

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 250177
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

6/26/2025

WHEN BOARD APPROVAL IS REQUIRED DO
NOT PLACE ITEM ON AGENDA UNTIL
REVIEW IS COMPLETED

☐ Must Have Board Approval over \$100,000.00

Date Submitted: 6/5/2025 original date 4/25/2025

Name of Contract Initiator: Chris Deeley-Isais / Bertie Staefe

Telephone #: 336-6747

School/Dept Submitting Contract: Insurance

Cost Center # 9053 / 9050

Vendor Name: Benefitfocus

Contract Title: Renewal Addendum via Order Form + New Retiree, Include HSA, FSA, DCA Order Form

Contract Type: New ☐ Renewal ☒ Amendment ☐ Extension ☐ Previous Year Contract # 240240, 240157, 230013, 180423

Contract Term: 7/19/2025 - 7/18/2030

Renewal Option(s): Yes via Order Forms

Contract Cost: Varies based Enrollment

☐ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # _____

Funding Source: Budget Line # _____

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

RECEIVED

By Elaine at 2:26 pm, Apr 25, 2025

____ Completed Contract Review Form

____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

____ SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, this Statement MUST BE included in the body of the Contract:**

"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

____ Release and Hold Harmless (If Applicable)

**AREA BELOW FOR DISTRICT PERSONNEL ONLY **

| CONTRACT REVIEWED BY: | COMMENTS BELOW BY REVIEWING DEPARTMENT |
|---|---|
| Purchasing Department <div> REVIEWED By Bertha Staefe at 4:28 pm, Jun 05, 2025 By Bertha Staefe at 4:25 pm, Apr 25, 2025 </div> | FLDOE 6A-1.012 (14) Information Technology / SBCC RFP 18-BA-123 Original Agreement allows for additional Order Forms thus Renewal Addendum via Order Form. Any additional Amendment would require re-write of contract per Benefitfocus Legal Dept. |
| School Board Attorney <u>JPS</u> Review Date <u>6/6/25</u> | <u>Legally sufficient</u> |
| Other Dept. as Necessary Review Date _____ | _____ _____ _____ |
| PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO | IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR |
| FINAL STATUS | <div> TENTATIVELY APPROVED </div> Pending Signatures |

Pursuant to the terms and conditions set forth in the Client Services Agreement ("Agreement") between Benefitfocus.com, Inc. ("Benefitfocus") and School Board of Clay County, Florida ("Client") (collectively the "Parties") and this Order Form, the Parties agree that Benefitfocus will provide to Client those Software Services identified herein. The Professional Services and/or Software functionality (as applicable) are defined in the applicable Order Form(s).

| I. CLIENT INFORMATION | | | | | |
|--|-------------------|--|----------------------------------|------------------|--------------------|
| 1. Client Name: | | School Board of Clay County, Florida | | | |
| 2. Address: | | 900 Walnut St, Green Cove Springs, FL, 32043-3129 | | | |
| 3. Authorized User | | N/A | | | |
| 4. Effective Date: | | Upon date of second signature | | | |
| 5. Start of Renewal Subscription Term: | | 07-19-2025 | | | |
| 6. End of Renewal Subscription Term: | | 07-18-2030 | | | |
| 7. Benefitfocus Contact: | | Mallory Morris | | | |
| 8. Client Contact (name, phone number, and email): | | Christina Deeley-Isais, 9043366745, christina.deeleyisais@myoneclay.net | | | |
| 9. Invoice Contact (name, phone number, and email): | | Christina Deeley-Isais, 9043366745, christina.deeleyisais@myoneclay.net | | | |
| 10. Duplicate Invoice: (Yes / N/A): | | N/A | | | |
| 11. Duplicate Invoice Contact Information (name, phone number, and email): | | N/A | | | |
| II. FEES | | | | | |
| A. Recurring Services: | | | | | |
| Product Name: | Invoice Frequency | Rate | Unit of Measure | Minimum Quantity | Minimum Annual Fee |
| Benefitplace | Monthly | \$2.28 | Benefit Eligible Employee (Full) | 4300 | \$117,648.00 |
| Benefitplace – Retiree population | Monthly | \$2.28 | Retiree Population | 1300 | \$35,568.00 |
| ACA - Tango Pro | Annual | \$6.00 | Included Individual | 5000 | \$30,000.00 |
| COBRA Administration | Monthly | \$0.50 | Benefit Eligible Employee (Full) | 4500 | \$27,000.00 |
| Health Savings Accounts (10-01-2025 Target Go-Live Date) | Monthly | \$0.25 | Participant | N/A | N/A |
| Flexible Spending Accounts (10-01-2025 Target Go-Live Date) | Monthly | \$2.75 | Participant | N/A | N/A |
| Dependent Care Flexible Spending Accounts (10-01-2025 Target Go-Live Date) | Monthly | \$2.75 | Participant | N/A | N/A |

III. TERMS AND CONDITIONS

- A. This Renewal Addendum reflects the entirety of the products and services to be renewed and provided by Benefitfocus as of the Start of Renewal Subscription Term. Except as expressly stated herein, all other terms and conditions of the applicable Order Form(s) shall remain in full force and effect. For the avoidance of doubt, the Benefitplace Retiree population is being added and is subject to the terms and conditions of the applicable Benefitplace Order Form, and the Services description is defined in the attached Appendix.
- B. Notwithstanding anything contained in the Order Form to the contrary, the Rates set forth herein shall remain fixed through the End of Renewal Subscription Term. Thereafter, the fees are subject to increase as set forth in the Order Form.
- C. Notwithstanding anything contained in the Agreement or Order Form to the contrary, in the event funds are not appropriated and budgeted by Client in any fiscal year for payment due under the Order Form, Client shall immediately, but in no event less than thirty (30) days prior to end of fiscal year, notify Benefitfocus of such occurrence and the Order Form shall terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to Client.
- D. On the Start of Renewal Subscription Term, and each year thereafter during the Renewal Subscription Term, Benefitfocus will place a \$40,000 non-refundable credit on Client's account to be used only towards Benefitfocus Benefitplace (formerly known as Marketplace) recurring services.
- E. For the avoidance of doubt, the Health Savings Accounts, Flexible Spending Accounts and Dependent Care Flexible Spending Accounts contracted under the Order Form dated April 23, 2025 have a Target Go-Live date of October 1, 2025, which is the Start of the Initial Subscription Term thereunder.

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

BENEFITFOCUS.COM, INC.

School Board of Clay County, Florida

By: _____

By: _____

Print: _____

Print: Erin Skipper

Title: _____

Title: Board Chair

Date: _____

Date: _____

This Appendix defines a high-level overview of the functionality of the Software Services selected in the Order Form between Client and Benefitfocus. To the extent applicable, detailed functionality for the Software Services, subject to warranty claims, is defined in applicable documentation.

I. BENEFITFOCUS BENEFITPLACE (“BENEFITPLACE”) ONGOING SERVICES FOR RETIREE POPULATION:

A. Summary of Benefitplace Functionality:

1. Content Manager:
 - a. An online, Client-branded internet portal utilizing a unique URL providing the ability to create and provide content that engages employees, which includes, content libraries and tools (including Frequently Asked Questions, RSS feeds, to-do lists, and training libraries)
2. Online Benefit Enrollment:
 - a. Online enrollment for Client’s benefits as defined in discovery or as may be amended via Change Request Order Form and consisting of:
 - i. Participants are able to enter or change personal and demographic information, benefit elections and life events and access information on their benefits and carriers.
 - ii. HR Administrator tasks (in addition to employee tasks) are able to add/terminate/rehire employees as well as add, change, or cancel COBRA elections as well as other administrative functions
 - b. Enablement and display of third-party service provider products from the Benefitplace Benefit Catalog to participants.
 - c. Client acknowledges agrees that:
 - i. Benefitfocus and/or its wholly owned subsidiary, Benefitstore, Inc., may receive compensation for placement of certain Benefitplace products
 - ii. Notwithstanding anything to the contrary stated within the Agreement, Benefitfocus may use Client Data, including, but not limited to contact, demographic, beneficiary and dependent information and information regarding previously enrolled benefits to market and provide other Services to Client’s current and terminated participants.
3. Reporting Library:
 - a. A tool that enables HR Administrators to generate and view reports of employee benefit-related data.
4. Event driven notifications:
 - a. Benefitplace provides email and SMS text messaging capabilities through the use of event driven messaging framework, allowing HR Administrators to send scheduled messages, confirmation messages and event-based messages to their participants
5. Data and HCM Integration:
 - a. Infrastructure for submission of benefit elections to Client’s benefit providers, utilizing Benefitfocus standard file formats or Client submission of enrollment reports to Client’s benefit providers (Client Self Service), as applicable and implemented
 - b. Infrastructure for import (new hires, terminations and category changes) and export (deduction amounts or codes) of data to and from Client’s payroll system utilizing a file format developed by Benefitfocus, as applicable and implemented

B. Summary of Benefitplace Support Services:

1. Benefitplace technical services:
 - a. Monitoring of technical services, including system connectivity to the Internet, server capacity and configuration, application performance, power, failover and disaster recovery systems
 - b. Administration and maintenance of database configurations, disk space, and required hardware components
 - c. Staffing for 24/7 response to critical alerts. A “critical alert” is an error or other issue which materially degrades Client’s use of the Software Services or causes serious disruption of Client’s business function supported by the Software Services.
 - d. Liaison services with Client information technology departments, as required to provide the Software Services
2. Data Exchange and HCM Integration Suite Connect, and software configuration support:
 - a. Manage and monitor Data Exchange and HCM Integration Suite Connect data transmission, as implemented
 - b. Research and resolve data conflicts and errors, as applicable
 - c. Implement updates to Client’s business rules, benefits configurations, and data exchange files implemented within the software upon instruction by Client
 - d. Manage and monitor Cost Estimator, as implemented
3. Application support:

- a. Application support including navigation, access assistance and issue reporting shall be provided by a Benefitfocus Benefits Administrator from 8:00 a.m. to 8:00 p.m. EST subject to Daylight Savings Time rules, Monday through Friday (excluding Benefitfocus holidays).
- 4. Ongoing software maintenance:
 - a. Design and development of features, enhancements, and other updates for inclusion in software releases, patches, test environments, and documentation, user guides, training materials, and online help

Benefitfocus®**Order Form**
CON-006091

Pursuant to the terms and conditions set forth in the Client Services Agreement ("Agreement") between Benefitfocus.com, Inc. ("Benefitfocus") and School Board Of Clay County ("Client") (collectively the "Parties") and this Order Form, the Parties agree that Benefitfocus will provide to Client those Software Services identified herein. The Professional Services and/or Software functionality (as applicable) are defined in the attached appendices.

