligibility rules associated with the determination of eligibility including:
 - Included employment status (e.g., protected leaves, rehire, collectively bargained, transfers), hours, effective dates.³¹
 - Confirmation, by plan, that plans meet the definition of Minimum Essential Coverage.
 - Confirmation of plan affordability determination.
 - Sources for data.

2) Ongoing Services

Responsibilities of Businessolver:

- Provide demographic data for all participants for the covered individuals for which Benefitsolver is the system of record (e.g., dependents).
- Provide monthly storage of the data fields identifying offer of health coverage to and enrollment for all covered individuals.
- Calculate Safe Harbor codes (i.e., information requested on Lines 14 and 16 of IRS Form 1095-B/C) based on Customer data and per Customer-provided plan rules.
- Submit 1094-B/C for all employees and dependents via the IRS-prescribed electronic filing format³² by IRS deadline.
- Partner with Customer to review errors from transmittal process and make corrections as deemed necessary by Customer.³³

Responsibilities of Customer:

- Provide demographic data (e.g., SSN/TIN, name, address, date of birth, etc.) for populations where Benefitsolver is not the system of record (e.g., active employee indicative data where HRIS is the system of record).³⁴
- Provide Businessolver with any undetermined offer and Safe Harbor codes (e.g., information requested on Lines 14 and 16 of IRS Form 1095-B/C).

³⁰ If filing as an Aggregated Employer.

³¹ Businessolver supports the calculation for Federal Poverty Line. If Rate of Pay or W-2 method is used, Customer to provide results of determinations.

³² A health coverage provider that is required to file 250 or more Forms 1095-B or 250 or more Forms 1095-C during the calendar year must file the returns electronically. The 250-return threshold applies separately to each type of return required to be filed. Only Forms 1095-B or 1095-C are counted in applying the 250-return threshold for Section 6055 reporting. However, if the 250-return threshold applies, Forms 1094-B and 1094-C also must be filed electronically. A provider that is required to file fewer than 250 Forms 1095-B or Forms 1095-C may file on paper or electronically. For a given Applicable Large Employer (ALE), the IRS may require each FEIN to transmit on a separate file. Please see your tax advisor or tax attorney to advise if multiple FEIN transmission based on your legal tax structure. Businessolver's transmittal service assumes one FEIN per file; one FEIN may result in multiple files if exceeding the IRS limit of 100M (10,000 records) (additional fees may apply). Fee charged per successful data transmission. Additional fees may apply in the event a "corrected" file is required because of employer data errors.

³³ If corrected forms are produced and distributed post-transmittal, an updated submission of the 1094/1095 data will be sent to the IRS.

³⁴ For covered individuals, other than the employees listed in Part I, a Taxpayer Identification Number (TIN) may be provided instead of an SSN. If Businessolver is not provided the employee's SSN and/or the SSNs of all covered individuals by Customer, the IRS may not be able to match the Form 1095-C to determine that the employee and the other covered individuals have complied with the individual shared responsibility provision.

- Provide Businessolver confirmation of all information, including offer and Safe Harbor codes (e.g., information requested on Lines 14 and 16 of IRS Form 1095-B/C), prior to transmittal to the IRS.³⁵
- Partner with Businessolver to review errors from transmittal process and make corrections as deemed necessary by Customer.

L. Affordable Care Act (ACA) Services – IRS Form 1095-B/C Employer Fulfillment

Responsibilities of Businessolver:

- Generate IRS Form 1095-B/C using approved data by designated IRS deadline.
- Final output from Businessolver may be provided either via data file to the Customer or completed Form 1095-B/C to employee; Refer to Businessolver’s Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
- Provide Form 1095-B/C to the address of record of the employee/participant,³⁶ or via electronic delivery³⁷ to employee/participant as elected by employee.

M. ACA Appeals Service³⁸

Responsibilities of Businessolver:

- Confirm and provide Customer plan eligibility and enrollment data in support of IRS inquiry including:
 - Eligibility for Customer-sponsored coverage during a given month.
 - ACA 1095-B/C codes provided to the IRS.
 - Any other pertinent data needed to formulate a response to the IRS.

Responsibilities of Customer:

- Provide Businessolver with notice of request for information by the IRS along with required timeframe for response.
- If a member disputes the hours accuracy related to Employee Eligibility Appeals, Customer will assist member with determination of hours reported (e.g., member refutes accuracy of reported hours; Customer HR department clarifies hours worked with member; and, if necessary, updates hours/ACA eligibility status in Benefitsolver).

N. Affordable Care Act (ACA) Services - ACA Notice of Exchange

Responsibilities of Businessolver:

- Notify the member, within 14 days of the employee’s start date, based on guidelines provided by Fair Labor Standards Act of coverage through public health insurance exchanges.
- Notice of Exchange will be made available electronically pursuant to 29 CFR 2520.10b-1(c).³⁹

Responsibilities of Customer:

- Provide Businessolver employee correct mailing address.

O. COBRA Administration Services

1) Implementation Services

³⁵ Review of data from January through October to be completed in December and final review to be completed in January; Businessolver will provide specific due dates annually based on calendar year business days and IRS-directed timelines.

³⁶ Employers are required to furnish Form 1095-C only to the employee. As the recipient of Form 1095-C, the employee is responsible for providing a copy to any family members covered under a self-insured employer-sponsored plan listed in Part III of the form if they request it for their records.

³⁷ Electronic delivery option is only available for employees who consent to the specific electronic opt-in as defined by IRS regulations.

³⁸ Support provided for research on IRS correspondence (i.e., 226J letters).

³⁹ Customer may choose to email these notices (included as standard) or optionally mail the notice (subject to additional fee plus postage). Refer to the fulfillment menu located in Benefitsolver details and applicable fees.

Responsibilities of Businessolver:

- Provide Customer with takeover file layout and process documentation required to gather data and configure Benefitsolver.
- Configure Benefitsolver based on Customer-defined rules/parameters within COBRA federal compliance guidelines.
- Establish COBRA records in Benefitsolver for existing participants and Qualified Beneficiaries based on takeover files.
- Provide takeover communications; Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees, if applicable.

Responsibilities of Customer:

- Provide information required to administer COBRA including COBRA plan information, eligible populations, COBRA rates, COBRA subsidies.⁴⁰
- Provide at least three (3) takeover files at pre-determined intervals containing pending Qualified Beneficiaries and COBRA participants in Businessolver's preferred file layout.

2) Ongoing ServicesInitial COBRA Rights Services**Responsibilities of Businessolver:**

- Provide initial COBRA Rights notice to new plan participants, including new employees and newly acquired employees.
- Provide separate initial rights notice to covered spouse/child(ren) if a second address is provided that is different than the employee's home address.
- Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.

Responsibilities of Customer:

- Provide new employees to Businessolver via the ongoing census.

Ongoing COBRA Administration**Responsibilities of Businessolver:**

- Monitor and manage the following COBRA timelines as required by federal statute:
 - 60-day election window for COBRA Qualified Beneficiaries (QB).
 - 45-day payment grace period for initial QB payment.
 - 30-day grace period required for monthly payment submission.
 - 18, 29, or 36-month COBRA eligibility periods.
 - USERRA 24-month Health Benefit Continuation eligibility period.
 - 11-month extension period for disability.
 - Termination of coverage for non-payment.
- Obtain information directly from member/COBRA Participants for qualifying events including death of a covered member, divorce/legal separation, enrollment in Medicare, dependents who cease to be covered as a dependent under the terms of the Customer's plan.
- Identify Qualifying Events based on notification from Customer/member/COBRA participant.
- Track subsidy, coverage continuation periods, and end date separately from COBRA period, if applicable.

⁴⁰ Businessolver follows federal COBRA regulations. In addition, Businessolver is accountable for a general understanding of eligibility requirements provided by Customer in accordance with federal COBRA regulations. If Customer requested state continuation services, Customer will be responsible for notifying Businessolver of what state regulations apply to their plan requiring administration by Businessolver. Customer is responsible for notifying Businessolver of notice or regulation updates (additional fees may apply).

- Facilitate COBRA enrollment within the applicable enrollment window and maintain COBRA elections for the period of eligibility.
- Advise member of payment due upon initial enrollment (PDF with email notification, mail if no email on file); Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
- Provide online Account Statement monthly; Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
- Provide Account Premium Change Notice upon change of rates, if applicable; Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
- Display COBRA coverage and billing information via Benefitsolver providing the ability to access:
 - Account status
 - Payment and billing history
 - Account Statements
 - Payment options (one-time or recurring payments)
 - Plan Documents
- Review and process participant correspondence including requests for adding/dropping coverages, dependents, address changes, etc.
- Notify carriers of coverage enrollment and changes.
- Provide COBRA Qualifying Event (QE) communications; Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.

Responsibilities of Customer:

- Notify Businessolver of qualifying events including death, termination,⁴¹ layoff, reduction in hours that results in loss of coverage under the plan, loss of coverage due to Medicare entitlement, Customer filing for bankruptcy.

Open Enrollment Services

Responsibilities of Businessolver:

- Provide Open Enrollment communications; Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
- Provide enrollment services for qualified beneficiaries during the open/annual enrollment period.

Accounting and Account Management Services

Responsibilities of Businessolver:

- Collect and process payments from participants via check or online ACH (one-time or recurring); Credit/Debit Card payment options available (refer to Compensation and Fee Schedule for details).
- Manage COBRA insignificant shortfall (short payments) as directed by Federal Guidelines.
- Manage Payment Thresholds and NSF as defined by Customer.
- Issue short payment communications; Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
- Following the defined grace period, terminate coverage for participants failing to pay the required premiums.
- Remit collected COBRA payments to Customer via ACH by the 10th business day of each month if Businessolver's standard funding report is used.

P. Leave of Absence ("LOA") and Retiree Direct Billing Services

1) Implementation Services

⁴¹ Businessolver will partner with Customer to understand stance on Termination due to gross misconduct as well as data available to support eligibility variances if applicable.

Responsibilities of Businessolver:

- Provide Customer with takeover file layout and process documentation required to gather data and configure Benefitsolver.
- Establish a process to collect premiums from participants, deposit premiums, and remit premiums to the Customer monthly.
- Configure Benefitsolver based on Customer-defined rules/parameters.
- Establish Direct Bill records in Benefitsolver for existing participants based on takeover files.
- Provide takeover communications; Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees, if applicable.

