

BOOST PROGRAM STATEMENT OF SERVICES

EMPLOYER GROUP NAME: NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
SOS INITIAL TERM: Three years

SUBSCRIPTION EFFECTIVE DATE: June 12, 2020
FIRST BILL MONTH¹: August 2020

Benefits-Eligible Employees²: 895

Benefits-Ineligible Employees²: 20

Product Subscription Fees

	Recurring Monthly Fee
Boost Program	
Benefits-Eligible Employees	\$1.50 PEPM
Benefits-Ineligible Employees	\$0.50 PEPM
Non-Boost Program	
Benefits-Eligible Employees ³	\$2.50 PEPM
Benefits-Ineligible Employees	\$0.50 PEPM
HR Experience	
Annual Renewal	Included
Employee Experience	
Educational Video Library	Included
Plan Recommendations	Included

Product Setup Fees⁴

	One-Time Fee
Implementation	\$7,350.00
Integration with Boost Carriers ⁵	Unlimited
Integration with Non-Boost Ancillary Carriers ⁶	\$2,500 per one-way connection
Integration with Integrated HCM Providers ⁷	Included
Integration with Non-Integrated HCM Providers ⁸	\$5,000

Benefit Services Fees

	First Bill Month	One-Time Setup Fee	Service Fee
Premium Billing and Remittance	Aug 2020	N/A	Included w/ Aflac & The Standard
Out of Scope Service Fees ⁹			\$175 Per Hour

As may be used in this SOS, “PE” means per employee, “PEPM” means per employee per month, “PGPM” means per group per month, “PPPM” means per participant per month, and “PY” means per year. All other capitalized terms not otherwise defined herein shall have the meanings attributed in the Agreement.

This SOS is the ordering document for purchase of the Service subscriptions herein. By signing this SOS, you hereby acknowledge that this SOS, together with the SaaS Agreement (and all applicable exhibits and attachments thereto) available online at <http://plansource.com/collateral/sos/2018-EG-SaaS-Agr-v1.0.pdf>, or otherwise provided to you, constitutes the entire agreement between PlanSource and you governing the Services (collectively, the “Agreement”), to the exclusion of all other terms, and supersedes all prior or contemporaneous agreements, understandings and representations, written or oral, between the parties, with respect to the Services. By signing this SOS, you agree to all of the terms and conditions of the Agreement.

¹ First Bill Month is applicable to Product Subscription Fees, Product Setup Fees, and Data Conversion Fees. All other Services will have a respective First Bill Month, as specified herein.

² Prior to go-live, invoicing is based on the employee counts listed herein (the “Minimum Count”). After go-live, invoicing is based on the greater of the actual monthly employee count or the Minimum Count. Notwithstanding anything in the Agreement, PlanSource reserves the right to alter pricing at any time if the actual monthly employee count is 10% lower than Minimum Count.

³ This fee will apply if you no longer qualify for PlanSource Boost pricing.

⁴ Product Setup Fees are subject to a scope of service in either the employer’s contract or the broker’s contract through which the employer is bound.

⁵ Includes Carrier Connect where PlanSource manually inputs data into carrier systems on the employer’s behalf until data exchanges goes live.

⁶ This fee applies after 01/01/2020 and only when the same type of ancillary product is also available from one or more PlanSource Boost partners.

⁷ There is no fee for new customers to use established integrations with these providers: ADP, BambooHR, NetSuite, Paycor and Ultimate Software. \$2,500 one-time fee applies to existing customers adding these integrations. Certain HCM providers may charge additional fees for new and/or existing customers.

⁸ Fee includes a two-way integration – demographics are sent from the HCM/payroll system to PlanSource; PlanSource sends payroll deductions to the HCM/payroll system

⁹ Fee applies to any services and/or additional resources not outlined in this SOS, determined based on scope of project. Additional fees may apply based on project complexity.

We will invoice you for each Service subscription at the beginning of the applicable First Bill Month. Thereafter, we will invoice you on the first day of each month for all Services provided in that month. Unless otherwise stated in the Agreement, invoiced charges are within 45 days of receipt of an invoice. The fees in this SOS are calculated based on our current retail fees, minus any applicable discounts. If any fees in this SOS are discounted based on your relationship with your insurance broker, carrier, or other third party, the discount will apply so long as the relationship remains in effect. If the relationship is terminated for any reason, PlanSource, upon written notice to you (such notice which may be sent via email), will adjust the fees in this SOS to our current retail fees (or otherwise agreed-upon fees). This adjustment will be effective the first day of the month immediately following delivery of notice to you.

If applicable, we confirm your eligibility and acceptance into PlanSource Boost. Through PlanSource Boost, you will be eligible for a reduction of the Monthly Recurring Fee outlined above. PlanSource Boost program requirements, including the current program terms and conditions (available [here](#)), are incorporated into and become a part of the Agreement. By signing this SOS, you are agreeing to PlanSource Boost program terms and conditions.

Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior subscription Term by more than 10% may result in re-pricing at renewal without regard to the prior subscription Term's pricing. Notwithstanding any of the foregoing, PlanSource reserves the right to modify the fees (and any applicable discounts) in this SOS at any time as may be necessary to compensate for changes in: (i) local, state, or federal laws applicable to the Services; (ii) carrier products, offerings, credits and/or discounts; or (iii) broker of record changes.

Unless otherwise stated, the Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, goods and services, harmonized, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with its purchases pursuant to this SOS. If PlanSource has the legal obligation to pay or collect Taxes for which you are responsible hereunder, the appropriate amount shall be invoiced to and paid by you, unless you provide PlanSource with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, PlanSource is solely responsible for taxes assessable against PlanSource based on its income, property and employees.

This Statement of Services is accepted and agreed to as of the SOS Effective Date above:

PLANSOURCE BENEFITS ADMINISTRATION, INC.

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Dayne Williams
Chief Executive Officer

By: _____
Print Name: _____
Title: _____

Exhibit A

Implementation and Ongoing Support Services and Responsibilities

This Exhibit provides an overview of the implementation and ongoing support Services that PlanSource will provide to Reseller/End User under the Agreement. PlanSource and Reseller acknowledge that successful implementation and ongoing use of the Services is contingent upon each party fulfilling their respective responsibilities outlined below¹.

Phase	PlanSource	Reseller	End User ²
Pre-Implementation Project Planning Services	<ol style="list-style-type: none"> 1. Act as the point of issue escalation to Reseller. 	<ol style="list-style-type: none"> 1. Commit designated resources to work with End User during the implementation period. 2. Conduct a discovery kick-off call to initiate the implementation project. 3. Develop a timeline and tasks for implementation of the Platform. 4. Deliver training for End User's HR administrators. 5. Provide End User with applicable tools for gathering benefits, plan, and rule information. 6. If applicable, assist End User in coordinating with benefit carriers/vendors to develop data exchange/EDI protocols. 	<ol style="list-style-type: none"> 1. Commit designated resources to work with Reseller during the implementation period. 2. Accept system implementation timelines and tasks. 3. Attend all Platform training, as directed by Reseller, and train all End User resources utilizing the Platform. 4. Provide benefit, plan, and rule information to Reseller using the tools provided by Reseller. 5. Assist in negotiations with carriers/vendors to facilitate End User's billing process and electronic eligibility data feeds, as needed. 6. Participate in scheduled status calls with Reseller to review project status.
Benefits Administration System Configuration Services	<ol style="list-style-type: none"> 1. Act as the point of issue escalation to Reseller. 	<ol style="list-style-type: none"> 1. Configure the Platform within the scope of its current functional footprint, including, but not limited to benefits offerings, carrier contract rules, open enrollment, and user access. 2. Display pre-generated PlanSource educational content per Reseller/End User specifications. 3. Import employee/dependent demographic data provided by Reseller/End User using the designated PlanSource format. Where applicable, load employee benefits data into the Platform once group data files are received from End User's benefit providers. 	<ol style="list-style-type: none"> 1. Provide product benefit content for employee self-service enrollment and decision support. 2. Create self-service reports in the PlanSource report center. 3. Provide employee/dependent demographic and benefits data for import into the Platform using the tools providing by Reseller.
Benefits Administration Quality Assurance and Deployment Services	<ol style="list-style-type: none"> 1. Act as the point of issue escalation to Reseller. 	<ol style="list-style-type: none"> 1. Provide End User with access to a test environment configured with End User-specific configurations and settings. 2. Conduct walkthrough of the configured system with End User to review business rules and settings. 3. Identify exceptions with End User and determine approach for resolution. 4. Gather and apply End User's requirements for branding of the Platform. 5. Provide templates for End User acceptance signoff of employer and rate information. 6. Obtain End User acceptance signoff and deploy to production environment. 	<ol style="list-style-type: none"> 1. Identify test scripts that adequately represent the most common business processes and uses for the Platform. 2. Perform test scripts in the test environment and share results with Reseller. 3. Promptly after system availability, report issues to Reseller and work with Reseller to resolve them.

¹ Details regarding specific tasks, resources, and deliverables are defined within the project plan created as part of project coordination and discovery.

² Except as otherwise set forth in this Agreement, Reseller will ensure that each End User complies with its responsibilities in this Exhibit and Reseller will remain liable to PlanSource for any failure to comply with such responsibilities by End User.