I. CLIENT INFORMATION

| | |
|---|--|
| 1. Client Name: | School Board Of Clay County |
| 2. Address: | 900 Walnut St, Green Cove Springs, FL, 32043-3129 |
| 3. Authorized User | N/A |
| 4. Effective Date: | Upon date of second signature |
| 5. Benefitfocus Contact: | Mallory Morris |
| 6. Target Go-Live Date: | 10-01-2025 |
| 7. Start of Subscription Term: | 10-01-2025 |
| 8. End of Subscription Term: | 9-30-2030 |
| 9. End of Term (Implementation Services): | To the extent Implementation Services are in scope under this Order Form, the End of Term will be the sooner of: 1) the above End of Subscription Term; or 2) the actual date upon which Benefitfocus completes the Implementation Services. |
| 10. Client Contact (name, phone number, and email): | Christina Deeley-Isais, 9043366745, christina.deeleyisais@myoneclay.net |
| 11. Invoice Contact (name, phone number, and email): | Christina Deeley-Isais, 9043366745, christina.deeleyisais@myoneclay.net |
| 12. Duplicate Invoice: (Yes / N/A): | N/A |
| 13. Duplicate Invoice Contact Information (name, phone number, and email): | N/A |

II. FEES**A. Recurring Services:**

| Product Name: | Invoice Frequency | Rate | Unit of Measure | Minimum Quantity | Minimum Annual Fee |
|---|-------------------|--------|-----------------|------------------|--------------------|
| Health Savings Accounts | Monthly | \$0.25 | Participant | N/A | N/A |
| Flexible Spending Accounts | Monthly | \$2.75 | Participant | N/A | N/A |
| Dependent Care Flexible Spending Accounts | Monthly | \$2.75 | Participant | N/A | N/A |

III.**ORDER FORM TERMS AND CONDITIONS:**

1. **Recurring Services Fees.** Except as otherwise stated herein, the recurring services invoicing shall commence on the Start of

Initial Subscription Term. Unless otherwise stated herein, Benefitfocus will invoice Client based upon the greater of:

(i) Minimum Fee(s) stated herein; or (ii) the actual number of respective Unit(s) of Measure multiplied by the respective Rate. Except for delays solely caused by Benefitfocus, invoicing will commence upon the Start of Initial Subscription Term. For each day of delay caused solely by Benefitfocus, invoicing shall be delayed by an equal number of days.

2. At the End of the Initial Subscription Term of this Order Form, and any renewal term thereof, the recurring services hereunder shall automatically renew for additional one (1) year terms (each a "Renewal Term"), unless either party provides written notice of its intent to not renew not less than ninety (90) days prior to the end of the then current term. In the event Client wishes not to renew this Order Form, Client must give Benefitfocus written notice of intention to not renew according to the timeframes defined herein and prior to the expiration of the then-effective period. Any such notice must be sent to Benefitfocus by email to Legal1@Benefitfocus.com or as required by the Agreement. Notices sent to Benefitfocus via any other method are not effective and will not result in non-renewal of this Order Form.
3. The fees set forth in the Order Form will remain fixed for the first five years following the Start of Initial Subscription Term. Annually, thereafter, Benefitfocus will increase the Recurring Services fees on an annual basis by 3%.
4. To the extent this Order Form has recurring annual or quarterly services and Client experiences an increase in its employee population loaded within the *Benefitplace* by 5% or more, Benefitfocus will invoice Client for such increase in all PEPY/PEPQ fees at the applicable Rate. For the avoidance of doubt, calculation of an increase in employee populations will be conducted at each applicable employee category level (e.g., Benefit Eligible Employees [Full], Benefit Eligible Employees [Voluntary Only] and Non-Benefit Eligible Employees) and will be pro-rated according to the number of months remaining in the then-current calendar year/quarter.
5. Client acknowledges that the recurring pricing herein is in material consideration for Client's agreement to enter into the multi-year subscription Term defined under this Order Form. To the extent Client is in material breach of the Agreement or this Order Form, Client shall be liable for the value of the fees for the remaining subscription Term.
6. Definitions (to the extent applicable to the services Client has selected):
 - a. "Go-Live" is defined as the date that any benefit to be managed within the enrollment module is available for use by Client (or any Authorized Users) in a production environment.
 - b. An "Additional Benefitplace Data Source for Initial Load" means a third-party data source that is used to complete the initial data load of Client's employee data within *Benefitplace* during the initial *Benefitplace* implementation.
 - c. A "Vendor Data Interface" means a third party or Client-supplied data file source, which may include new, historical or replacement medical claim, prescription claim, eligibility and/or ancillary data file(s).
 - d. A "Benefit Eligible Employee" term used without reference to "Full" or "Voluntary Only" means both Benefit Eligible Employee (Full) and Benefit Eligible Employee (Voluntary Only).
 - e. A "Benefit Eligible Employee (Full)" means an employee that is eligible for at least one (1) medical, dental, vision, or other IRC Section 125 benefit type within the *Benefitplace*.
 - f. A "Non-Benefit Eligible Employee" means an employee that is not eligible for enrollment in a benefit configured within the *Benefitplace* and is either, (i) provided access to the Employee Communication Portal component of the *Benefitplace* or (ii) not provided access to the *Benefitplace* and, if applicable, is loaded within the *Benefitplace* solely for the purpose of performing data transmission and/or reporting functions.
 - g. An "Enrolled Employee with Dependent(s)" means a Client employee loaded within the *Benefitplace* that is enrolled in one or more configured benefit plans with a coverage level that includes at least one enrolled dependent.
 - h. A "HCM Integration Suite Data Integration Interface" means one data transmission link that includes up to one (1) inbound employee demographic file from Client's HR indicative or payroll system for importing within the *Benefitplace* and one (1) outbound deduction file exported to Client's HR indicative or payroll system from the *Benefitplace*.
 - i. A "Transmission Vendor Data Interface" means that an interface to transmit the applicable employee benefits data from Benefitfocus to the applicable vendor system is commercially available for enablement within *Benefitplace* and will be enabled, tested, and deployed within Client's production environment by Benefitfocus. This link also includes an API link made commercially available by Benefitfocus.
 - j. A "Transmission Project Vendor Data Interface" means that the applicable vendor benefit type will be enabled as a Data Capture link; provided, however, that Benefitfocus will add such request to its EDI development queue in order to convert to a Transmission Vendor Data Interface.
7. Any term used in this Order Form that is not defined herein shall have the same meaning ascribed to such term in the Agreement.
8. Certain services under this Order Form may be performed by Benefitfocus or Benefitfocus' subcontractors and vendors located abroad and/or onshore. Notwithstanding any such services performed by third parties, Benefitfocus shall remain liable for all services performed hereunder.
9. Client agrees to reimburse Benefitfocus for reasonable travel expenses approved in advance by Client for Professional Services for the implementation of the selected Software Services and understands that travel is not included within the fees presented herein and is an additional charge, which shall be invoiced at cost to the Client.

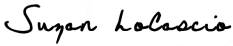
Benefitfocus®**Order Form**

10. To the extent Client has selected for Benefitfocus to send a duplicate invoice in this Order Form, then, as a courtesy and convenience to Client, Benefitfocus agrees to provide a duplicate invoice, to make limited attempts to collect amounts due hereunder, and to accept payment under this Order Form. Such duplicate invoice shall not constitute a waiver of Client's obligation to pay for the Services and in the event of non-payment, Client shall remain liable for all amounts due hereunder.

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

BENEFITFOCUS.COM, INC.

DocuSigned by:



By: _____

64FA4CA92CE5447...

Print: Suzan LoCascioTitle: Suzan LoCascio - AVP BU ControllerDate: April 23, 2025**School Board Of Clay County**

By: _____

Print: DAWN PoseyTitle: Asst. Sup. of Bus. AffairsDate: 4/23/25

This Appendix defines a high-level overview of the functionality of the Software Services selected in the Order Form between Client and Benefitfocus. To the extent applicable, detailed functionality for the Software Services, subject to warranty claims, is defined in applicable documentation.

I. HEALTH SAVINGS ACCOUNT ADMINISTRATIVE SERVICES:

A. Health Savings Account Administration Definitions:

1. "Participant" means an employee of Client who has established an HSA with the HSA Custodian.
2. "Health Savings Account" or "HSA" shall have the same meaning as the "Health Savings Account" set forth in Code Section 223(d);
3. "HSA Custodial Services" means those services provided by Benefitfocus and the HSA Custodian to the Participant pursuant to the HSA Documents.
4. "HSA Custodian" means the bank, financial institution or other authorized non-bank custodian with whom Benefitfocus has entered into an agreement to provide HSA Custodial Services as set forth herein.
5. "HSA Documents" means the documents that govern the rights and obligations of the Participant, Benefitfocus and the HSA Custodian with regard to the HSA Custodial Services. This includes but is not limited to the Custodial Agreement entered into between the Participant, Benefitfocus and the HSA Custodian as well as any documents incorporated into and made a part of the Custodial Agreement by reference. Client acknowledges that it is not a party to the HSA Documents and that it has no rights under such documents.