Responsibilities of Customer:

- Provide Businessolver with information required to administer Direct Billing including plan information, eligible populations, change in payment method rules/parameters, rates, subsidies and payment threshold guidelines.
- Provide at least three (3) takeover files to Businessolver at predetermined intervals containing current Direct Bill populations in Businessolver's preferred file layout.

2) Ongoing Services**Responsibilities of Businessolver:**

- Administrative Services:
 - Initiate collection of participant payments through Direct Bill payment method based on Customer-defined rules.
 - Advise member of transition to Direct Bill payment method; Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
 - Provide online Account Statement; Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
 - Provide Account Premium Change Notice upon change of rates, if applicable; Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
 - Display billing information via Benefitsolver including the ability to:
 - View Account status and Current Amount Due
 - Payment and billing history
 - Historical Account Statements
 - Set up or manage one-time or recurring payments
- Accounting and Account Management Services:
 - Collect and process payments from participants via check or ACH (one-time or recurring) and deposit payments to the Businessolver account; Credit/Debit Card payment options available. Refer to Compensation and Fee Schedule for details.
 - If Businessolver's standard funding report is used, remit collected Direct Bill payments to Customer via ACH by the 10th business day of each month.
 - Manage payments thresholds or NSF.
 - Following the defined grace period, terminate coverage for participant failing to pay the required premiums.
 - Transmit adjustment deductions to Customer's Payroll, if applicable, for participants returning to Payroll as the method of payment.

Responsibilities of Customer:

- Define criteria for initiation of member Direct Billing (e.g., change in employment status).

Q. Self-Administered Dependent Verification and Life Event Verification Services

1) Implementation Services

Responsibilities of Businessolver:

- Configure system based on parameters defined with Customer.
- Develop communications to be provided to members throughout verification process; Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
 - Support includes communication via email only with Customer as the point of contact.

Responsibilities of Customer:

- Define verification parameters⁴² including:
 - Members/Dependents and coverage types to be included.
 - Transactions requiring verification.
 - Acceptable documentation.
 - Verification timeframes.
 - Appeals procedures.

2) Ongoing Services

Responsibilities of Businessolver:

- Identify transactions requiring verification based on member elections and pend for verification.⁴³
- Communicate verification process to member; Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
- Support includes communication via email only with Customer as the point of contact.
- Documents received, recorded, and stored to the member's record.
- Review documents for approval, denial and/or to determine if additional documentation required.
- Sofia's instant verification capabilities will perform initial document review; any documents that cannot be approved by Sofia will be reviewed by a Customer Administrator for final eligibility determination and transaction processing.

Responsibilities of Customer:

- Customer's benefit participant submits required documentation (via upload to the website or provided via mail).
- Sofia's instant verification capabilities will perform initial document review; any documents that cannot be approved by Sofia will be reviewed by a Customer Administrator for final eligibility determination and transaction processing.
- When sufficient documentation has been supplied, approve the pending transaction; updated coverage/contributions will be provided to downstream parties such as the carriers/payroll from Benefitsolver.
- If insufficient documentation is supplied, advise the member that additional documentation is required.
 - If partial documentation is submitted, Businessolver (via Sofia only) or Customer will approve the transaction for any members/dependents where required documentation was supplied.
 - Refer to Businessolver's Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees. Support includes communication via email only with Customer as point of contact.

⁴² Standard support includes Verification of dependents added to Medical, Dental and/or Vision coverage and acceptable documentation includes: Spouse – 1040 Tax Form, Marriage Certificate. Child(ren) – Birth Certificate, 1040 Tax Form, Adoption Decree, Legal Guardianship Documentation. Step-Child(ren) – Marriage Certificate listing spouse, Birth Certificate of child listing spouse as parent. Domestic Partner – Domestic Partner Affidavit, Proof of Residency. Grandchild(ren) – Legal Guardianship Documentation.

⁴³ All updates to coverage, carriers and payroll applied/communicated to Third Parties following completion of the verification process.

- Deny transactions where sufficient documentation is not provided by member within the specified timeframe.
- Communicate results of the verification process to the member.
- Offer appeal opportunity based on rules defined by Customer (if applicable)
- Provide final appeal determination, when required.

R. Qualified Medical Child Support Order (QMCSO) Administration

1) Implementation Services

Responsibilities of Businessolver:

- Document requirements for ongoing administration process.

Responsibilities of Customer:

- Define requirements for administration and qualification.

2) Ongoing Services

Responsibilities of Businessolver:

- For approved orders, flag applicable dependents as court-ordered dependents, update custodial parent address, restrict changes and update coverage as defined by the order.
- Communicate enrollment information to dependents covered by order (at separate address if necessary); Refer to Businessolver’s Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
- Ensure dependents covered by order are subject to all Plan eligibility rules (e.g., achieving the Plan’s limiting age).

Responsibilities of Customer:

- Provide Medical Child Support Order documents including Wage Garnishment Worksheet and Full Order NMSN to Businessolver.
- Review QMCSO documents and qualify the order.
- Notify employees and dependents of order determination (at separate address if necessary).
- For orders that are not qualified, provide Part A to state Agency.
- For approved orders qualified, provide Part B to state Agency.
- Send Coverage Summary Document to the state Agency.
- Provide Employment Termination Notice (updated Part A) to state agency upon employee’s termination from employer.
- Respond to attorney requests for H&W eligibility, plan and coverage information.

S. Service Center

1) Implementation Services

Responsibilities of Businessolver:

- Consult with Customer to define Member Services logistics including:
 - Toll-free phone number creation or port of existing phone number.
 - Interactive Voice Response (IVR) Menu.⁴⁴
 - Authentication procedures.
 - Call/Chat dispositions (standard across all Customers).
 - Member Services Widget content.

⁴⁴ Businessolver’s IVR menus can be provided in English or Spanish.

- Phone number for international callers (if applicable).⁴⁵
- Complete phone number and IVR configuration and testing.
- Create Member Services knowledge base (Service Center Widget) and training materials.
- Deliver non-Customer-specific Businessolver training curriculum to new Member Services Advocates.
- Train Member Advocates on Customer-specific content and culture (initial implementation and ongoing).
- Update Member Services knowledge base, and provide supplemental staff training, based on regulatory changes, system updates and/or Customer-defined changes.
- Conduct urgent and/or refresher training as needed.

Responsibilities of Customer:

- Approve Customer-defined Member Services requirements.
- Approve Customer-defined Member Services training materials.
- Participate in culture training of Member Services advocates (initial implementation and ongoing); can be supported via webinar, phone or in person as mutually agreed upon.
- Provide appeals process and approval guidelines.⁴⁶

2) Ongoing Services

Responsibilities of Businessolver:

- Provide English-speaking Member Advocates (available via phone and online chat).⁴⁷
- Provide service to callers that are hearing impaired.⁴⁸
- Provide translation services via Language Line.⁴⁹
- Authenticate callers; Businessolver’s standard authentication procedures include ZIP Code, Date of Birth and last 4 of the Social Security Number.
- Respond to member inquiries including:
 - Password resets
 - System Navigation
 - Technical support
 - Customer benefit offering inquiries (e.g., eligibility, allowable changes, available options, contributions)
 - Enrollment Support
 - Carrier expectations
 - Transfer to Customer’s Third Parties
 - ACA inquiries
 - COBRA inquiries
 - MyChoice Account inquiries
 - Direct Bill inquiries
- Record all Member Services interactions (voice and chat, inbound and outbound) and attach recording/chat transcripts at the completion of the interaction to the case management tool. Data will be accessible to the Customer, less those identified with PHI.
- Leverage case management tool to facilitate resolution of member inquiries (if required).
- Regularly monitor Member Service Advocate interactions for quality.
- Conduct call calibration monthly for monitoring of participant calls as mutually agreed upon.

⁴⁵ Businessolver can assign a phone number to assist international callers to include up to 30 countries defined by Customer. Additional fees apply.

⁴⁶ Customer retains Fiduciary responsibility for the plan.

⁴⁷ Available Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time, apart from Businessolver holidays. Businessolver holidays include, New Year’s Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, Day after Thanksgiving (service center is available), and Christmas Day (December 25). Scheduled holidays, as provided, are subject to change.

⁴⁸ Hearing impaired callers typically contact a relay service prior to contacting Businessolver. Member Advocates will then interact with the relay service upon outreach.

⁴⁹ Language Line will be billed on a pass-through basis.

- Provide Member Services statistics monthly via Benefitsolver dashboard.

Responsibilities of Customer:

- Leverage case management tool to facilitate resolution of member inquiries (if required).
- Participate in call calibration monthly for monitoring of participant calls as mutually agreed upon.

T. Sofia

1) Implementation Services

Responsibilities of Businessolver:

- Configure Sofia based on rules defined with Customer-specific benefit information.⁵⁰

Responsibilities of Customer:

- Define content and tasks for inclusion in Sofia support.⁵¹

2) Ongoing Services

Responsibilities of Businessolver:

- Provide online support through Sofia, Businessolver’s personal benefits assistant, 24 hours/day, 7 days/week. Support includes:
 - Available in 26 languages.
 - Ability to provide Customer announcements or alerts upon opening the chat window.
 - General questions including ID card wait times, vendor information (including phone number), how to find personal documents, open enrollment and new hire enrollment date, time remaining in enrollment.
 - Access to plan information details.
 - Retrieves tagged Reference Center documentation.
 - Understands COBRA, MyChoice Accounts, Verification and enrollment status to direct the member on action required.
 - Pulls responses from standard glossary (responses customized through Custom Translations).
 - Ability to carry out specific tasks at the member’s request (update beneficiary, start enrollment; support integrated enrollment experience).
 - Access to Member Services knowledge base to assist with common inquiries in advance of call (e.g., information about tobacco surcharge).
- Provide access to Businessolver Member Services phone number for instance where Sofia is unable to answer the member’s question.

U. Employee Engagement

1) Implementation Services

Responsibilities of Businessolver:

- Provide to Customer Benefitsolver templates, and supported delivery method(s), for all services in scope; Refer to Businessolver’s Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
- Configure engagement pieces based on Customer-defined rules.
- Produce and provide sample engagement pieces for Customer review and approval.
- Document and configure fulfillment procedures for documents requiring paper distribution.

⁵⁰ A total of 20 hours allotted for implementation and 10 hours per year for ongoing updates..

⁵¹ Initial review during implementation and one update per year no fewer than 30 days prior to the start of annual enrollment.