Phase	PlanSource	Reseller	End User ²
Data Exchange ³ Development and Deployment (PlanSource EDI)	<ol style="list-style-type: none"> 1. Configure the structure, content, and operating parameters for each End User's data exchange connections. 2. Create one test file for each data exchange connection and provide to respective carrier/vendor via the documented transmission method End User will require carrier/vendor to use to validate the transmission within two days of receipt. 	<ol style="list-style-type: none"> 1. Collaborate with End User on carrier/vendor testing calls to review and validate data exchange connections. 2. Train End User to manage carrier discrepancy reports, including evaluating and processing one initial discrepancy report generated by carriers after a file has gone into production. If applicable, update designated carrier/vendor with enrollment changes during the interim reporting period which occurs at any time when carrier/vendor feeds are not in production. 	<ol style="list-style-type: none"> 1. Confirm accuracy of system configuration prior to the go-live date.
Data Exchange ³ Development and Deployment (Reseller EDI)	<ol style="list-style-type: none"> 1. Act as the point of issue escalation to Reseller. 	<ol style="list-style-type: none"> 1. Configure the structure, content, and operating parameters for each End User's data exchange connections. 2. Create one test file for each data exchange connection and provide to respective carrier/vendor via the documented transmission method End User will require carrier/vendor to use to validate the transmission within two days of receipt. 3. Collaborate with End User on carrier/vendor testing calls to review and validate data exchange connections. 3. Train End User to manage carrier discrepancy reports, including evaluating and processing one initial discrepancy report generated by carriers after a file has gone into production. If applicable, update designated carrier/vendor with enrollment changes during the interim reporting period which occurs at any time when carrier/vendor feeds are not in production. 	<ol style="list-style-type: none"> 1. Confirm accuracy of system configuration prior to the go-live date.
Post-Go-Live Support Services	<ol style="list-style-type: none"> 1. Act as the point of issue escalation to Reseller. 2. Design and develop features (as solely defined by PlanSource), enhancements, and other updates for inclusion in software releases, patches, test environments, and documentation. 3. Make and provide updates to PlanSource standard product documentation, user guides, training materials, and online help. 4. Monitor technical services, including system Internet connectivity, server capacity and configuration, application performance, power, failover, and disaster recovery systems. 5. Administer and maintain database configurations, disk space, and required hardware components. 6. Provide system training to Reseller on new release features. 	<ol style="list-style-type: none"> 1. Assist in research and resolve data conflicts and errors. 2. Complete updates to End User's business rules, benefits configurations, and data exchanges, as instructed by End User. 	<ol style="list-style-type: none"> 1. Commit designated resources to work with Reseller during annual enrollment. 2. Maintain all self-service reports in the PlanSource report center. 3. Provide system training to End User's employees and receive and respond to employee questions. 4. Document and implement administrative processes specific to End Users' organization and plans. 5. Report and cooperate with Reseller in resolving any issues, challenges, or concerns related to the Platform. 6. Work with Reseller to update current/future documentation as modifications occur, including at annual enrollment. 7. Attend all Platform training, as directed by Reseller, and train all new End User resources utilizing the system. Manage ongoing administration including, but not limited to employee life event processing, evidence of insurability, and student/dependent age verification.

³ Data Exchange Development and Deployment Services are not available for Small Group (<101 Benefits Eligible Employees).

Phase	PlanSource	Reseller	End User ²
Premium Billing Services	<ol style="list-style-type: none"> 1. Create monthly statements for all plans/carriers included in your Boost agreement. 2. Provide monthly statements electronically, via email, at time of final bill posting. 3. Withdraw/pull funds, in a single transaction, from your bank account via ACH <ol style="list-style-type: none"> a. Pull amount will match the totals from the monthly statements 4. Forward payment and applicable back to carriers on your behalf. 5. Act as the point of contact, on your behalf, for any payment/billing inquiries received from your carriers. 6. Monitor and assist you in resolving any system generated billing tickets. 	N/A	<ol style="list-style-type: none"> 1. Review your monthly statements and email us with any questions. <ol style="list-style-type: none"> a. A billing contact will be provided to you at time of go-live 2. Ensure appropriate funds are available for ACH withdrawal <ol style="list-style-type: none"> a. We will not front or advance pay any portion of your premiums. <p>Respond to our inquiries regarding billing tickets, payments, etc., to ensure timely resolution of issues and collection of premium payment.</p>

Exhibit B
Billing and Payment Schedule

Your participation in the PlanSource Boost program requires you to authorize PlanSource to initiate debit entries from your account via automatic ACH payment. PlanSource will provide an ACH Authorization (EFT form) which you will need to complete and return prior to the first month of billing service. PlanSource will use this account to pull/draft monthly insurance premiums and, if necessary, to initiate credit entries and adjustments to your account for any debit entry errors. Notwithstanding anything set forth in this SOS or in the Agreement, we will initiate such debit and credit entries in accordance with the schedule below:

Billing and Payment Schedule:

- Preview bill is generated on the 20th, prior to the insured month.
- Final bill is generated on the 25th, prior to the insured month
 - Any changes to enrollment on or after the 25th will roll into the next billing cycle
- Final bill posts on the 1st day of the insured month
- **Payment Withdrawal Date:** 5th day of insured Month

Bill content is based on the coverage data in the PlanSource Platform on the last day before the Final Bill generates. All changes after that date will appear on the next bill.

Notwithstanding anything set forth in the Agreement, we will charge a fee of \$50.00 for each late payment or non-sufficient funds transaction.

For purpose of this Exhibit, "Insured Month" means the month in which the benefits are effective.

While we don't anticipate any changes to the schedule above, we reserve the right to make changes to Billing and Payment Schedule above by providing you with 30 days' advance written notice (such notice which may be sent via email).