B. Health Savings Account Administration Services:

1. Benefitfocus' affiliate company, Voya Benefits Company LLC, will be performing a portion, or all, of the Health Savings Account Administration Services defined hereunder. For purposes of this Appendix "Benefitfocus" means, as applicable, Voya and/or Benefitfocus.
2. Client understands and acknowledges that the HSA Services are due and payable by the Participant in accordance with the Custodial Agreement; however, Benefitfocus agrees to accept payment for the fees identified in the Order Form from Client on behalf of the Participants. Benefitfocus may amend these fees effective at the beginning of any Renewal Term in accordance with the Order Form. Client further understands that the Participants may be subject to other fees and charges charged by the HSA Custodian as set forth in the Custodial Agreement.
3. Benefitfocus will provide Participants with access to HSA Custodial Services provided by Benefitfocus and the HSA Custodian. Benefitfocus warrants and represents to Client that the HSA Custodian is a qualified HSA custodian or trustee as defined in IRS Code Section 223. The HSA Custodial Services are described in more details in the HSA Documents.
4. Client shall use commercially reasonable efforts to market the HSA Custodial Services to its eligible employees, including but not limited to distributing materials (e.g. application and other HSA Documents) provided by Benefitfocus to eligible employees in accordance with Benefitfocus' reasonable instructions. Client shall not modify or alter such materials without the prior written consent of Benefitfocus. Client shall refer eligible employees to Benefitfocus for application and enrollment in HSAs through Benefitplace. Client further agrees to provide information to Benefitfocus that is reasonably necessary for Benefitfocus to offer HSA Custodial Services to eligible employees. Client agrees to indemnify and hold Benefitfocus harmless for any inaccurate or incomplete data provided to Benefitfocus by Client. To the extent that Client provides information to Benefitfocus on behalf of the eligible employees, Client warrants and represents that it will submit the information to Benefitfocus in the manner determined by Benefitfocus and Client warrants and represents that all such information submitted by Client on behalf of eligible employees has not been substantively altered by Client.
5. Client may not communicate the following to its employees or any other third party in any form or fashion:
 - a. That Benefitfocus or the HSA Custodian provides services other than those set forth in the HSA Documents;
 - b. That Benefitfocus or the HSA Custodian is responsible for funding the HSAs;
 - c. That Benefitfocus or the HSA Custodian has any involvement with the High Deductible Health Plan ("HDHP") sponsored and maintained by Client.
6. The HSA Custodian has sole discretion to approve an employee's application for an HSA with the HSA Custodian. Client understands that the eligible employee is required to provide certain information to Benefitfocus and/or the HSA custodian in a format established by Benefitfocus or the HSA Custodian as necessary to establish the HSA in accordance with applicable law and HSA Custodian's internal policies and procedures. Client will use commercially reasonable efforts to assist Benefitfocus with execution of any documents required to be executed by the employee to establish the HSA.

7. Neither Benefitfocus nor the HSA Custodian is under any obligation to confirm or verify that Participants are eligible to establish HSAs in accordance with the requirements of IRS Code Section 223.
8. Client shall offer a qualifying HDHP, as defined in IRS Code Section 223, during the term of the HSA Services. Benefitfocus is under no obligation to confirm or verify that such HDHP satisfies the requirements of IRS Code Section 223. Nothing herein shall cause Benefitfocus to be responsible for benefit claims and eligibility determinations with respect to any HDHP sponsored by Client.
9. Client agrees to take all reasonable steps to avoid application of the Employee Retirement Income Security Act of 1974 ("ERISA") to the HSAs established in accordance with this Agreement. Client understands and acknowledges that neither Benefitfocus nor the HSA Custodian is responsible for any aspect of ERISA's participation, vesting, funding, reporting, disclosure, fiduciary requirements or any other obligation that might apply to the extent that such HSAs are deemed to be subject to ERISA. Benefitfocus may terminate the HSA Services without prior written notice and without penalty as of the date that it reasonably determines that such HSAs are subject to ERISA.
10. Client will transfer contributions from Client and/or salary or payroll deductions from Participants to the Custodian. Neither Benefitfocus nor the HSA Custodian has any obligation to ensure that contributions to a Participant's HSA do not exceed the maximum annual contribution limit set forth in IRS Code Section 233 that is applicable to such Participant. Client understands and acknowledges that Client shall not be entitled to a return of such contributions after such date that the contributions have been allocated to the Participant's HSA in accordance with the internal policies and procedures of Benefitfocus and the HSA Custodian except as otherwise specifically authorized by applicable rules and regulations.
11. The HSA Custodian will provide Participants with reasonable access to HSA funds. Such access will include, at a minimum, the following methods of distribution:
 - a. An electronic payment card ("Card") that the Participants can use at point of sale ("POS") terminals at approved merchants as set forth in the Cardholder Agreement and other related documents provided to Participants, and
 - b. Direct reimbursement to the Participant, or to the extent authorized by the Participant, to the Participant's personal checking or savings account designated by the Participant.
12. Benefitfocus will distribute funds in accordance with the instructions of the Participant and the terms of the HSA Documents. Neither Benefitfocus nor the HSA Custodian has any obligation to confirm that HSA distributions are for qualified medical expenses.
13. Benefitfocus will provide online access to Participants to the following:
 - a. HSA balances,
 - b. investment information,
 - c. forms required to establish and maintain the HSA (as determined by the HSA Custodian and/or Benefitfocus)
 - d. Forms necessary to initiate distributions.
 - e. Online access will be available 24 hours, 7 days a week except during routine maintenance and reasonably unforeseeable outages.
14. Benefitfocus or the HSA Custodian may terminate or suspend any HSA in accordance with the terms of the HSA Documents.
15. Client acknowledges that Benefitfocus or the HSA Custodian may, in its sole discretion, enhance or improve the HSA Services.
16. With respect to HSA Custodial Services, Client understands and acknowledges that neither Benefitfocus nor the HSA Custodian is a "Covered Entity", "Business Associate" or "Plan Sponsor" as those terms are defined by the Health Insurance Portability and Accountability Act ("HIPAA") and the regulations issued thereunder. The fact that Benefitfocus may be a Business Associate with respect to other Services provided by Benefitfocus to Client should not be construed to mean that Benefitfocus is a Business Associate for purposes of HSA Services. Benefitfocus expressly disclaims responsibility for duties imposed on Covered Entities and Plan Sponsors under HIPAA.
17. Neither Benefitfocus nor the HSA Custodian is responsible for the funding of the HSA or funding reimbursement for any expenses attempted to be paid or reimbursed through the HSA. Moreover, Benefitfocus shall not under any circumstances be considered the insurer or underwriter of any liability to provide benefits under any employee benefit plan or the HSA.
18. To the extent permitted by applicable law, Benefitfocus and the HSA Custodian's privacy policy, and HSA Documents, Benefitfocus will provide a monthly report to Client summarizing the aggregate contributions made by Client during the preceding month. Client understands and acknowledges that Benefitfocus is not obligated to provide any contribution information specific to a Participant's HSA except to the extent authorized by the Participant.
19. Reports will be provided in a form and manner determined by Benefitfocus. Client understands and agrees that such information is considered to be "Confidential Information" and will treat such information provided by Benefitfocus with no less care than it employs for its own confidential information of a similar nature that it does not wish to disclose, publish or disseminate, but not less than a reasonable level of care. Upon termination of the HSA Services or upon reasonable request, Client shall promptly return to Benefitfocus all Confidential Information in its possession,

subject to and in accordance with the terms and provisions of the Agreement.

20. One or more investment opportunities may be offered by the HSA Custodian to Participants in conjunction with the HSA ("HSA Investments"). The HSA Investments are made available to Participants in accordance with the HSA Documents. Client understands and acknowledges that such HSA Investments will be made available to a Participant to the extent that such Participant satisfies the eligibility criteria for making HSA Investments established by HSA Documents. Client understands and acknowledges the following with respect to the HSA Investments offered to Participants in accordance with the HSA Services:
- a. Neither Benefitfocus nor the HSA Custodian is under any obligation to substitute, replace and/or delete at Client's or a Participant's request any investments offered through the HSA as part of the HSA Investments.
 - b. The HSA Investments are "self-directed" products, i.e., the Participant has sole discretion whether to invest in one or more of the HSA Investments. Neither Benefitfocus nor the HSA Custodian will provide any investment advice to the Participant and neither have any obligation to Client or the Participant to review or monitor the Participant's investment choices. Neither Benefitfocus nor HSA Custodian shall have liability or responsibility for the Participant's investment decisions.

II. REIMBURSEMENT ACCOUNT CLAIMS ADMINISTRATION SERVICES

- A. Client has established one or more of the following reimbursement arrangements ("Benefit Plans") as specified in the Order Form for purposes of providing reimbursement of certain eligible expenses incurred by Participant(s). The below are a listing of all Benefit Plan Services Benefitfocus offers:
 1. Code Section 105 Health Flexible Spending Arrangement ("Health FSAs");
 2. Code Section 129 Dependent Care Flexible Spending Arrangement ("Dependent Care FSAs");
 3. Code Section 105 Health Reimbursement Arrangements ("HRA");
 4. Code Section 132 Transportation Expense Reimbursement Arrangement ("Transit and/or Parking");
- B. As used herein, "Participant" means any individual who is enrolled in one or more of the Benefit Plans referenced in Section A.
- C. Benefitfocus shall operate as a directed third-party administrator ("TPA") under this agreement, and not as a plan administrator, plan fiduciary, or claims fiduciary. As such, Client shall be responsible for the proper administration of the plan, the direction of Benefitfocus' s activities in accordance with the plan documents, compliance with legal requirements applicable to the plan and its administration, and ensuring that the TPA services are accurately reflected in the plan documents.
- D. Benefitfocus will provide a web based user interface to participants through the Benefitfocus Benefitplace for Employers where they can, among other activities:
 1. access their account balance, distribution history, and transaction activities;
 2. review, enter and pay claims;
 3. download account servicing (e.g., distribution request) forms.
- E. Benefitfocus will make available documents and forms for review to Client. Client understands and acknowledges that Benefitfocus does not provide tax or legal advice and that Client should review the Client Documents and Forms with its legal counsel. Benefitfocus shall provide updates to account for changes in applicable laws and/or Benefitfocus' s usual and customary administration.
- F. Benefitfocus will make its standard Benefit Plan related reports available to Client through the online services.
- G. Client is responsible for legal review and adoption of the plan in accordance with applicable law.
- H. Benefitfocus will attempt to auto-substantiate card transactions using IRS approved methods. If auto-substantiation cannot be achieved, Benefitfocus will send a notice to Participant at thirty (30) and ninety (90) days after debit card use asking for documentation.
- I. Benefitfocus will process requests for reimbursement from Participants that are submitted in the form and manner required by Benefitfocus. Benefitfocus will review and process all properly submitted requests in accordance with its reasonable interpretation of applicable law, the Client documents and forms, and its customary claims processing guidelines. Benefitfocus will approve reimbursement requests that Benefitfocus reasonably believes qualify as an eligible expense. If Benefitfocus denies a request for reimbursement, Benefitfocus will notify the Participant of the denial in accordance with applicable law. Client is responsible for processing the final level of appeal; however, Benefitfocus will assist Client with its obligations to make a determination on the final level appeal. Benefitfocus will review the 1st level appeal only if the Plan provides for 2 levels of appeal.
- J. Benefitfocus is not responsible for sending privacy policies or notices related to reimbursement arrangements.
- K. If the Client elected, Benefitfocus shall send to Participants debit cards (debit cards optional), available with health FSAs and limited set of HRA plans) to access Reimbursement Account funds at merchants offering medical-related (including pharmacy,

dental, and vision) qualified products and services. Whether the debit card can be used at any particular merchant depends on the merchant's coding under the debit card processing system