Responsibilities of Customer:

- Provide to Businessolver:
 - Logo.
 - Branding guidelines.
 - Confirmation of templates to be leveraged.
 - Direction for configurable content.
 - Delivery method; Refer to Businessolver’s Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
 - Materials requiring distribution outside of Businessolver-created engagement pieces (e.g., Customer created content).
- Approve engagement pieces.
- Define documents requiring paper distribution.

2) Ongoing Services**Responsibilities of Businessolver:**

- Deliver communications based on Customer-defined timing, delivery method⁵² and member delivery preference (where applicable); Refer to Businessolver’s Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.

Responsibilities of Customer:

- Leverage Benefitsolver’s Build a Report tool to configure communication and provide to chosen population including the ability to:
 - Select conditions (e.g., location, age plans, eligibility, etc.)
 - Choose template
 - Select time and date
 - Determine delivery option (text, email, message, or printed document); Refer to Businessolver’s Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
 - Send message (immediately or by scheduling the communication)

V. Personalized Navigation – MyChoice Find a Provider**Responsibilities of Businessolver:**

- MyChoice Find a Provider Services, powered by Amino, include the following:
 - Find Care – Using guidance, members can find care with high value, in network physicians and facilities.
 - Members can intuitively search by condition, procedure, or specialty using over 1,000 search terms.
 - Amino’s “Full” solution is required for complex networks, such as narrow networks, wrap networks, accountable care organizations (ACOs,) reference based pricing, or other non-standard designs.
 - Implementation timeline may also be extended when complex networks are included.
 - Smart Match – Amino’s proprietary algorithm, Smart Match, identifies in-network physicians and facilities who have met certain criteria related to cost and quality, then encourages members to utilize those providers.
- Maintain eligibility rules and services based on Customer-directed changes
- Establish data sharing with Amino
 - Eligibility and network information is provided via an API between Amino and Businessolver.

Initial review during implementation and one update per year no fewer than 30 days prior to the start of annual enrollment.

- Deliver a fully integrated, MyChoice Find a Provider experience enabling Benefitsolver, MyChoice Mobile App, and Sofia responses.
- Provide templated widget to place on existing Benefitsolver layout, including visibility parameters using data currently available in Benefitsolver.
- Provide a configurable call-out template on the existing Benefitsolver layout.
 - Can be leveraged for entire population throughout the year or as requested.
- Support a standardized page in the drop-down menu to enable a consistent approach to templated messaging and promotion.
- Offer Email and text message templates.
 - Templates allow for the confirmation of vendor name and contact information. Additionally, dynamic fields are included for name, company and website.
- Supply a passive engagement template for Sofia that can be displayed as defined.
- Configure Sofia to include a conversational flow promoting MyChoice Find a Provider based on list of most common questions and intents.
- Update Member Advocate tools to include referral procedures (e.g., direct specific questions/topics to MyChoice Find a Provider).
- Delivery training to Member Advocates taking calls/chats.

W. Total Rewards

1) Implementation Services

Responsibilities of Businessolver:

- Configure Total Rewards view based on Customer-defined rules, leveraging Businessolver's standard content and design. This includes employee and employer cost for benefits administered in Benefitsolver.

Responsibilities of Customer:

- Define population to receive Total Rewards view.
- Provide sign-off for defined requirements.

2) Ongoing Services

Responsibilities of Businessolver:

- Provide printable Total Rewards view via Benefitsolver available ad hoc..
 - Generated by the member; printable to the individual's local printer.
- Configure changes defined through annual review of requirements; fees apply for configuration changes (e.g., Total Rewards view redesign).

Responsibilities of Customer:

- Review requirements annually and provide sign-off for.

X. Annual Enrollment

Responsibilities of Businessolver:

- Facilitate annual enrollment kick-off meeting with Customer and/or Third Parties.
- Create annual enrollment project plan and manage execution of defined tasks.
- Facilitate periodic status calls for annual enrollment planning and management, frequency as mutually agreed upon.
- Configure and test Benefitsolver based on Customer-defined specifications.
- Conduct annual enrollment testing with Customer; location and duration of testing process as mutually agreed upon.
- Track and resolve all issues identified through the testing process.

- Update new year base pay for life insurance and other salary-based benefits (if applicable).
- Calculate eligibility for included population.
- Assign coverage based on Customer-defined specifications.
- Distribute enrollment materials; Refer to Businessolver’s Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
- Provide enrollment windows to eligible populations via Benefitsolver and/or Service Center.
- Accept and process member elections.
- Apply default coverage to members not making an election, based on Customer-defined specifications.
- Support dual-year processing.
- Produce and distribute confirmation statement; Refer to Businessolver’s Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
- Determine new plan year deductions and provide to the payroll provider for withholding.
- Calculate new plan year premiums and include in carrier reporting.
- Produce annual enrollment reports including a daily summary of annual enrollment statistics during the enrollment period.

Responsibilities of Customer:

- Provide specifications for annual enrollment including, but not limited to:
 - Populations for inclusion
 - Changes to benefit offering, eligibility rules and/or plan design
 - Carrier changes
 - Employee/Employer contribution, credits and/or surcharges
 - Enrollment window
 - Coverage assignment rules
- Provide sign-off for changes within Benefitsolver.
- Participate in annual enrollment testing.

Y. Compliance

Responsibilities of Businessolver:

- Administer each plan according to plan rules and provisions as provided to Businessolver.
- Provide day-to-day compliance support including general information on benefits issues, industry trends, legislative changes (and impact to administration) and benefit design issues.
- Update system for IRS limits related to benefit plans under this Agreement.
- Update legal notices related to the Services performed under this Agreement as legal/legislative updates occur; Refer to Businessolver’s Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
- Ensure federally mandated legal notices related to the Services performed under this Agreement are provided to participants when required; Refer to Businessolver’s Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
- Comply with HIPAA notification requirements limits related to benefit plans under this Agreement.

Responsibilities of Customer:

- Provide plan rules and provisions to Businessolver.
- Ensure federally mandated legal notices related to the Services performed under this Agreement are provided to participants when required; Refer to the Businessolver’s Standard Fulfillment Matrix – Schedule B-1 located in Benefitsolver for details and applicable fees.
- Comply with HIPAA notification requirements limits related to benefit plans under this Agreement.

Participant Funds. Contractor shall deposit participant funds related to direct bill Services at Contractor’s depository institution. Contractor shall not maintain a balance of participant funds in excess of the amount the Federal Deposit Insurance Corporation (“FDIC”) will fully insure. In the event the total amount of participant

funds reasonably appears to approach the amounts the FDIC will insure, Contractor shall immediately transfer the participant funds to County.

County has determined that participant funds do not constitute “public funds” as that term is defined under ORS Chapter 295. In the event that participant funds are later determined by County to constitute public funds, or if this Contract is amended to include public funds, the parties will negotiate, in good faith, to amend the Contract as necessary to comply with ORS Chapter 295. If the Contract cannot be amended to comply with ORS Chapter 295, either party may terminate this Contract in accordance with its terms.

ONLINE ENROLLMENT & ELIGIBILITY

PERFORMANCE STANDARDS - MINIMUM REQUIREMENTS AND FEE CREDITS

I. Performance Standards and Terms

- A. In the event Businessolver fails to meet a service level, as set forth in this Section as a result of the acts or omissions of Businessolver, the service level credit shall be equal to the designated fees at risk for the applicable service for the month in which said service level was not met and shall be credited to the invoice received by Customer in the second month after the end of each calendar quarter. For the avoidance of doubt, such service levels shall not apply to the extent errors or delays are attributable to errors or delays by Customer personnel.
- B. The first ninety (90) calendar days of operation from the go-live date of all contracted Services or any other Service implemented during the contract term will be considered a settling in period in which the Performance Guarantees will not apply. The ninety (90) calendar days will start when all services are live and operational or as of the contract signature date, whichever is later.
- C. Implementation Performance Standard

The Core Implementation process will be performed over the course of twenty-four (24) weeks or as otherwise mutually agreed upon. During that time, a project plan for implementation of Services will be established based on an Anticipated Go-Live Date for enrollment and eligibility services. Any changes to the project plan as a result of unanticipated or undisclosed information may result in an impact on the Anticipated Go-Live Date. Both Customer and Businessolver will be responsible for ensuring that this timeline is being appropriately maintained. If, as a direct result of Businessolver's action or inaction (barring any external factors outside of Businessolver's control), this timeline and the following set of milestones are not achieved timely, the fees outlined below shall be at risk. A total Maximum Implementation Fee Penalty equal to 20% of the implementation fees shall be at risk as part of this performance measure. All Fees at Risk in the Implementation Performance Standard will be determined based on the product of the Maximum Implementation Fee Penalty and the percentage of Fees at Risk. The settling in period shall not apply to the Implementation Performance Standard.

Implementation Performance Standard Requirements

- 1. Detailed project plan delivered: Due Date: _____ Fees at Risk 5%.
- 2. Requirements Gathering/Validation Phase: Due Date: _____ Fees at Risk 10%:
 - a. Plan provisions mutually reviewed and agreed to with Customer
 - b. Conversion layouts mutually reviewed and agreed to with Customer
 - c. Ongoing data layouts mutually reviewed and agreed to with Customer
 - d. Requirements mutually reviewed and agreed to with Customer
 - e. Life event matrix mutually reviewed and agreed to with Customer [if applicable]
- 3. Receipt of Import Data and Data Conversion: Due Date: _____ Fees at Risk 35%:
 - a. Successful receipt and import of census data
 - b. Successful receipt and import of current elections, dependent data and beneficiary data
- 4. Testing Phase (including System Validation and User Acceptance Testing (UAT)): Due Date: _____ Fees at Risk 15%:
 - a. Review and mutually agree to all test scenarios inclusive life events
 - b. Review and mutually agree to the set-up of structure and site navigation
 - c. Successful completion of all testing scenarios
- 5. Transition to Ongoing Services (i.e., "Go-Live"): Due Date: _____ Fees at Risk 15%:
 - a. All Milestone deliverables completed
 - b. Mutually review and agree to the Events in Transition plan (Work in Progress) if applicable
 - c. Client approval to move data into production (i.e. Future to Current)
- 6. Customer Satisfaction* with Implementation Services performed by Businessolver:
 - a. Blue or Green Overall Satisfaction Rating 0% fees at risk.
 - b. Yellow = 10% or Red = 20% Overall Satisfaction Rating fees at risk.