- L. Benefitfocus will make reimbursements directly to the Participant or retiree (as applicable) through its standard reimbursement options.
- M. At Client's request, Benefitfocus designated card service provider will make an electronic payment card ("Card") available to Participant. Use of the Card by Participants will be subject to the requirements of the cardholder agreement provided with the card and applicable law. Client understands and acknowledges that replacement cards may be subject to an additional fee.
- N. Client will make sufficient funds available to pay benefits under the Benefit Plans in accordance with the funding agreement elected by the Client. Client understands that Benefitfocus may suspend the Service or terminate the Order Form if Client fails to satisfy its funding obligations set forth herein.
- O. Except as instructed otherwise in writing by the Client, Benefitfocus will make reasonable attempts to collect repayment of overpaid claims consistent with its interpretation of applicable IRS rules and its standard operating procedures. Client understands and agrees that Benefitfocus is not liable for any overpayments or underpayments of claims processed by Benefitfocus in a manner consistent with the applicable standard of care set forth in the Agreement.
- P. Client acknowledges that a card replacement fee of \$5.00 per package will be deducted from the participant's account at the time of replacement.
- Q. Upon request by Client, Benefitfocus will provide reporting with regard to Department of Labor's Form 5500 for the Benefit Plans.
- R. Upon request by Client, Benefitfocus will conduct the nondiscrimination testing otherwise required by Code Sections 105 and 129 (as applicable).
- S. If Benefitfocus administers Client's Transit and Parking Plan, Client understands and acknowledges that Benefitfocus will assume that cash reimbursement of transit passes is not permitted by the applicable IRS rules and regulations and will only make transit passes or vouchers that may be used in exchange for transit passes available to employees, consistent with applicable IRS rules and regulations.
- T. Benefitfocus will process uncashed reimbursement checks in accordance with its standard policies and procedures. Benefitfocus is not responsible for complying with any applicable state unclaimed property or escheat laws with respect to uncashed reimbursement checks. Nevertheless, Benefitfocus will reasonably assist Client with satisfaction of its obligations under such laws.
- U. Client funds associated with the administration of HRA/FSA services (including pre-funding) are deposited in an omnibus processing account with a federally insured financial institution. The account is not treated as a plan asset and is subdivided as Benefitfocus determines appropriate to maintain separate records for each Client. Interest, if any, accrued in the account is retained by Benefitfocus as part of its compensation for services to Client.
- V. If the Agreement is terminated by either Party for any reason other than Client's failure to pay claims or fund reimbursements, Benefitfocus will, at Client's request, continue to process claims incurred prior to the termination date for up to an additional three (3) months ("Run Out Period"), or as agreed upon by the Parties. The terms and conditions of this Agreement, continue to apply during the Run Out Period, except that Cards will be turned off as of the termination effective date.
- W. Following termination of the Order Form (and if there is a Run Out Period, then the end of the Run Out Period), Benefitfocus will provide a reconciliation within a reasonable time period and return any funds owed to the Client as soon as reasonably possible.

**AMENDMENT 4 TO HEALTH INSURANCE
BENEFITS ENROLLMENT SERVICES AGREEMENT
BETWEEN THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA AND
BENEFITFOCUS.COM, INC.**

This Amendment to the Health Insurance Benefits Enrollment Services Agreement (hereafter “original Agreement”) between **BENEFITFOCUS.COM, INC.** (“Benefitfocus”) and **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA** (“Board”), collectively referred to as “the Parties,” which original Agreement was entered into by the parties on June 13, 2018, and was duly executed by Alpana Wegner as the Vice President and Corporate Controller of Benefitfocus and Addison G. Davis, Superintendent of Schools, acting with the authority of the Board, shall become effective on the date last executed by either of the parties and shall serve to modify the Agreement as set forth herein.

WHEREAS, Benefitfocus, has agreed to provide COBRA Administration and the Benefit Catalog Order Form to the Board, and

WHEREAS, said Subscription Term shall end on July 18, 2025 to coincide with the original Agreement Initial Subscription Term as amended per Amendment 2 to the Order Form of original Agreement, and

WHEREAS, Benefitfocus shall provide said COBRA Administration at an annual minimum fee of \$28,800.00 to the Board, and

WHEREAS, the parties wish to amend their original Agreement to include the COBRA Administration and the Benefit Catalog Order Form offered by Benefitfocus, the details of which are set forth in the Exhibit “B” which is attached hereto,

NOW THEREFORE, the Parties have mutually agreed to modify the terms of the original Agreement as follows:

1. The Health Insurance Benefits Enrollment Services Agreement is amended to include the document attached hereto as Exhibit "B", which consists of nine (9) pages and includes two (2) separate documents which are titled sequentially, "Order Form: CON-003798 COBRA Administration"; and "Order Form: CON-003759 Benefit Catalog".

2. All terms and conditions of the documents of Exhibit "B", referenced in numbered paragraph 1 are hereby incorporated in the original Agreement. The execution by the parties, of this Amendment and the Order Forms contained in Exhibit "B" affirm this intent of the parties.


3. All other terms and conditions of the original agreement, together with the all attachments to the original agreement, and Amendment 1, Amendment 2, and Amendment 3 shall remain unmodified and in full force and effect.

3. The only effect of this Amendment is to modify the original Agreement, as set forth herein.

IN WITNESS WHEREOF, the parties, by the execution of this Amendment by their authorized representatives below, bind themselves to all terms of this Amendment to the original Agreement and to the remaining unmodified terms of the Original Agreement, Amendment 1, Amendment 2, and Amendment 3.


AS TO CONTRACTOR:

BENEFITFOCUS.COM, INC.

By: 
64FA4CA92CE5447...
Print Name: Suzan LoCascio
Title: Suzan LoCascio - AVP BU Controller
Date: May 19, 2025

AS TO BOARD/DISTRICT:

THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA

By: 
Print Name: Susan Leggett
Title: Assistant Superintendent
Date: 8/23/24

Pursuant to the terms and conditions set forth in the Client Services Agreement ("Agreement") between Benefitfocus.com, Inc. ("Benefitfocus") and School Board Of Clay County ("Client") (collectively the "Parties") and this Order Form, the Parties agree that Benefitfocus will provide to Client those Software Services identified herein. The Professional Services and/or Software functionality (as applicable) are defined in the attached appendices.

I. CLIENT INFORMATION

| | |
|--|--|
| 1. Client Name: | School Board Of Clay County |
| 2. Address: | 900 Walnut St, Green Cove Springs, FL, 32043-3129 |
| 3. Authorized User | N/A |
| 4. Effective Date: | Upon date of second signature |
| 5. Benefitfocus Contact: | Mallory Morris |
| 6. Target Go-Live Date: | 10-01-2024 |
| 7. Start of Subscription Term: | 10-01-2024 |
| 8. End of Subscription Term: | 07-18-2025 |
| 9. End of Term (Implementation Services): | To the extent Implementation Services are in scope under this Order Form, the End of Term will be the sooner of: 1) the above End of Subscription Term; or 2) the actual date upon which Benefitfocus completes the Implementation Services. |
| 10. Client Contact (name, phone number, and email): | Michelle Newell, (904) 461-1800, michelle.newell@myoneclay.net |
| 11. Invoice Contact (name, phone number, and email): | Hannah Carter, (904) 461-1800, hcarter@mbaileygroup.com |
| 12. Duplicate Invoice: (Yes / N/A): | N/A |
| 13. Duplicate Invoice Contact Information (name, phone number, and email): | N/A |

II. FEES

A. Recurring Services:

| Product Name: | Invoice Frequency | Rate | Unit of Measure | Minimum Quantity | Minimum Annual Fee |
|----------------------|-------------------|--------|-------------------|------------------|--------------------|
| COBRA Administration | Monthly | \$0.50 | Covered Employees | 4800 | \$28,800.00 |

III. ORDER FORM TERMS AND CONDITIONS:

- Recurring Services Fees.** Except as otherwise stated herein, the recurring services invoicing shall commence on the Start of Initial Subscription Term. Unless otherwise stated herein, Benefitfocus will invoice Client based upon the greater of: (i) Minimum Fee(s) stated herein; or (ii) the actual number of respective Unit(s) of Measure multiplied by the respective Rate. Except for delays solely caused by Benefitfocus, invoicing will commence upon the Start of Initial Subscription Term. For each day of delay caused solely by Benefitfocus, invoicing shall be delayed by an equal number of days.
- At the End of the Initial Subscription Term of this Order Form, and any renewal term thereof, the recurring services hereunder shall automatically renew for additional one (1) year terms (each a "Renewal Term"), unless either party provides written notice of its intent to not renew not less than ninety (90) days prior to the end of the then current term. In the event Client wishes not to renew this Order Form, Client must give Benefitfocus written notice of intention to not renew according to the timeframes defined herein and prior to the expiration of the then-effective period. Any such notice must be sent to

Benefitfocus by email to Legal1@Benefitfocus.com or as required by the Agreement. Notices sent to Benefitfocus via any other method are not effective and will not result in non-renewal of this Order Form.

3. The fees set forth in the Order Form will remain fixed for the first twelve (12) months following the Start of Initial Subscription Term. Annually, thereafter, Benefitfocus will increase the Recurring Services fees on an annual basis by 3%.
4. To the extent this Order Form has recurring annual or quarterly services and Client experiences an increase in its employee population loaded within the *Benefitplace* by 5% or more, Benefitfocus will invoice Client for such increase in all PEPY/PEPQ fees at the applicable Rate. For the avoidance of doubt, calculation of an increase in employee populations will be conducted at each applicable employee category level (e.g., Benefit Eligible Employees [Full], Benefit Eligible Employees [Voluntary Only] and Non-Benefit Eligible Employees) and will be pro-rated according to the number of months remaining in the then-current calendar year/quarter.
5. Client acknowledges that the recurring pricing herein is in material consideration for Client's agreement to enter into the multi-year subscription Term defined under this Order Form. To the extent Client is in material breach of the Agreement or this Order Form, Client shall be liable for the value of the fees for the remaining subscription Term.
6. **COBRA Administration Services:**
 - a. Benefitfocus will collect and retain COBRA administrative fees from COBRA Continuant in the amount of two percent (2%) of COBRA premiums or the maximum amount permitted by law, whichever is greater.
7. **Definitions:**
 - a. "Go-Live" is defined as the date that any benefit to be managed within the enrollment module is available for use by Client (or any Authorized Users) in a production environment.
 - b. An "Additional Benefitplace Data Source for Initial Load" means a third-party data source that is used to complete the initial data load of Client's employee data within *Benefitplace* during the initial *Benefitplace* implementation.
 - c. A "Vendor Data Interface" means a third party or Client-supplied data file source, which may include new, historical or replacement medical claim, prescription claim, eligibility and/or ancillary data file(s).
 - d. A "Benefit Eligible Employee" term used without reference to "Full" or "Voluntary Only" means both Benefit Eligible Employee (Full) and Benefit Eligible Employee (Voluntary Only).
 - e. A "Benefit Eligible Employee (Full)" means an employee that is eligible for at least one (1) medical, dental, vision, or other IRC Section 125 benefit type within the *Benefitplace*.
 - f. A "Non-Benefit Eligible Employee" means an employee that is not eligible for enrollment in a benefit configured within the *Benefitplace* and is either, (i) provided access to the Employee Communication Portal component of the *Benefitplace* or (ii) not provided access to the *Benefitplace* and, if applicable, is loaded within the *Benefitplace* solely for the purpose of performing data transmission and/or reporting functions.
 - g. An "Enrolled Employee with Dependent(s)" means a Client employee loaded within the *Benefitplace* that is enrolled in one or more configured benefit plans with a coverage level that includes at least one enrolled dependent.
 - h. A "HCM Integration Suite Data Integration Interface" means one data transmission link that includes up to one (1) inbound employee demographic file from Client's HR indicative or payroll system for importing within the *Benefitplace* and one (1) outbound deduction file exported to Client's HR indicative or payroll system from the *Benefitplace*.
 - i. A "Transmission Vendor Data Interface" means that an interface to transmit the applicable employee benefits data from Benefitfocus to the applicable vendor system is commercially available for enablement within *Benefitplace* and will be enabled, tested, and deployed within Client's production environment by Benefitfocus. This link also includes an API link made commercially available by Benefitfocus.
 - j. A "Transmission Project Vendor Data Interface" means that the applicable vendor benefit type will be enabled as a Data Capture link; provided, however, that Benefitfocus will add such request to its EDI development queue in order to convert to a Transmission Vendor Data Interface.
8. Any term used in this Order Form that is not defined herein shall have the same meaning ascribed to such term in the Agreement.
9. Certain services under this Order Form may be performed by Benefitfocus or Benefitfocus' subcontractors and vendors located abroad and/or onshore. Notwithstanding any such services performed by third parties, Benefitfocus shall remain liable for all services performed hereunder.
10. Client agrees to reimburse Benefitfocus for reasonable travel expenses approved in advance by Client for Professional Services for the implementation of the selected Software Services and understands that travel is not included within the fees presented herein and is an additional charge, which shall be invoiced at cost to the Client.
11. To the extent Client has selected for Benefitfocus to send a duplicate invoice in this Order Form, then, as a courtesy and convenience to Client, Benefitfocus agrees to provide a duplicate invoice, to make limited attempts to collect amounts due hereunder, and to accept payment under this Order Form. Such duplicate invoice shall not constitute a waiver of Client's obligation to pay for the Services and in the event of non-payment, Client shall remain liable for all amounts due hereunder.

Benefitfocus®**Order Form**

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

BENEFITFOCUS.COM, INC.

DocuSigned by:

Suzan LoCascio

64FA4CA92CE5447...

By: _____

Print: Suzan LoCascioTitle: Suzan LoCascio-AVP BU ControllerDate: June 27, 2024**School Board Of Clay County**By: *Susan Legutko*Print: Susan Legutko.Title: Assistant SuperintendentDate: 6/21/24

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

I. COBRA IMPLEMENTATION SERVICES:

A. Benefitfocus will:

1. schedule and host a discovery call explaining required documentation, tasks, and the implementation processes;
2. coordinate with Client or Client's previous third-party administrator regarding data needed to support the transition of COBRA Administration services from Client or Client's previous third-party administrator;
3. configure the COBRA Application;
4. enable automated eligibility notifications from the COBRA Application to Client's applicable carriers; and
5. perform quality assurance testing and production deployment.

II. COBRA ADMINISTRATION:

A. Definitions:

- A. "Carrier" or "Carriers" mean an insurer or health plan or other vendor of Client.
- B. "Client Funds" means funds provided to Benefitfocus by Client or by COBRA Continuant for the payment or funding of any premiums
- C. "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the related regulation and interpretations by the Department of Labor and the Internal Revenue Service.
- D. "COBRA Application" means a web-based application designed to enable Benefitfocus and the Client to perform administrative obligations associated with COBRA.
- E. "COBRA Continuant" means qualified beneficiaries electing COBRA continuation coverage.
- F. "COBRA-Eligible Plan" means one or more benefit plans that are subject to COBRA, including, but not limited to, medical, dental, vision, employee assistance plan, health flexible spending arrangement, and/or health reimbursement arrangement benefits a Client has established for its employees.
- G. "Covered Employee" means an employee that has enrolled in the employer's COBRA Eligible Plan(s).
- H. "Qualifying Event" shall have the meaning given under COBRA.
- I. "Services" shall mean the COBRA Administration provided herein.

B. COBRA Administration Services

- A. Benefitfocus' responsibilities for administering Covered Employee data management services will be dependent on the receipt of timely and accurate information from Client, including but not limited to plan designs, plan rates, and Qualifying Events.
- B. Covered Employee enrollments that are not maintained within the Benefitfocus Benefitplace application in accordance with Benefitfocus requirements are excluded from the COBRA Administration service.
- C. Benefitfocus will administer COBRA Administration services in accordance with all federal laws and regulations. Benefitfocus will not administer for state continuation laws (often referred to as mini-COBRA).
- D. Benefitfocus will distribute its standard General COBRA Notice by first class mail or other permitted distribution method to the last known address of each Covered Employee and, when required by applicable law, the covered spouse or the covered dependent as soon as reasonably possible, but no later than ninety (90) days from the benefit start date.
- E. Benefitfocus will distribute its standard COBRA Specific Rights Notice ("Notice") by first class mail or other permitted distribution method to the last known address of the COBRA Continuant as soon as reasonably possible but no later than fourteen (14) calendar days after receiving the information necessary to complete the election from the Client, or where applicable, from the COBRA Continuant. Benefitfocus has no obligation to resend any Notice returned undeliverable.
- F. Benefitfocus will process the Notice submitted by COBRA Continuant in accordance with applicable law and the Client's instructions. Client is responsible for providing all information not otherwise required to be provided by the COBRA Continuant that Benefitfocus reasonably believes is necessary to process election forms.
- G. Upon request by the Client, Benefitfocus will send an open enrollment form to last known address of the COBRA Continuant to the extent the Client has provided the information necessary to complete and distribute the open enrollment form. Benefitfocus will also process any requested mid-year changes in elections in

accordance with the Client's plan documentation and applicable law.

- H. Benefitfocus will notify the COBRA Continuant of the COBRA premium and the applicable due dates.
- I. Benefitfocus will collect premiums from COBRA Continuant(s) (or third parties on behalf of COBRA Continuant(s) where applicable). All premiums collected by Benefitfocus in accordance with the Order Form will be deposited into an account maintained by Benefitfocus. Benefitfocus will send to Client all premiums collected in accordance with the Order Form, reduced by a 2% administration fee, by the tenth (10th) day following the end of month in which the premiums were collected. Benefitfocus will submit premiums to appropriate third parties upon written instruction from the Client.
- J. Benefitfocus will send a notice by first class mail to the last known address of the COBRA Continuant indicating that COBRA coverage is terminating or has terminated. The notice of termination will be sent as soon as reasonably possible but no later than a reasonable amount of time after COBRA coverage has ended.
- K. Benefitfocus will provide responses to inquiries by providers and/or insurance carriers regarding coverage status of COBRA Continuant(s). All responses will be based solely on the information provided by Client and maintained by Benefitfocus.
- L. Benefitfocus will provide access to its standard reporting, including the listing of COBRA Continuant(s).
- M. Benefitfocus will provide a web-based application designed to enable the Client or COBRA Continuant to manage and process daily administrative obligations associated with the COBRA Services. The applications will be updated weekly via an integration from Benefitplace.
- N. A request from Client for distribution of non-standard notifications or inclusion of attachments with standard notifications will require scoping and an additional writing signed by the parties.
- O. Benefitfocus will provide support of COBRA Continuant telephone calls and customer inquiries related to COBRA benefits 24/7/365.
- P. Benefitfocus will charge a payment processing fee of up to \$20.00 when an on-demand credit/debit card payment or ACH debit payment is initiated, to the extent permitted by law and the applicable merchant operating rules and regulations. This fee will be payable by COBRA Continuant(s).
- Q. Benefitfocus will, when necessary, issue refunds to COBRA Continuant(s) by mailed check. Because payments received from or on behalf of COBRA Continuant(s) constitute Client Funds, in the event a COBRA Continuant fails to cash a refund check within the check's validity period, Benefitfocus will remit the refund amount to Client. For the avoidance of doubt, escheatment services for COBRA Continuant refund checks are not included in the Benefitfocus COBRA Administration Service.
- R. Client is responsible to reconcile its Carrier billings to online reports provided by Benefitfocus through the COBRA Application. Benefitfocus will not be liable for any failure of Client to reconcile its Carrier billings.
- S. Benefitfocus will not be liable for the payment or funding of any claims for benefits in connection with the plan, including, without limitation, where sought as damages in an action against Client or the plan, or for any activity or occurrences prior to the Effective Date of the Order Form, provided that such claims did not result from the Services performed by Benefitfocus in accordance with this Appendix.
- T. Benefitfocus will not be responsible for:
 - 1. any loss or damage suffered by any Participant, COBRA Continuant, the Client or the Client benefit plan, should Benefitfocus fail to give a required notice because Benefitfocus did not receive notice of an event for which a notice was required or the proper address to which the notice was to be sent;
 - 2. the funding of premiums by Client or by COBRA Continuant(s);
 - 3. disbursing any premiums of a COBRA Continuant other than as specified herein;
 - 4. any failure of Client to remit the benefit plan funds that Client receives from Benefitfocus to the Carriers;
 - 5. failure of delivery of any notice mailed by Benefitfocus using the COBRA Continuant information provided to Benefitfocus by Client; or
 - 6. upon receipt of any request from Client for a retroactive premium rate change, Benefitfocus will not be liable for collection of additional premium due or refund of excess premiums previously collected for any period prior to the Effective Date of the Order Form. Further, Benefitfocus will not be liable for the impact to the COBRA Continuant service experience caused by any retroactive premium rate changes requested by Client.