* Customer will be asked to report their satisfaction with the Onboarding team at the conclusion of Requirements Gathering, System Validation and UAT, and Transition to Ongoing Services through their pulse in the Benefitsolver system. Failure to report by Customer at the conclusion of any phase will result in this performance measure being forfeit. Benefitsolver will use an average of the reported Customer Satisfaction pulses to determine whether the service level passes or fails. Customer shall have 30 days after go-live of all services to record final satisfaction pulse in Benefitsolver. No fees at risk for Customer satisfaction shall apply beyond 30-days post go-live.

D. Table 1-1 Ongoing Performance Standards

Service Level	Measurement	Service Level Target	Fees at Risk												
System Response Time	$\frac{\text{Server Requests} > 3 \text{ Seconds}}{\text{total number of Server Requests}} - 10\% = \text{Credit Percentage}$	The Benefitsolver system will respond in three (3) seconds or less (measured at the server level) for at least 90% of member page requests excluding requests during Scheduled System Maintenance Down-Time. Customer will have access to logs measuring this standard.	Up to 10% of Monthly Enrollment and Eligibility Services Fees based on the formula.												
System Availability	Site availability shall be calculated by multiplying 100 times the quotient of (i) total number of minutes the Benefitsolver system is available (other than unavailability due to exclusions to the definition of Server Downtime (as defined below)) in the applicable calendar month <u>divided by</u> (ii) the total number of minutes in the month, excluding Scheduled System Maintenance.	The Benefitsolver system will be available no less than 99.5% of the time per month.	<table border="1"> <thead> <tr> <th>Site Availability</th> <th>Credit</th> </tr> </thead> <tbody> <tr> <td>98.1% - 99.5%</td> <td>1%</td> </tr> <tr> <td>97.1% - 98%</td> <td>2%</td> </tr> <tr> <td>96.1% - 97%</td> <td>3%</td> </tr> <tr> <td>95.1% - 96%</td> <td>4%</td> </tr> <tr> <td>below 95.1%</td> <td>5%</td> </tr> </tbody> </table> of Monthly Enrollment and Eligibility Services Fees.	Site Availability	Credit	98.1% - 99.5%	1%	97.1% - 98%	2%	96.1% - 97%	3%	95.1% - 96%	4%	below 95.1%	5%
Site Availability	Credit														
98.1% - 99.5%	1%														
97.1% - 98%	2%														
96.1% - 97%	3%														
95.1% - 96%	4%														
below 95.1%	5%														
Transaction Processing Turnaround	Performance is measured by dividing the number of files sent within one business day of the scheduled run time by the total number of files scheduled during the month. <i>Transactions that are not processed timely due to carrier issues or responsiveness are excluded from this calculation.</i>	100% of files generated and sent within one business day of the scheduled day.	1% of Monthly Enrollment and Eligibility Services Fees for each day beyond the service level target up to a maximum of 2%.												
Billing & Financial	Performance is measured by dividing the number of monthly invoices completed by the agreed upon bill processing date by the total number of invoices scheduled to be completed during the month. <i>Bills that are not finalized timely due to Customer review/turnaround are excluded from this calculation.</i>	The target is to have 90% of monthly bills completed by the deadline with 100% completed within five business days.	1% of Monthly Enrollment and Eligibility Services Fees will be credited to Customer for each day beyond the service level target (up to a maximum of 2%)												
COBRA Administration	Percentage of COBRA Initial Rights and/or Qualifying event notices sent to participants within allowable timeframe based upon current Federal COBRA regulations.	100% of COBRA notices sent timely in accordance with current Federal COBRA regulations each month	97% - 99% timely = 1% <97% = 2% of Monthly Enrollment and Eligibility Services Fees.												

Service Level	Measurement	Service Level Target	Fees at Risk
	<i>Notifications that are not sent timely due to lack of Customer notification are excluded from this calculation.</i>		
Service Center - Call Abandonment	The performance standard will be based on the calculation of one minus the monthly average abandonment rate (Active Calls dropped before being answered divided by the total number of Active Calls) and will not include short abandons (Active Calls dropped within the first 30 seconds). <i>Example: Total calls = 100, Total Abandoned Calls = 5, Short Abandons = 3. Performance Standard = $1 - ((5 - 3)/(100 - 3)) = .98 = 98%$</i>	The target is to maintain a 95% performance standard based on a minimum monthly call volume of 200 Active calls.	1% of Monthly Enrollment and Eligibility Services Fees shall be credited if the service level target is not met.
Service Center - Call Wait Time	Performance standard measured based on the percentage of Active Calls answered within 60 seconds (excluding short abandons within the first 30 seconds).	90% of all Service Center Active calls are answered within 60 seconds. 80% of all Service Center Active calls are answered within 60 seconds during annual enrollment. Measurement based on a minimum monthly call volume of 200 Active calls.	1% of Monthly Enrollment and Eligibility Services Fees shall be credited if the service level target is not met.
Repeat Callers	Performance is measured by the number of repeat calls made to the service center by the same participant, for the same call disposition within five (5) business days of the initial call divided by the total number of calls received within the measurement period expressed as a percentage less than 5%.	Less than 5% of participants who call the service center call the service center back for the same call disposition within five (5) business days of the initial call.	1% of the Monthly Enrollment and Eligibility Services Fees shall be at risk if this service level is not met.
Case Resolution	This performance standard will be based on an average of the % of cases resolved timely by Businessolver. Standard case target date is 5 business days after submission. Cases that are not closed timely due to Customer, carrier, or vendor response / turnaround are excluded from this calculation. The following cases are excluded from this calculation. <i>Dependent Verification, Condolence, Retiree, and Advocacy</i>	95% of all cases will be closed within a monthly average of ten (10) business days from the day of submission.	2% of Monthly Enrollment and Eligibility Services Fees shall be credited if the service level target is not met.
Customer Satisfaction	Customer will be asked to report their satisfaction with the Services team on a monthly basis through their pulse in the Benefitsolver system. Failure to	Satisfy the Customer as indicated by reporting a Blue, Green or Yellow pulse rating at the end of each month.	3% of Monthly Enrollment and Eligibility Services Fees if Customer is not satisfied as indicated by a Red pulse

Service Level	Measurement	Service Level Target	Fees at Risk
	report by Customer during any month will result in this performance measure being forfeit.		rating entered by Customer into Benefitsolver.

E. Terms of Performance Standards:

"Performance Guarantees" outlined are for missed deliverables during the contract period for services provided to Customer.

The fee credits described in the table above are cumulative. Fees for out of scope projects and custom programming are not subject to performance guarantee penalties.

Performance will be measured on a monthly basis and reported to Customer quarterly. Any penalty amounts will be assessed on a quarterly basis unless noted otherwise and will be shown as a credit against the amount due from Customer during the second month after the end of each calendar quarter. Should the penalty amount exceed the amount due during the month the penalty is assessed, the credit will be applied to amounts due in subsequent months until the full penalty credit is exhausted. Alternatively, the amount may be paid by check to Customer.

Businessolver will not be responsible for any failure to meet a Performance Guarantee due to:

- The failure of Customer to deliver accurate data in a timely manner (as defined by a mutually agreed upon timeline).
- Any delay or failure excused by the terms of these Performance Standards.
- Any change in plan design or Customer's operations, that are at the request or controlled by Customer (but not changes by Businessolver), that significantly impact Businessolver operations for which a 30-day notice is not provided, or unforeseeable fluctuations in employee volume from month to month exceeding 10%.

The maximum monthly fees at risk for any one month shall not exceed 10% of total monthly enrollment and eligibility services fees due. For the System Availability and System Response Time Service Levels, a credit will only be given for one or the other in a given month, but not for both Service Levels.

Businessolver shall monitor its performance against the Service Levels set forth above and provide to Customer quarterly reports that describe Businessolver's monthly performance against the service levels set forth above. Such reports shall include documentation that describes the basis for the information contained in the report. Upon Customer's reasonable request, Businessolver shall provide additional information requested by Customer to demonstrate Businessolver's compliance with the service levels set forth above.

Should a Customer's contract term expire, Businessolver will not place fees at risk for the service levels referenced in Section D until a new contract term has been fully executed.

Definitions:

- "Active Call" means any call other than COBRA, dependent verification, direct billing or consumer/spending accounts.
- "Business Day" means any day except a Saturday, Sunday, or national (U.S.) holiday. When a holiday occurs on a Saturday or Sunday, the alternate day off that is generally observed will not be considered a "Business Day" for purposes of this Agreement.
- "Business Hours" mean Businessolver's normal hours of operation, which are 8:00am to 5:00pm Central Time on Business Days.
- "Call Abandonment" is defined as any call that is dropped by the caller after 30 seconds of hold time.
- "Server Downtime." For purposes of determining system availability, "Server Downtime" means any interruption of ten (10) minutes or more in the availability of the Benefitsolver system; provided, however, that Server Downtime shall not include time that is attributable to:

- (i) Customer's breach of its material obligations under the Agreement, which breach causes the server or site to be unavailable;
 - (ii) failure or malfunction of any Customer provided equipment or service;
 - (iii) scheduled system maintenance down-time;
 - (iv) other mutually agreed to pre-scheduled system down-time; and,
 - (v) Force Majeure events, as defined in the Services Agreement.
- "Scheduled System Maintenance Down-Time" shall mean any interruption in the availability of the System, due to:
 - (i) System maintenance scheduled more than 48 hour prior to the disruption of service.
 - (ii) Scheduled System Maintenance Down-Time will not exceed 6 hours per month and will occur between the hours of 12:00 – 4:00 am.
 - (iii) Businessolver will provide the primary Customer contact with a minimum of 48 hours' notice of scheduled system maintenance.

Support Issue Severity Levels, Response Times, Issue Resolution and Escalation

Businesssolver will address support in accordance with Table 1. The severity level assigned to support issues will be mutually agreed to by Client and Businesssolver. Client-requested enhancements, customization, and modifications are not considered support issues according to the table below. The primary point of contact will be the Client account team.