Benefitfocus®

CON-003759

Benefit Catalog Order Form

This Benefit Catalog Order Form ("Order Form") is valid only for adding Benefit Catalog products and related payroll changes for School Board of Clay County, FL (hereafter referred to as "Client"). This **Order Form is subject to all the terms and conditions of the Client Service Agreement and any applicable Order Form or Agreement to Purchase by and between Client and Benefitfocus.com, Inc. ("Benefitfocus").**

| | | | |
|---|--|------------------------|----------------|
| Date of Order Form (Effective Date) | 5/16/2024 | Account Manager | Anna Sanderlin |
| Is this being implemented Off-Cycle or at renewal? | At Renewal | | |
| Target Go-Live for EDI and Payroll* | 90 days from the date Benefitfocus receives this executed Order Form | | |
| Target Go Live Date for System Configuration(s) | 6/24/2024 | | |

**Provided the change defined in this Order Form is related to Client's Open Enrollment, the target go-live date may be modified accordingly based on the closure of Client's Open Enrollment or the defined schedule guidelines regarding the acceptance of the Open Enrollment files. If the change is during Client's in-flight implementation, the Target Go-Live date may be modified accordingly based on the defined schedule of the implementation. Product selections must be finalized no later than four (4) weeks prior to the target go live date (date that HR Admin testing is to begin during a client renewal; not when Open Enrollment is scheduled to begin which is usually 2 to 4+ weeks after that date)*

Section I. Client or Authorized User Contact for Implementation

| | |
|-------------------------|--|
| Name | Christina Deeley-Isais |
| Title | Supervisor of Risk Management & Employee Benefits |
| Email Address | christina.deeleyisais@myoneclay.net |
| Telephone Number | 904-336-6745 |



Benefit Catalog Order Form

Section II: HCM Integration Provider(s) and Data Transmission

| HCM Integration Suite Details* | |
|--|---|
| Is there a change in client's existing file type? HRIS Integration File - Enrollment based payroll (outbound) | HRIS Integration File - Enrollment based payroll (outbound): Addition of Payroll Attributes (up to the allowable maximum of 5) to accommodate new Benefit Catalog products. Filtering of Benefit Catalog plans at the benefit type level off file. |
| Current HRIS system name and version for Inbound File | Banner |
| Current Payroll or HRIS system name and version for Outbound File | Business Plus by PowerSchool |
| Client Contact Name and Email for HRIS/Payroll System | Name: Christina Deeley-Isais Email: christina.deeleyisais@myoneclay.net |

Requested by:

School Board of Clay County, FL

DocuSigned by:

Christina Deeley-Isais

36F801FC5F13448...

Christina Deeley-Isais

By: _____

Print: _____

Title: Supervisor of Risk Management & Employee Benefits

Date: May 21, 2024

<<APPENDIX A FOLLOWS>>



Benefit Catalog Order Form

Appendix A

Carrier Benefits Information: System Configuration and EDI Data Transmission

| | Benefit Catalog Provider | Aflac | |
|-------------------------------------|---------------------------|--|------------------|
| | Benefit Types | Transmission Method | Billing Method |
| <input checked="" type="checkbox"/> | Hospital Indemnity | eLink / iMax (5x) | Payroll Deducted |
| | Carrier Contact Person(s) | Kevin McFadden | |
| | Email(s) | KMcFadden@aflac.com | |
| | Phone number(s) | 843-494-4666 | |
| | | | |

**AMENDMENT 3 TO HEALTH INSURANCE
BENEFITS ENROLLMENT SERVICES AGREEMENT
BETWEEN THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA AND
BENEFITFOCUS.COM, INC.**

This Amendment to the Health Insurance Benefits Enrollment Services Agreement (hereafter “original Agreement”) between **BENEFITFOCUS.COM, INC.** (“Benefitfocus”) and **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA** (“Board”), collectively referred to as “the Parties,” which original Agreement was entered into by the parties on June 13, 2018, and was duly executed by Alpana Wegner as the Vice President and Corporate Controller of Benefitfocus and Addison G. Davis, Superintendent of Schools, acting with the authority of the Board, shall become effective on the date last executed by either of the parties and shall serve to modify the Agreement as set forth herein.

WHEREAS, Benefitfocus, has agreed to provide “ACA Compliance Solutions, Powered by Tango Health” to the Board, and

WHEREAS, said Subscription Term shall end on July 18, 2025 to coincide with the original Agreement Initial Subscription Term as amended per Amendment 2 to the Order Form of original Agreement, and

WHEREAS, Benefitfocus shall provide said ACA Compliance Solutions, Powered by Tango Health at an annual minimum fee of \$30,000 to the Board, and

WHEREAS, the parties wish to amend their original Agreement to include the ACA Compliance Solutions, Powered by Tango Health offered by Benefitfocus, the details of which are set forth in the Exhibit “B” which is attached hereto,

NOW THEREFORE, the Parties have mutually agreed to modify the terms of the original Agreement as follows:

1. The Health Insurance Benefits Enrollment Services Agreement is amended to include the document attached hereto as Exhibit "B", which consists of eight (8) pages and includes two (2) separate documents which are titled sequentially, "Order Form: ACA Compliance Solutions, Powered by Tango Health"; and Appendix A: ACA Compliance Solutions".

2. All terms and conditions of the documents of Exhibit "B", referenced in numbered paragraph 1 are hereby incorporated in the original Agreement. The execution by the parties, of this Amendment and the Order Forms contained in Exhibit "B" affirm this intent of the parties.

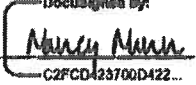
3. All other terms and conditions of the original agreement, together with the all attachments to the original agreement, and Amendment 1, and Amendment 2, shall remain unmodified and in full force and effect.

3. The only effect of this Amendment is to modify the original Agreement, as set forth herein.

IN WITNESS WHEREOF, the parties, by the execution of this Amendment by their authorized representatives below, bind themselves to all terms of this Amendment to the original Agreement and to the remaining unmodified terms of the Original Agreement, Amendment 1 and Amendment 2.

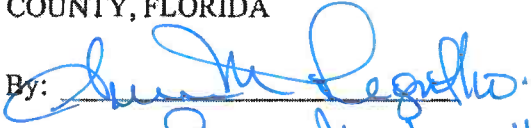
AS TO CONTRACTOR:

BENEFITFOCUS.COM, INC.

By: 
Print Name: Nancy Nunn
Title: Corporate Controller
Date: December 12, 2022

AS TO BOARD/DISTRICT:

THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA

By: 
Print Name: Susan H. Legutko
Title: Assistant Superintendent
Date: December 16, 2022

Pursuant to the terms and conditions set forth in the Client Services Agreement ("Agreement") between Benefitfocus.com, Inc. ("Benefitfocus") and The School Board of Clay County, Florida ("Client") (collectively the "Parties") and this Order Form, the Parties agree that Benefitfocus will provide to Client those Software Services identified herein. The Professional Services and/or Software functionality (as applicable) are defined in the attached appendices.

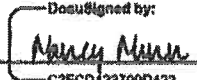
| I. Client Information | | | | | |
|--|-------------------|---|---------------------|---|-------------|
| <input type="checkbox"/> New Client | | <input checked="" type="checkbox"/> Existing Client | | <input type="checkbox"/> System Integrator Implementation | |
| <input type="checkbox"/> Reseller | | | | | |
| 1. Client Name: | | The School Board of Clay County, Florida | | | |
| 2. Address: | | On file | | | |
| 3. Effective Date: | | June 1, 2022 | | | |
| 4. Target Go-Live Date: | | October 1, 2022; provided this Order Form is signed by Client and return to Benefitfocus no later than 15 days after Effective Date | | | |
| 5. Start of Initial Subscription Term: | | October 1, 2022 | | | |
| 6. End of Initial Subscription Term: | | July 18, 2025 | | | |
| 7. Account Executive: | | Brad Whalen | | | |
| 8. Client Contact (name, phone number and email): | | On file | | | |
| 9. Invoice Contact (name, email, address and county): | | On file | | | |
| 10. Duplicate Invoice: (Yes/No): | | No | | | |
| 11. Duplicate Invoice Contact Information (name, email, address): | | Not applicable | | | |
| II. Recurring Software Services Fees: | | | | | |
| A. Services Description | Invoice Frequency | Rate | Employee Type | Minimum Quantity | Minimum Fee |
| ACA Compliance Solution | Annual | \$6.00 | Included Individual | 5,000 | \$30,000 |
| B. Order Form Terms and Conditions | | | | | |
| 1. Professional Services shall commence upon the second signature of this Order Form, and continue until Acceptance, as defined below. | | | | | |
| 2. Acceptance procedures are as follows: | | | | | |
| a. The ACA Compliance Solution Services will be Accepted upon the earlier of; (i) Client uses the ACA Compliance Solution Services under essentially normal operating conditions, or (ii) Client fails to reject the ACA Compliance Solution Pro Services within ten (10) business days of Benefitfocus' notice that the ACA Compliance Solution Services have been completed. The completion of the ACA Compliance Solution Services is the date that the Client's site is created, the customer has provided data files to be imported and the first import of data has been completed into the production environment. | | | | | |
| a. Should Client reject the ACA Compliance Solution Services, such rejection must be accompanied by an explanation of the reasons for the rejection, including specific references to those portions of any relevant schedule, deliverable, acceptance criteria, or product Documentation, which is the basis for the rejection, including identifying those deficiencies that must be corrected in order for the ACA Compliance Solution Services to be Accepted. Client shall not offer as the basis for any rejection, and Benefitfocus shall not be required to correct, (i) any minor imperfections or defects that do not materially impair the operation or utility of any deliverable or the ACA Compliance Solution Services; or (ii) lack of data transmission to any non-integrated carriers; or (iii) any delays caused by Client or Client's carriers or vendors. | | | | | |
| 3. Client agrees to reimburse Benefitfocus for reasonable travel expenses approved in advance by Client for Professional Services for the implementation of the selected Software Services and understands that travel is not included within the fees presented herein and is an additional charge, which shall be invoiced at cost to the Client. | | | | | |
| 4. At the End of the Initial Subscription Term, and any renewal term thereof, the recurring Software Services shall automatically renew for additional one (1) year terms (each a "Renewal Term"), unless either party provides written notice of its intent to not renew not less than ninety (90) days prior to the end of the then current term. In the event Client wishes not to renew this Order Form, Client must give Benefitfocus written notice of intention to not renew according to the timeframes defined herein and prior to the expiration of the then-effective period. Any such notice must be sent to Benefitfocus by email to Legal1@Benefitfocus.com or as required by the Agreement. Notices sent to Benefitfocus via any other method are not effective and will not result in non-renewal of this Order Form. | | | | | |
| 5. ACA Compliance Solution Services: | | | | | |
| a. Benefitfocus will invoice the minimum recurring Software Services fees defined herein upon execution of the Order Form, for the applicable reporting period, which includes reporting on the applicable reporting period data to employees / Included Individuals and the IRS, based on an estimated 5,000 Included Individuals, and annually thereafter for subsequent reporting periods for as long as the Order Form is in effect. If the actual number of Included Individuals from January 1 – December 31 of the reporting year exceeds the estimate above by more than 5%, Benefitfocus will send a balance due invoice reflecting any amounts that remain due. | | | | | |
| b. "Included Individual" is defined as the number of W2s, and former employees that receive benefits either through self-insured retirement plans or COBRA. | | | | | |
| c. Included Individuals above 5,000 will be invoiced at \$3.00 per Included Individual per year. | | | | | |

Benefitfocus**Order Form**


- d. **Postage and Shipping Costs:** On or before October 31, Client must make a refundable deposit to cover the estimated postage and shipping fees. This deposit equals Client's estimated number of Tax Forms multiplied by the estimated cost of mailing or shipping those Tax Forms. This deposit will be applied towards the postage and shipping fees incurred in performing the Tax Form Services. The postage and shipping costs will be determined each year based on the rate provided by the carrier chosen. Once the Tax Forms have been sent, Benefitfocus will send a balance due invoice or a credit memo for the difference in actual postage costs versus the estimated postage costs.
- e. **Reissue and corrections:** Each year Benefitfocus will provide Client with an allotment of reissue and corrections equal to 5% of the number of Tax Forms issued. If Client exceeds its annual allotment of reissue and corrections, a charge of \$7.50 for each reissue or correction generated in excess of the allotment will be issued.
6. Any hours or services not included in the fees noted above or not contemplated by this Order Form will require a separate Order Form, or Amendment, including but not limited to Customer Helpdesk services.
7. The fees set forth in the Order Form will remain fixed for the first twelve (12) months following Deployment. Annually, thereafter, Benefitfocus will increase the Ongoing Software Services fees on an annual basis by the greater of 3% or CPI-U.
8. Certain services under this Order Form may be performed by Benefitfocus or Benefitfocus' subcontractors and vendors located abroad and/or onshore. Notwithstanding any such services performed by third parties, Benefitfocus shall remain liable for all services performed hereunder.

This Order Form is accepted and agreed to by:

BENEFITFOCUS.COM, INC.

By: 
DocuSigned by:
C2FCD423700D422...
 Print: Nancy Nunn
 Title: Corporate Controller
 Date: June 8, 2022

The School Board of Clay County, Florida

By: 
 Print: Susan M. Legutko
 Title: Assistant Superintendent
 Date: 6/16/22



Appendix A: ACA Compliance Solution

APPENDIX A

ACA Compliance Solution, Powered by Tango Health

ACA Compliance Solution Services:

The following items are included with the ACA Compliance Solution:

ACA Client Services Manager

An assigned ACA Client Services Manager with the following roles and responsibilities:

- Participates in relevant portions of the implementation process to support the ACA Implementation Project Manager throughout the project.
- Provides education on ACA core topics: Variable hour tracking, Affordability requirements, Data exception reporting, managing changes ongoing, IRS requirements through 1095-C and 1094-C regulations, and utilizing Benefitfocus' ACA Services.
- Monthly report review webinar to discuss latest reports and findings, ensure accuracy and understanding, and advise on how to address long-term challenges or policy changes required.
- On-demand support via phone or e-mail to core client IT, HR, and Payroll team through the life of the relationship.
- Delivers ad hoc news, information, blog posts, articles, regulation updates, or software enhancement notices to core client team.
- Reviews organizational profile decisions made between client and ACA Implementation Project Manager and familiarizes with the risks and long-term challenges identified during the implementation phase.

ACA Reporting Package

Comprehensive, easy-to-understand dashboard:

- Data Quality Reports:
 - Data anomaly analysis to ensure data is cleaned and monitored
- Measurement Period Reports:
 - Accessibility of benefits for eligible employees
 - Monthly tracking for offering or terminating benefits coverage
- Organizational View:
 - Forecasting for resource trends and needs
 - Maintaining 95% MEC offer
 - Health exchange verification management
 - IRS audit protection
 - IRS 6055 and 6056 reporting preparation and submittal
- Affordability Reports:
 - Calculated affordability for benefits-eligible employee

Data quality is key to accurate ACA Reporting. After the first data feed, the ACA Client Manager reviews the Data Quality Report and will alert Client of any potential issues such as inaccurate or missing data and poor processes in time and attendance systems.

After Benefitfocus determines which 'look-back' period best fits a client, monthly Measurement Period Reports are generated. These reports include a collection of New Hire, Mid-Measurement Period, and Final Measurement Period reporting. Each view shows how employees within the specific period are trending, the current threshold of influence on whether variable hour employees become ACA benefits eligible at the end of the period, and the results of concluded measurement periods. The reports will also track projected results as well.

The Affordability view shows currently calculated affordability using appropriate safe harbors. Additionally, the maximum monthly allowable premium is reported along with the lowest hourly rate allowed for benefits-eligible employees, allowing for 'what-if' analysis. Benefitfocus also alerts clients on possible future incidents of unaffordability due to benefits-ineligible employees trending eligible.

The Organizational View provides a detailed view of actionable compliance risks based on Data Quality, Affordability, and Measurement Period results. This summary type view allows for a range of visibility across the Client, including the ability to drill-down into designated subsidiaries and their employees. Clients can utilize the information in this section to respond to HHS or IRS inquiries, view their monthly MEC offer status, and validate employee 1095-Cs and 1094-Cs.



Appendix A: ACA Compliance Solution

Secure audit trail

Should the client receive a penalty notice for an issue not indicated by the ACA Compliance Solution, Benefitfocus will deliver a full audit trail to support the client in contesting the penalty notice. Information on whether benefits were affordable for each month the employee was eligible will also be provided, as well as dates of offered and waived coverage.

Preparation and transmission to IRS for 1095-C and 1094-C reporting

Generate the data to populate 1094-C and 1095-C forms for employees, retirees, or COBRA recipients over the tax year in question. Electronic and secure transmission of 1094-C and 1095-C to the IRS.

Calculation of potential penalty risk from ineligible employees receiving subsidies at public exchanges

On a monthly basis the ACA Client Services Manager provides an outlook on the potential penalty risk for offering unaffordable coverage.

Analysis and response of Employee Subsidy Appeal Requests

If the employee requests a subsidy from the exchange and the Client receives a notice, Benefitfocus will provide the eligibility and affordability data for the employee in question. The employee dossier will include:

- Full time or part time status
- Health benefits eligibility
- Enrollment status
- Affordability determination based on applicable Safe Harbors

The ACA Client Services Manager will review the Employee Subsidy Appeal Requests, and provide the research necessary for an appeal, including:

- Maintain library of up-to-date appeal forms for each Exchange
- Receipt and storage of all Exchange documents and notices, including any supplementary documents provided by the client
- Provide preliminary analysis based on the client's data
- Provide data to complete as much of the form as possible and once forms are finalized will pre-fill using our data
- If allowed (either through exchange process or if no signature or supplemental data required) will submit to exchange electronically on client's behalf

SaaS Add-ons:

The following outlines services that can be included beyond the base implementation for more complex entities.

Additional ACA system configurations

If client has more complex ACA parameters, additional system configurations may be required. While possible to determine this prior to contract execution, decisions during implementation may require additional system configurations. Some examples are: benefits plan year, fully-vs-self-insured status, standard measurement and stability period elections, initial measurement and stability period elections, administration period lengths, waiting period lengths, and Client policy for offering benefits. A single system configuration will have up to 10 User logins and operates independently of other system configurations.

Additional consulting hours

If client has ongoing changes or customizations beyond standard file specifications, they may need additional hours beyond the standard servicing package.