Response Timetable/Severity Level Codes

SEVERITY LEVEL CODE	NORMAL FEEDBACK (during live technical support hours and off-hour support hours)	
0	During Business Hours – within 1 hour Non-business Hours – within 1 business day	Client will be updated by the Businesssolver account team as information becomes available
1	During Business Hours – within 2 hours Non-business Hours – within 1 business day	Client will be updated by the Businesssolver account team as information becomes available
2	During Business Hours – within 1 business day Non-business Hours – within 1 business day	Client will be updated by the Businesssolver account team as information becomes available
3	During Business Hours – within 2 business days Non-business Hours – within 2 business day	Client will be updated by the Businesssolver account team as information becomes available

Such feedback/response from Businesssolver shall include, to the extent available, (a) information relating to the nature of the problem or error; (b) any available workarounds; and (c) estimated time to cause the system to meet Client's specifications. With respect to Severity Level 0, Businesssolver shall provide updates to Client (electronically) at least every two (2) hours (or as the parties may otherwise agree) until the problem/error is resolved.

Severity Level Descriptions:

Severity Level 0 – Business Standstill

A Business standstill is a complete loss of service in which the production system(s) or server(s) are down, or network components under Businesssolver's control or under the control of Businesssolver's hosting or network partner, or error within the application are preventing access to software (Benefitsolver), or use of the software (Benefitsolver). With respect to any defects, nonconformities, errors, or problems that (a) render Client's benefits systems inoperable, or (b) pose an imminent danger (as reasonably determined by Client) to Client's systems, equipment, or data, Businesssolver must, within twenty-four (24) hours of said notice, correct the errors (telephonically or electronically) to Client's reasonable satisfaction and approval, and in accordance with the specifications, user manuals and documents.

Examples:

1. The Benefitsolver site is not available to employees
2. The Benefitsolver site is not available to Client Benefits
3. Deduction files are not generated for payroll

Severity Level 1 – High Business Impact

High business impact occurs when system users are unable to perform a mission-critical business function and where there is an underperforming workaround in place. “Mission-critical” is defined as any problem under Businessolver’s control that results in authorized users or Client employees being unable to complete materially important business transactions via Benefitsolver. With respect to any defects, nonconformities, errors, or problems that (in Client’s reasonable opinion) degrades the performance, or impairs a primary function, of Client’s benefits systems or equipment, Businessolver shall within twenty-four (24) hours of said notice, correct the errors (telephonically or electronically) to Client’s reasonable satisfaction and approval, and in accordance with the specifications, user manuals and documents.

Examples of materially important business transactions:

1. An individual employee is not able to enter enrollment information
2. An individual employee is not able to enter dependent information
3. Unable to delete an Authorized User record

Severity Level 2 – Medium Business Impact

Medium business impact occurs when system users are unable to perform a non-mission critical business function, which results in a process or transactional slowdown. Businessolver shall, within forty-eight (48) hours of said notice, correct the errors (telephonically or electronically) to Client’s reasonable satisfaction and approval, and in accordance with the specifications, user manuals and documents.

Examples of non-mission critical business functions:

Error message appears during employee’s enrollment process (Note: The error does not reoccur if the employee re-attempts enrollment)

Severity Level 3 – Low Business Impact

Low business impact occurs when the application problem is cosmetic in nature and or displays minor flaws which are easily circumvented such as incorrect labels, colors, or screen configuration that have little or no impact on Client’s normal business operations. Businessolver shall, within one calendar week of said notice, correct the errors (telephonically or electronically) to Client’s reasonable satisfaction and approval, and in accordance with the specifications, user manuals and documents.

Examples of cosmetic problems or minor flaws:

1. The employee enrollment information is displayed in a different order than intended
2. A report displays in a manner different than intended

Exhibit B Fee Schedule

COMPENSATION & FEES

FEES:

Implementation Fees: (One-time Fee)

• System set-up, Enrollment & Eligibility Services	\$27,850
• System set-up, Evidence of Insurability Verification Services	Included
• System set-up, Core Record Keeping Services	Included
• System set-up, Billing & Financial Reporting Services	Included
• System set-up, ACA Services	Included
• System set-up, COBRA Administration Services	Included
• System set-up, Direct Billing Services (Retiree/LOA)	Included
• System set-up, Ongoing Life Event Verification Services (Self-Administered)	Included
• System set-up, Ongoing Dependent Verification Services (Self-Administered)	Included
• System set-up, QMCSO Administration Services	Included
• System set-up, Service Center Services	Included
• System set-up, Sofia Services	Included
• System set-up, SMS/Cellular Phone Text Messaging Notification Functionality	Included
• System set-up, Employee Engagement / Fulfillment Services	Included
• System set-up, Personalized Navigation – MyChoice Find a Provider Services	Included
• System set-up, Total Rewards Services	Included
• System set-up, Enrollment Files	\$7,500.00

Monthly Service Fee: (Per Employee/Per Month Fee)

• Enrollment and Eligibility Services	\$6.30
<i>* Fees will be charged on all active lives</i>	
• Evidence of Insurability Verification Services	Included
• Billing & Financial Reporting Services	Included
• ACA Status Tracking Services*	Included
○ <i>Additional fees will apply for ongoing ACA hard copy mailings and electronic notifications. All postage and overnight fees shall be billed to Customer.</i>	
• ACA 1095-C Reporting Data Storage/1094-C IRS Transmittal Services	Included
• 1095-C Employer Fulfillment	Refer to the fulfillment menu located in Benefitsolver for ACA 1095-C fulfillment and postage fees
•	
• COBRA Administration Services	Included
• Ongoing Dependent Verification Services (Self-Administered)	Included
• Ongoing Life Event Verification Services (Self-Administered)	Included
• Service Center Services*	\$1.25
<i>* Subject to a maximum of 9,000 service center minutes per year. Service center minutes in excess of 9,000 minutes will be billed at \$3.50 per minute. Both inbound and outbound (call back) calls will be used to determine the overall minute maximum. Calls related to COBRA, and Direct Billing shall be excluded from the overall minute maximum.</i>	
• Sofia Services	Included
• SMS/Cellular Phone Text Messaging Notification Functionality Services*	Included
<i>* Subject to a maximum number of text messages. The maximum number of text messages sent shall be 12,500 per year; and text messages in excess of the text message maximum of 12,500 will be billed at \$0.06 per text message.</i>	
• Personalized Navigation – MyChoice Find a Provider Services	\$1.00

- Core Total Rewards Services Included

Monthly Per Event/Participant Service Fees:

- Direct Billing Services (Retiree/LOA) \$9.25
- QMCSO Administration Services \$30.00
- Employee Engagement / Fulfillment Services – See fulfillment menu in Benefitsolver

** Prices may vary based on Customer requirements and are all priced per notice/packet.*

Pricing details and assumptions:

- Pricing stated above is for all active records (including active retirees and COBRA members if applicable).
- Businessolver does not charge for the storage/archiving of terminated records.
- Businessolver is not responsible for any postage and overnight charges. All associated costs will be passed through to the Customer.
- Pricing for any additional imports and/or export files will range from \$1,500.00 to \$5,500.00. Costs could be higher depending on complexity.
- New and or additional payroll interfaces will range from \$2,500.00 to \$6,500.00, depending on the payroll system. Costs could be higher depending on complexity.
- Requests outside the scope of this Agreement may be subject to review and potential fees.
- Fees for printing standard documents are provided in the fulfillment menu in Benefitsolver. Custom fulfillment will be priced on a case-by-case basis.
- Language Line or other translation services will be billed on a pass-through basis.
- All fees and charges will be charged and reflected online in Benefitsolver as U. S. Dollars (USD).
- If Customer chooses to make credit card payments available to Direct-bill and/or COBRA participants, Businessolver will invoice Customer all processing fees at a rate of 3.5% of the member premiums paid by credit card, as may be adjusted.
- Businessolver charges the Direct-bill and/or COBRA participant a \$2.00 convenience fee for processing any non-recurring online payment if the individual is not already set up for automatic payment.
- Pricing is subject to change if the employee population increases/decreases by 10% (reviewed annually).
- Minimum total Monthly Service Fees (Per Employee/Per Month) will be \$12,474.00 per month during any term.
- Customer's employee population at the execution of this Agreement was 2,500 active lives.
- All applicable sales and other taxes are not included in the fees on this Schedule.
- Final pricing is subject to review of benefit plans, export/import file integrations, and service and scope requirements.
- Businessolver's fees assume one (1) HRIS file, one (1) payroll file, three (3) EOI SSO/Web Service integrations, four (4) 834 files, fourteen (14) proprietary files, and two (2) additional data imports. Additional fees will be incurred if the number of files exceeds these assumptions.
- Businessolver fees do not include integration fees that may be charged by the carrier.
- Customer elected delays on any Services may result in additional fees.
- Participant payments returned for non-sufficient funds (NSF) will be considered non-payment of premiums
- The allowable administration fee (currently two percent (2%) for each Qualified Beneficiary, fifty percent (50%) for disability extensions that is collected from COBRA participants will be retained by Businessolver and will not be provided to Customer.
- All amounts payable under this Agreement shall exclude all applicable taxes.
- Customer is responsible managing document review and transaction approval/denial for any transactions that are not instantly verified by the Benefitsolver platform.
- Direct Billing Takeover letters are not included in the core Direct Billing administration fees.

- Direct Billing Participant payments returned for non-sufficient funds (NSF) will be considered non-payment of premiums.
- Direct Billing Fees assume a monthly minimum of \$1,500.
- 1094-C Transmittal assumes multiple FEINs may be submitted on one transmission. If IRS requirements vary, additional fees may apply.
- ACA historical data is required to be provided in Businessolver’s preferred format. If data cannot be provided in this format, a \$250/hour fee will apply for our team to support data conversion.
- ACA charges and fees will apply for all 12 months of a single calendar/reporting year, regardless of actual implementation date to support full reporting year.
- Refer to the fulfillment menu located in Benefitsolver for ACA 1095-C fulfillment and postage fees.
- Core Total Rewards functionality included in Core PEPM. This includes online visibility, and a breakout of employee and employer costs, in addition to electronic statements. The inclusion of additional details can be scoped and priced as needed.

PAYMENT SCHEDULE

<u>Fee</u>	<u>Paid To</u>	<u>Paid By</u>	<u>When Paid</u>
Implementation Fee	Businessolver	Customer	Upon engagement of services.
Monthly Service Fee	Businessolver	Customer	Paid monthly commencing upon Go-Live .
Late Fees	Businessolver	Customer	Late fees shall be applied to monthly service fee invoices that are past due. The late payment charge will be 1.5% of the outstanding balance per month.
Out of Pocket Expenses	Businessolver	Customer	15 days after submission for payment.

Exhibit C

Contractor Licensing Terms and Conditions

ARTICLE 1. DEFINITIONS

Section 1.1. “**Benefitsolver.com®**” means the enrollment and eligibility website provided by Businessolver.

Section 1.2. “**Customer Data**” means all information and data inputted or otherwise submitted by Customer through the use of the Services.

Section 1.3. “**Documentation**” means the online distributed user instructions, release notes, manuals, processes, procedures, and system-build documents as updated by Businessolver from time to time, the form generally made available by Businessolver, regarding the use of the Services.

Section 1.4. “**Go-Live**” means the date in which Customer’s census data is available for use in a production environment of Benefitsolver.com® and Customer and its employees have access to the system.

Section 1.5. “**Plan**” means any health, welfare, or employee benefit administered under this Agreement.

Section 1.6. “**Intellectual Property**” means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patent rights, copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, template, software, source code, algorithms, the generated features of the structure, sequence and organization of software, user interfaces and screen designs, general purposes consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Businessolver has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, acquire or otherwise obtain rights in.

Section 1.7. “**Schedule(s)**” means those ancillary documents, including statements of work, attached hereto and incorporated into this Agreement which may contain service-specific terms and conditions between Customer and Businessolver, including but not limited to the SOW attached as Exhibit A to this Agreement.

Section 1.8. “**Services**” means collectively Benefitsolver.com® and other technical services relating to the communication and automation of employee benefits through the Internet and provided by Businessolver as contemplated by this Agreement.

Section 1.9. **Headings.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

ARTICLE 2. Services

Section 2.1. Generally. Subject to Customer’s compliance with this Agreement and timely payment of the applicable fees, Businessolver shall make the Services specified in the Schedules available to Customer in accordance with terms as stated herein and for the Term of the Agreement.

Section 2.2. Environment. Businessolver will provide access to and use of the Service for the Term. Customer shall provide its own equipment and communication means (and be responsible for all expenses relating thereto) for accessing and utilizing the Services. Customer is aware that the connection of Customer’s system and data to the Internet exposes such system and data to potential unauthorized access by others, to possible contamination through viruses and to other potential adverse consequences. Businessolver shall not be responsible for any of the foregoing events should they occur.

Section 2.3. Responsibilities. This Agreement does NOT, nor shall it be construed to, relieve Customer of any of its fiduciary responsibilities to properly administer its group health plan(s) or any liability to conform such plans(s) to the provisions of the Internal Revenue Code of 1986, as amended, the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), as amended the Healthcare Insurance Portability and Accountability Act (HIPAA), the Patient Protection and Affordable Care Act (“ACA”), as amended or the Employee Retirement Income Security Act (“ERISA”), as amended. Businessolver shall perform the Services in accordance with a reasonable good faith interpretation of all applicable laws and regulations to which Businessolver is subject in the performance of the Services. Except for such responsibilities assumed by Businessolver in Schedule A, Customer will be responsible for (i) compliance with all laws and governmental regulations affecting its business, and (ii) any use Customer may make of the Services to assist it in complying with such laws and governmental regulations. Businessolver shall not be obligated to perform the Services and shall not incur any liability with respect thereto, if Customer fails to (i) meet its Responsibilities as set out on the Schedules, (ii) timely provide accurate information needed by Businessolver, as reasonably requested by Businessolver, or (iii) otherwise reasonably cooperate with Businessolver. Businessolver has no fiduciary responsibility for payment owed to vendor. Customer acknowledges that it is their responsibility to ensure that their carriers/vendors are paid timely and within all grace periods. Customer remains the administrator under the Plan for all purposes and as such retains full fiduciary responsibility and liability under all federal and state laws and regulations. Customer remains responsible for any and all loss or damages, and in no event shall Businessolver be liable for any amount, including, but not limited to, insurance premiums, stop-loss deductibles, reinsurance fees, health plan or other claims, cancellation or reinstatement fees, or penalties, for a failure to pay a carrier/vendor or for failure to provide appropriate billing information in a timely manner, unless such delay is caused by the negligent acts of Businessolver.

Section 2.4. Customer Contact. Customer shall provide Businessolver with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by Businessolver in order to provide the Services hereunder. Prior to the commencement of Businessolver's provision of Services, Customer shall designate in writing to Businessolver the name or names of one or more persons who shall serve as Businessolver's designated contact for the Services and as project manager for the implementation of the Services ("Customer Contact"). Customer hereby represents and warrants to Businessolver that Customer Contact has, and shall at all times have, the requisite authority to (i) transmit information, directions and instructions on behalf of Customer and each Plan administrator of each separate Plan and (ii) communicate any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement (including, without limitation, changes) or requested by Businessolver in connection with Services. Businessolver is not obligated to verify any Customer-directed requests.

Section 2.5. Not a Benefit Guarantor. Businessolver shall not be liable, nor advance its own funds, for the payment of claims under the Plan. Businessolver does not insure, underwrite, or guarantee Customer's liability to provide benefits or the payment of any benefits due under the Plan. Customer shall have full responsibility and liability for payment of claims in accordance with the provisions of the Plan. Businessolver shall not be liable or use its funds for damages related to an action for benefits against Customer, Businessolver, or the Plan. Customer is solely responsible for payroll reconciliation and any payroll audits related to any Plans. Businessolver will not be responsible or liable for any damages related to payroll reconciliation or payroll audits should they occur.

Section 2.6. Compliance. Businessolver is not responsible for qualification or compliance of the Plan, including any Consumer Directed Benefits Plan that may be offered, with ERISA, the Internal Revenue Code, or any other applicable laws, federal, state or local, for which the Plan sponsor or Plan administrator is responsible by law. Businessolver will not be held liable or responsible for any fees, penalties, or claims relating to requests Customer makes that are not in compliance with applicable laws, rules, or regulations.

Section 2.7. Expenses. Businessolver is not responsible for payment of any expense of the Plan, including, but not limited to, the fees of an attorney, accountant, or other individual or entity not employed by Businessolver who provides services to the Plan at the request of or with the prior consent of Customer.

ARTICLE 3. LIMITED RIGHTS AND OWNERSHIP

Section 3.1. Limited Rights. The rights of Customer to use the Services are limited to fulfilling Customer's own internal business needs during the Term. Only for the Term of this Agreement, Businessolver hereby grants Customer a limited, non-assignable (except as set forth herein), non-sublicensable, non-exclusive, royalty-free license to access and use the Services and Documentation, solely for its internal business purposes (including access and use by Customer and its end users).

Section 3.2. Restrictions on License of Software. Customer (including Customer's end users) agrees it will not: (i)

make or distribute copies of the documentation provided by Businessolver or software licenses granted hereunder, in whole or in part, or assist others in doing so; (ii) alter or remove any copyright, trademark, or other proprietary notices appearing on or in the Businessolver software or related documentation; (iii) engage in any activity that interferes with, disrupts, damages or accesses in any unauthorized manner any software or website of Businessolver; (iv) modify, adapt, decompile, reverse engineer, disassemble or create derivative works of the software; (v) use the software in violation of any applicable law, rule or regulation; and (vi) transmit any harmful code through the Businessolver software.

Section 3.3. Businessolver Ownership. The Services, Documentation, Benefitsolver.com® and all software, equipment, infrastructure, websites and other materials provided by Businessolver or its third-party supplier in the performance of Services and all Intellectual Property embodied therein will at all times remain the exclusive, sole and absolute property of Businessolver or its licensors. Customer shall not acquire any right, title or interest in, or perpetual user rights to, any Businessolver software to which Customer is provided access. Customer shall make no use whatsoever of any such software or documentation after termination of this Agreement and shall not disclose any portion of any such software to any other person.

Section 3.4. Customer Ownership. All Customer Data relating to the employer group membership will be the exclusive property of Customer. Notwithstanding the foregoing, Businessolver may use data and information used in or derived from the operation of Customer's enrollment and eligibility website for the purpose of performing the Services. Businessolver may de-identify data relating to the employer group in accordance with the standards set forth in 45 C.F.R. 164.514(b) and may use, analyze, reproduce, process, store, distribute or disclose such de-identified data at its discretion unless prohibited by applicable law.

Section 3.5. Businessolver is Not an Editor. Businessolver has no responsibility for screening, editing, or monitoring the data entry to Benefitsolver.com®. Subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, Customer shall indemnify, defend and hold Businessolver (and its agents, employees, shareholders and owners) harmless from any and all liabilities, claims, penalties, damages, suits, and the costs and expenses incident thereto (including the costs and expenses of defense, settlement and attorneys' fees) resulting from any data or information provided by Customer, Customer's representatives or Customer's participants in any plan, via direct data entry, telephone request or import file. Customer, and not Businessolver, is responsible for approving plan configurations and rates.

ARTICLE 4. Privacy and Confidentiality

Section 4.1. Privacy and Confidentiality. Each party agrees to process personal data in accordance with applicable data protection, privacy or similar laws that may apply to any personal data processed in connection with this Agreement. Each party acknowledges that, in the course of performing this Agreement, it may learn Confidential Information, and each party agrees hereby not to disclose any such Confidential Information to any other person or entity without consent from the other party, except to the extent, if any, to which a party may be compelled by law to make such a disclosure, in which event

the party obliged to disclose shall notify the other party of the compulsion to disclose at the earliest moment possible, so that the party whose Confidential Information is to be disclosed may take action to quash or otherwise avoid or limit the disclosure.

Except with respect to personal data (including Protected Personal Health Information), Confidential Information shall not include information that a party can demonstrate: (i) was publicly available at the time of the disclosure, or later became publicly available through no act or omission of such party; (ii) was rightfully in such party's possession prior to the date of this Agreement; or (iii) was rightfully received by such party from a third party without obligation of confidentiality. Each party acknowledges that, in the course of performing this Agreement, it may learn Confidential Information or personal data about the persons or entities who are customers or consumers doing business with the other party (hereinafter "Private Information") and for which that other party may have a legal or contractual duty to maintain the strictest confidentiality, and each party agrees hereby to maintain the strict confidentiality and not to disclose any such Private Information to any other person or entity without consent from the other party, except to the extent, if any, to which a party may be compelled by law to make such a disclosure, in which event the party obliged to disclose shall notify the other party of the compulsion to disclose at the earliest moment possible, so that the party having the direct duty of care with respect to the Private Information or the person or entity that is the subject of the Private Information may take action to quash or otherwise avoid or limit the disclosure.

Without limiting the foregoing provisions on Privacy and Confidentiality, each party agrees to exercise, at a minimum, that same degree of care with respect to the protection from disclosure or misuse of Confidential Information and Private Information belonging to or originating with the other party that it does with respect to the protection of its own information of the same type, and each party will ensure that its respective employees, agents, contractors, subcontractors, and any other person or entity having access to Confidential Information or Private Information shall be informed of the obligations and duties of care hereunder. Each party agrees that it will use Confidential Information, Private Information, and its knowledge of the Plans solely for the purposes of this Agreement, and that it will not appropriate such information for its own use or to the use of any other person or entity.

During the Term of this Agreement, Businessolver shall maintain an information security policy and implement commercially reasonable industry standard controls that support the confidentiality, and availability of Customer Data. Customer shall ensure that only specifically authorized users have access to Businessolver software and will use best reasonable efforts to prevent unauthorized access, use, destruction, alteration or loss of information contained therein, including notifying its users of the restrictions set forth in this Agreement. Both Customer and Businessolver shall procure, use and maintain security tools and procedures consistent with industry standards and designed to protect and safeguard Customer data. These include, but are not limited to, implementing access controls, requiring the encryption of personal or sensitive data, and performing periodic testing to verify the effectiveness of the tools utilized.

Section 4.2. Right to Suspend Services. Businessolver may temporarily suspend Customer's access to any portion of the

Services if Businessolver reasonably believes in good faith that: (i) there is a threat or attack on the Services or other event that imminently threatens the security, integrity, or availability of the Services and Businessolver temporarily suspends the same or substantially similar access to its other substantially similarly situated customers; (ii) Customer's use of the Services in violation of this Agreement materially disrupts or imminently threatens the security, integrity, or availability of the Services; or (iii) Customer is using the Services in violation of applicable laws and governmental regulations ((i) through (iii) collectively, "Service Suspensions"). Businessolver shall provide prior written notice of any Service Suspension to Customer and, in the event of a Service Suspension pursuant to (ii) or (iii), shall work with Customer to cure the violation. Any Service Suspension shall be as limited in scope and duration as possible, and Businessolver shall provide updates regarding resumption of Services following any Service Suspension. Other than the Customer's right to suspend its monthly payments to Businessolver, pursuant to Section 4(e) above, Customer shall not be entitled to any compensation, including any service credits, for any Service Suspension; provided, however, that in the event of a Service Suspension pursuant to clause (i), Customer shall be entitled to a refund of the pro rata portion of the fees paid to Businessolver for services not performed due to such Service Suspension.

ARTICLE 5. INDEMNIFICATION

Section 5.1. Customer Indemnification and Hold Harmless. In addition to those indemnities set forth in Section 3.5, and subject to the limits of the Oregon Constitution and the Oregon Tort Claim Act, Customer shall indemnify, defend and hold Businessolver (and its agents, employees, shareholders and owners) harmless from any and all liabilities, claims, penalties, damages, suits, and the costs and expenses incident thereto (including the costs and expenses of defense, settlement and attorneys' fees), arising from or claimed to have arisen from (i) actions Businessolver performs in connection with the Services pursuant to Customer's procedures, any customer data supplied by Customer or any instruction, request or representation of Customer, except to the extent such liability claims, damages, costs or expenses arise from the negligence, willful misconduct or breach of this Agreement by Businessolver and (ii) allegations that the Customer Data or Customer's use of any Businessolver Services (in breach of this Agreement) infringe upon or otherwise violate any Intellectual Property right of others. For the avoidance of doubt, Businessolver shall be under no duty to review any such procedures, Customer data, instructions, requests or representations of Customer. Any claim or potential claim presented to Customer by Businessolver under the terms of this Indemnification and Hold Harmless Section must be tendered, in writing, to Customer with a formal request to defend and indemnify Businessolver within fifteen (15) days after Businessolver receives such demand, complaint, notice or summons, provided this Section if materially prejudiced by any delay in tendering such request. At Businessolver's sole discretion and option, but with no obligation to do so, Businessolver may itself undertake the defense, litigation, settlement or satisfaction of any such claim, reserving its right to seek indemnification against Customer, provided that Businessolver shall not settle any claim without Customer's prior written consent.

ARTICLE 6. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

Section 6.1. Exclusion of Warranties. NOTWITHSTANDING ANYTHING ELSE STATED IN THIS AGREEMENT OR ELSEWHERE, BUSINESSSOLVER DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO CUSTOMER REGARDING ITS SERVICES (INCLUDING IMPLIED REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE) OR REGARDING THE PRODUCTS WHICH MAY BE OFFERED OVER CUSTOMER'S WEBSITE OR WEB PAGES OR THAT CUSTOMER'S WEBSITE OR WEB PAGES SHALL BE UNINTERRUPTED OR ERROR-FREE. FURTHER, NOTHING IN THIS AGREEMENT NOR THE PERFORMANCE OF SERVICES BY BUSINESSSOLVER SHALL SUPERCEDE ANY CARRIER PLANS PROVIDED BY THE CUSTOMER NOR SHALL BUSINESSSOLVER ASSUME ANY RESPONSIBILITY OR LIABILITY RELATING TO ANY CARRIER ACT OR OMISSIONS.

Section 6.2. Limitation of Damages. IN NO EVENT SHALL BUSINESSSOLVER BE LIABLE TO CUSTOMER FOR ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNT PAID TO AND RETAINED BY BUSINESSSOLVER FROM CUSTOMER FOR THE PRECEDING THIRTY-SIX (36) MONTHS. UNDER NO CIRCUMSTANCES, SHALL BUSINESSSOLVER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (WHETHER ALLEGED IN TORT, CONTRACT, INDEMNITY OR OTHERWISE, EVEN IF IT HAS BEEN APPRISED OF THE POSSIBILITY OF THE DAMAGES), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFIT OR INTERRUPTION OF BUSINESS OR FROM ANY INTERRUPTION OR ERRORS IN CUSTOMER'S ENROLLMENT WEBSITE.

Section 6.3. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements between the parties regarding the same subject matter. If Customer has elected certain COBRA administration services from Businessolver, those terms are incorporated herein and made part of this Agreement as Schedule C. Notwithstanding the foregoing, the Contract and the Business Associate Agreement, entered into by and between Businessolver and Customer contemporaneously herewith, is incorporated herein and made part of this Agreement.

Section 6.4. Use of Customer's Name. Customer grants Businessolver a fully revocable, limited, non-transferable, non-exclusive and royalty-free worldwide license for the Term of this Agreement to use its name and logo on any of Businessolver's marketing and advertising materials. Businessolver acknowledges that the name, logo and all other trademarked or copyrighted property of Customer will remain the exclusive property of Customer and Businessolver shall have no right or license to use Customer's name, logo or other trademarked or copyrighted property, except as provided in this Agreement, without the prior written consent of Customer. Upon termination of this Agreement, Businessolver will immediately discontinue

all uses of Customer's name, logo and any other intellectual property of Customer.

Section 6.5. Press Release. If Businessolver has received Customer's approval, Businessolver may use the name of Customer in a press release.

Exhibit D
Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into as of the **last signature date of contract #6844** (“Effective Date”) by and between **Clackamas County on behalf of its Human Resources** (“Covered Entity”) and **Businessolver.com, Inc.** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.

- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity

- or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity’s minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate 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 purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate’s permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate’s use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
 - a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. The notice shall include information as required by applicable law.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.

- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 Effect of Termination.

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement 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 the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164

with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
Businessolver.com, Inc.

Covered Entity
Clackamas County

By: 
Signature Authority

By: _____

Title: President & CEO

Title: _____

Date: 6/27/2023

Date: _____

Exhibit E



**Clackamas County Contractor Travel Reimbursement Policy
Rates Effective January 1, 2021**

Travel reimbursement is only allowed if specifically authorized in a contract.

Category	Rate Summary	Requirements
Instate Max Per-Diem (All Oregon Cities)	Meals & Incidental Expenses All Meals \$56.00 Breakfast \$14.25 Lunch \$16.25 Dinner \$25.50 Lodging* \$115.00 * Actual up to rate	<ul style="list-style-type: none"> The per diem is for all Oregon cities. Incidental Expenses include gratuities & fees for waiters, baggage handlers, taxi's, etc.) No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis). If meals are provided at the meeting or event, no meal per diem is allowed. No meal per diem is allowed on one day trips. Lodging tax is reimbursed as a miscellaneous expense and is prorated if actual lodging exceeds the Per-Diem Rate. Receipts are required for lodging and lodging tax.
Out-of-State, and Continental US Travel:	See list of High-Low Rates for each applicable City	<ul style="list-style-type: none"> The per diem equals the General Services Administration rates (see https://www.gsa.gov/travel/plan-book/per-diem-rates). No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis). If meals are provided at the meeting or event, no meal per diem is allowed. No meal per diem is allowed on one day trips. Lodging tax is reimbursed as a miscellaneous expense. Receipts are required for lodging and lodging tax.
NON-CONTINENTAL US and OVERSEAS NON-FOREIGN AREAS (e.g., Alaska, Hawaii, Guam, etc.)	Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates.	<ul style="list-style-type: none"> Contact County contract representative for current per diem rates for these locations. If meals are provided at the meeting or event, no meal per diem is allowed. Lodging tax is reimbursed as a miscellaneous expense for Alaska, Hawaii, Puerto Rico, and US possessions. Lodging tax is included in the per diem for foreign travel. No receipts are required for meals and incidental expenses. Receipts are required for lodging and lodging tax.
MILEAGE, Private Vehicle:	Reimburse at \$0.58 cents per mile	<ul style="list-style-type: none"> Mileage can be calculated one of 3 ways: 1) Mileage Chart (see Excel file) 2) Actual mileage (from the odometer) 3) Mapping software (e.g., mapquest.com) Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle. Mileage not reimbursable unless one way trip exceeds 25 miles from origin to destination.
PRORATION of MEAL PER DIEM for First & Last Date of Travel:	The first and last calendar day of travel is calculated at seventy-five percent (75%). See https://www.gsa.gov/travel/plan-book/per-diem-rates/meals-and-incidentals-expenses-mie-breakdown	
<p>Rented Vehicles: Vehicle rental reimbursements will only be for compact, economy, and standard cars and their equivalent green class. Liability insurance issued through the vehicle rental company may be reimbursed. Other classes of vehicles may be rented for circumstances that are approved in advance by the County contract representative for reasons that include space requirements or inclement weather conditions. Receipts are required.</p>		
<p>Airfare: Only economy rate airfare, plus mandatory taxes and fees, will be reimbursed. Receipts are required.</p>		
<p>Ground Transportation: Taxicab, Uber/Lyft, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$25 per item.</p>		
<p>Incidental Expenses: Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed. Incidental expenses include, but are not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services, such as for waiters, taxi drivers, and baggage handlers.</p>		
<p>Miscellaneous Expenses: The miscellaneous expenses that can be reimbursed include: fuel expenses for a rented vehicle, parking, tolls and lodging taxes, and checked baggage for up to 2 standard-weight bags (but not upgraded airline seats). Other miscellaneous expenses can be reimbursed only if approved in advance by the County contract representative. All miscellaneous expenses must be itemized. Receipts are required if over \$25 per item.</p>		
<p>Hosting Expenses: If the scope of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact your County contract representative for allowable expenses.</p>		
<p>Applicable Rates: Travel expense reimbursement will be in accordance with the applicable rates at the time the expense is incurred, not the effective date of the contract. The rates are only modified January of each year. The current travel reimbursement rates may be found at: www.clackamas.us/bids/terms.html.</p>		
<p>Documentation: It is preferred that requests for travel reimbursement be made by completing the Contractor's Travel Reimbursement Request. If Request form not used, substantially the same information must be documented on invoices.</p>		

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
1	OR Mileage Chart																													
2		Albany	Ashland	Astoria	Baker City	Bend	Burns	Coos Bay	Corvallis	Eugene	Florence	Forest Grove	Grants Pass	Gresham	Klamath Falls	La Grande	McMinnville	Medford	Newberg	Newport	Ontario	Pendleton	Portland	Redmond	Roseburg	Salem	Springfield	The Dalles	Tillamook	Woodburn
3	Albany	-	219	158	351	123	253	147	11	44	94	73	179	78	213	329	50	207	50	65	383	277	69	121	111	24	43	152	92	40
4	Arlington	205	370	228	168	169	230	347	216	245	298	160	380	126	306	124	173	381	159	248	239	72	136	153	313	182	244	53	210	166
5	Ashland	219	-	374	447	200	299	182	222	178	202	290	41	295	64	472	264	12	269	252	428	442	285	216	108	240	176	331	309	255
6	Astoria	158	374	-	396	255	385	233	151	199	184	80	334	108	364	352	105	362	106	134	464	300	95	239	266	136	199	175	66	121
7	Baker City	351	447	396	-	247	164	466	356	356	404	328	488	294	383	44	341	459	327	393	72	96	304	230	421	350	352	221	378	333
8	Bandon	171	182	257	490	261	392	24	158	140	72	223	142	244	245	495	198	170	212	122	522	443	236	259	85	201	137	318	191	206
9	Beaverton	67	282	93	312	167	297	208	79	107	159	15	242	21	276	268	34	270	20	109	383	216	9	151	175	44	107	91	67	28
10	Bend	123	200	255	247	-	130	237	127	128	190	181	241	145	137	271	158	212	161	180	260	241	160	16	192	131	124	131	206	146
11	Brookings	249	146	339	559	295	424	107	238	216	155	306	105	327	208	565	280	134	294	205	555	525	317	311	168	272	220	400	274	289
12	Burns	253	299	385	164	130	-	367	257	259	320	311	339	275	235	205	288	311	291	310	130	198	290	146	322	261	253	260	336	276
13	Clatskanie	130	347	35	361	221	351	256	128	171	207	56	306	75	341	317	82	334	82	157	431	265	61	205	238	108	170	140	93	91
14	Condon	220	329	244	199	128	192	347	231	237	300	175	370	141	265	155	189	341	174	300	254	103	151	112	302	198	234	69	225	182
15	Coos Bay	147	182	233	466	237	367	-	135	116	48	200	142	220	245	471	174	170	188	98	498	419	212	235	85	177	113	294	167	186
16	Coquille	164	164	251	484	255	385	18	153	134	66	217	124	238	227	489	192	152	206	116	516	437	229	253	67	195	131	312	185	300
17	Corvallis	11	222	151	356	127	257	135	-	40	83	71	182	90	213	340	46	210	58	53	388	288	81	126	111	35	44	163	90	51
18	Cottage Grove	60	158	216	370	142	271	96	60	20	83	132	118	137	181	386	106	146	111	113	402	334	127	140	51	81	17	209	151	99
19	Dallas	31	248	129	364	146	276	164	29	70	112	51	208	71	242	320	25	236	37	70	406	268	60	144	140	15	73	143	64	32
20	Elgin	349	492	354	64	291	225	491	360	389	434	303	524	270	428	20	317	504	303	393	135	72	279	275	459	326	386	197	353	309
21	Enterprise	386	536	409	106	336	270	528	397	426	479	341	561	307	473	65	354	548	340	429	178	109	317	320	494	363	426	234	391	347
22	Eugene	44	178	199	356	128	259	116	40	-	61	112	138	120	173	369	86	166	94	91	388	318	110	126	71	64	4	193	130	81
23	Florence	94	202	184	404	190	320	48	83	61	-	151	162	172	234	422	126	190	139	50	450	371	164	188	94	118	65	245	119	135
24	Forest Grove	73	290	80	328	181	311	200	71	112	151	-	250	36	285	283	26	278	26	101	398	232	23	166	182	50	115	107	52	45
25	Fossil	213	309	264	195	108	172	328	218	218	280	195	350	166	245	175	209	321	194	280	233	123	171	92	282	218	214	89	245	236
26	Gold Beach	225	175	311	544	316	446	78	213	194	126	278	134	299	238	549	252	162	267	176	576	497	290	314	140	255	192	373	247	261
27	Grants Pass	179	41	334	488	241	339	142	182	138	162	250	-	254	104	504	224	29	229	212	470	452	245	257	68	199	136	327	269	216
28	Heppner	260	372	283	155	172	213	391	271	301	345	215	413	181	309	111	228	384	214	303	227	59	191	155	346	237	277	109	265	221
29	Hermiston	255	399	282	124	219	223	396	266	297	348	210	409	176	351	80	224	387	209	298	195	28	186	203	363	232	295	104	260	216
30	Hillsboro	73	292	87	322	176	306	206	78	117	156	6	252	30	286	278	32	280	20	106	391	226	17	160	184	50	117	101	58	37
31	Hood River	131	346	154	242	152	282	273	142	172	224	86	307	52	289	198	99	335	85	174	312	146	62	136	239	108	171	21	136	92
32	Independence	20	238	134	362	143	273	159	22	63	106	54	198	68	233	318	28	226	40	75	404	266	59	141	131	12	67	141	72	30
33	John Day	257	353	359	80	153	70	372	262	262	324	287	393	249	290	135	292	365	285	315	132	127	264	136	327	266	258	190	337	281
34	Junction City	31	193	177	358	130	260	116	26	14	63	97	153	109	187	359	72	181	84	77	391	308	100	128	85	54	18	183	116	72
35	Klamath Falls	213	64	364	383	137	235	245	213	173	234	285	104	282	-	408	259	76	263	265	365	378	279	153	171	234	170	268	303	250
36	La Grande	329	472	352	44	271	205	471	340	369	422	283	504	250	408	-	297	484	283	372	115	52	259	255	437	306	369	177	333	289
37	Lake Oswego	63	283	102	311	169	299	216	78	108	157	27	239	19	273	266	34	271	20	110	381	215	8	167	176	41	108	89	81	24
38	Lakeview	298	160	430	303	174	139	341	301	261	322	357	200	320	96	344	332	171	335	353	270	337	335	191	267	306	259	305	380	323
39	Lebanon	14	220	169	337	109	239	150	19	45	99	85	180	89	214	340	61	208	64	71	369	288	80	107	112	35	45	163	106	54
40	Lincoln City	76	289	110	392	189	319	123	74	122	75	76	238	99	292	348	50	266	65	25	450	296	88	187	170	57	122	171	44	76
41	Madras	147	243	213	240	42	172	262	152	151	214	140	283	103	179	251	153	255	138	204	278	199	118	26	216	155	148	89	190	133
42	McDermitt	390	346	532	256	277	147	514	404	406	467	458	410	422	306	299	435	381	438	458	184	351	437	293	469	408	400	407	483	423
43	McMinnville	50	264	105	341	158	288	174	46	86	126	26	224	49	259	297	-	252	14	76	411	245	38	156	157	26	90	120	67	33
44	Medford	207	12	362	459	212	311	170	210	166	190	278	29	282	76	484	252	-	257	240	442	454	273	228	96	227	164	343	297	243
45	Milton-Freewater	306	471	329	111	271	227	449	317	347	400	261	482	228	408	69	275	483	260	118	180	29								

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
2		Albany	Ashland	Astoria	Baker City	Bend	Burns	Coos Bay	Corvallis	Eugene	Florence	Forest Grove	Grants Pass	Gresham	Klamath Falls	La Grande	McMinnville	Medford	Newberg	Newport	Ontario	Pendleton	Portland	Redmond	Roseburg	Salem	Springfield	The Dalles	Tillamook	Woodburn
66	Springfield	43	176	199	352	124	253	113	44	4	65	115	136	119	170	369	90	164	94	91	384	317	110	122	68	64	-	192	134	80
67	The Dalles	152	331	175	221	131	260	294	163	193	245	107	327	73	268	177	120	343	106	196	293	125	83	114	260	129	192	-	157	113
68	Tillamook	92	309	66	378	206	336	167	90	130	119	52	269	86	303	333	67	297	78	69	448	282	74	204	201	74	134	157	-	92
69	Toledo	60	259	142	409	176	305	105	48	87	57	109	219	131	260	380	83	254	97	7	436	328	121	174	151	83	91	203	76	98
70	Union	343	482	366	35	282	199	486	354	384	436	298	519	264	419	14	311	494	297	386	107	66	274	265	451	320	383	191	348	303
71	Vale	367	413	484	89	244	114	481	371	371	433	402	454	365	349	132	402	425	403	424	17	185	377	252	436	375	367	309	450	396
72	Vernonia	106	322	64	349	204	334	228	100	140	190	28	280	57	316	305	54	308	54	130	419	253	45	187	214	80	146	128	61	63
73	Woodburn	40	255	121	333	146	276	186	51	81	135	45	216	39	250	289	33	243	19	100	403	238	30	144	148	17	80	113	92	-