Each additional data feed

More complex arrangements will be considered and priced according to complexity.

Each additional SFTP set up

This work includes interpreting secure FTP submission form, communications between Benefitfocus and Client to establish credentials, lock down to Client-requested IP addresses, exchanging of encryption keys, testing, and ongoing maintenance and receipt of files. This does not include ongoing monitoring or reminders of file schedules.

Benefitfocus

Appendix A: ACA Compliance Solution

Complex measurement / stability groups

Measurement/stability groups that are unanticipated will need to be scoped and priced accordingly (3 month measuring periods, unorthodox interpretation of law).

Health Insurance Marketplace Notification

For an employee notice about the existence of public marketplaces, Benefitfocus can advise and provide formatted documentation to the Client upon request.

IRS audit assistance

If Client is audited and needs support beyond what the Benefitfocus ACA Compliance Solution provides, Benefitfocus can provide audit assistance at a consulting rate of \$250/hour. This will need to be scoped and priced accordingly.

ACA Compliance Solution Implementation

The following outlines what is included in the base implementation fee for the Benefitfocus® ACA Compliance Solution, Powered by Tango Health®. The base implementation includes 12-month look-back period length with appropriate historical data gathering.

Single ACA compliance system configuration

Benefitfocus' compliance system is configurable to allow and accommodate for complex divisions or employers to operate independently based on their ACA parameters: benefits plan year, fully-vs-self-insured status, standard measurement and stability period elections, initial measurement and stability period elections, administration period lengths, waiting period lengths, and Client policy for offering benefits. A single system configuration will have up to 10 user logins and operates independently of other system configurations.

One data feed

One set of data feeds (up to 6 file types) through one "pipe". A single data feed is considered to be the Client using Benefitfocus' data specifications (format and logistics), up to 6 file types, to communicate information from the systems to Benefitfocus.

File specification

Benefitfocus requests that data be provided in a standard CSV format. (Refer to Comma Separated Values, RFC 4180 for details). The UTF-8-character encoding is used for all files. Benefitfocus can provide a Data Specification document to describe the standard file formats used by Benefitfocus for file-based integration with our client employers' HR/payroll systems with the execution of a signed NDA. (Note: If clients require that Benefitfocus work with a file format that does not match the Benefitfocus file specification, Benefitfocus will scope the requirements and provide consulting at an additional charge; \$250/hour.)

Initial implementation

- Up to 30 consulting hours (for full description, refer to sample implementation timeline), to include:
 - Lead kickoff call and follow-up data specification call
 - Manage implementation timeline, document action items
 - Facilitate weekly meetings, including preparation and off-line work
 - Facilitate education session on data specifications, ACA employer and individual mandate education
 - Create organizational profile for ACA compliance strategy, including a review of measurement and stability periods
 - Review of initial prospective 1095-C codes
- One (1) SFTP secure data transfer setup
 - Set up SFTP (Secure File Transfer Protocol) between customer and Benefitfocus Health, includes IP addresses for whitelisting, encryption keys, credentials, etc.
- System configuration creation
 - Transferring data collected during on organization profile to test and production site
 - Setup of authorized users
 - Introduction to ACA Client Services Manager for user training
- Up to 15 consulting hours for End-to-end Data quality process –
 - Analysis of file format adherence
 - Client sends data to check format
 - Benefitfocus provides File Formatting Error Report
 - Client fixes all formatting errors & sends corrected files

Benefitfocus

Appendix A: ACA Compliance Solution

- Benefitfocus confirms all formatting errors are fixed
- o Analysis of look-back historical data quality prior to moving to production
 - Benefitfocus loads historical data into test environment, providing First Data Quality Report
 - Client provides all corrected data
 - Benefitfocus reloads historical data and provides Lookback Period Report
 - Data loading iterations
 - Migrate data to production environment
- o Analysis of IRS Codes generated
 - Benefitfocus provides Summary of 1095-C Code Results
 - Data iterations on correcting any 1095-C data
 - Benefitfocus tests 1095-C data feed to fulfillment service
 - Benefitfocus provides feedback on critical and material IRS changes

Gather of look-back period data

In order to provide measurement and affordability reporting, historical data gathering is included in the initial implementation fee.

Customer responsibilities

- Customer is responsible for the source system(s), payroll, HRIS, COBRA, timekeeping, LOA, etc.
- The purpose of the initial implementation is to get the needed feeds and data formats working to the Benefitfocus specification for ACA compliance.
- All data correction changes worked for ACA compliance into the Benefitfocus system need to be correspondingly updated in the Customer source system(s).
- Post Implementation - If the customer did (or does) not make changes to the source systems and continues to provide data that needs to be corrected and modified for ACA compliance then Benefitfocus reserves the right to charge custom modification fees or re-implementation fees for the re-doing of this work.

Completion of Implementation ("Move to Production")

The completion of implementation is the date that the Client's site is created, the customer has provided data files to be imported and the first import of data has been completed into the production environment.

Implementation complexities – add-ons

The following outlines services that can be included beyond the base implementation for more complex entities

Additional consulting hours

If additional hours are needed beyond the basic 30-hour implementation period for items such as:

- Additional kickoff meetings for multiple sites or audiences
- Customizations to standard file specifications

Additional data feeds

More complex arrangements will be considered and priced according to complexity. Receipt of data from third parties can be accepted but may require additional scoping.

Additional ACA system configurations

If client has more complex ACA parameters, additional system configurations may be required. While possible to determine this prior to contract execution, decisions during implementation may require additional system configurations. Some examples include: benefits plan year, fully-vs-self-insured status, standard measurement and stability period elections, initial measurement and stability period elections, administration period lengths, waiting period lengths, and Client policy for offering benefits. A single system configuration will have up to 10 User logins and operate independently of other system configurations.

Additional SFTP set up

This work includes interpreting Secure FTP submission form, communications between Benefitfocus and Client to establish credentials,

Benefitfocus

Appendix A: ACA Compliance Solution

lock down to Client-requested IP addresses, exchanging of encryption keys, testing, and ongoing maintenance and receipt of files. This does not include ongoing monitoring or reminders of file schedules.

Direct data feeds (also referred to as "maximum exports of information from the customer systems")

The client can contract with Benefitfocus for Benefitfocus to receive direct data feeds from the Client's various systems so that Benefitfocus is responsible for pulling the Customers data into Benefitfocus' specifications.

Up to 280 consulting hours to map data fields from up to five ("5") Client source feeds into Benefitfocus' File Specification formats in order to load data into the Suite:

- Includes: Connor Strong, ADP, Benefits Connect, MetLife, PayFlex with a frequency of monthly updates.

The consulting hours will include discussions, both verbal and written, between Benefitfocus and Client to gather requirements, discuss Client preferences and specifics, development of functional requirements, programming, setup, testing, and installation of the data mapper. In addition, the consulting hours include interpretation of data (e.g., generating derived information, required data for compliance or adjustments from source data), or collection/holding of data to match frequency differences between multiple feeds.

1095-C Fulfillment via Electronic and Print / Mail

The following outlines 1095-C fulfillment of services

Electronic or Paper delivery of the form, online access for client administrators or employees to access original or request reissue of 1095 C tax forms ("Tax Form").

To fulfill the original printing, original electronic distribution, reissue, correcting and data warehousing ("Tax Form Services")

Benefitfocus will provide, or upon request, may provide Client with:

- Web-based system that Client's employees can use to access the Tax Form Services
- Benefitfocus will utilize the same ACA Client Services Manager who is responsible for communications with Client regarding its ACA Services
- Benefitfocus will provide and maintain a single, non-customizable URL that Client can use in connection with the Tax Form Services. (By default, the URL will be in the form, www.paperlessemployee.com/Client-Name)
- Print and distribute, or electronically distribute original Tax Forms by January 31 of each year that the Order Form is in effect. Online access to Client's employees' Tax Forms during the term of the Order Form.
- Maintain Client's Tax Forms during the term of the Order Form.
- An allotment of reissue and corrections is included as follows:
 - Each year the Order Form is in effect, Benefitfocus will provide Client with an allotment of reissue and corrections. The number of reissues and corrections allotted to Client is calculated by multiplying the estimated Tax Form volume by 5%.
 - A reissue or correction can be initiated by an employee or by the Client
- All original production mail will be sent via the carrier chosen.
- To complete Tax Form Services on time, Benefitfocus will produce the Final Data File utilizing client data passed no later than December 31st of each year. The term "Final Data File" means that:
 - Client has reviewed the data file and the data it contains confirming that all data it contains is accurate and complete.
 - Client has reviewed the totals stated in the Benefitfocus' Total Reports and agrees that the totals in the Totals Reports are accurate and match Client's internal system totals.
 - The data file does not require any type of change, modification, or amendment whatsoever, and Benefitfocus may immediately begin printing or distributing the Tax Forms associated with the data file.

Client responsibilities

The following are the responsibilities of Client during the term of the Order Form.

- The Client will provide a primary contact to coordinate their responsibilities.
- All relevant Data Quality issues must be resolved on or before November 1st of each year.
- Client must provide a written confirmation validating that the data file produced by Benefitfocus is the Final Data File before Benefitfocus will print or electronically distribute any of the Tax Forms relating to that file. The Final Data File must be approved by January 20th of each year the Order Form is in effect. If Client misses the deadline for the Final Data File and still



**Appendix A:
ACA Compliance Solution**

wants to meet the reporting deadline, a \$1,000 per day late fee would apply. Client understands and agrees that Benefitfocus will use the Final Data File to generate original, reissue, and corrected Tax Forms.

- Within three business days of receiving the Final Data File from Benefitfocus, Client must approve the Final Data Files that contains the information that will be used to create the Tax Forms that will be shipped or mailed.
- For any Final Data Files approved after the deadline above, Benefitfocus will not be liable for any damages arising out of the failure to mail or electronically distribute the Tax Forms by the regulatory deadline, including any fines or penalties arising therefrom.
- Title to and risk of loss for completed Tax Forms passes to Client at the time the Tax Forms are delivered either to the USPS, a commercial mail receiving agency, or a nationally recognized courier (e.g., UPS, etc.).

Add-on 1095-C Fulfillment Services

At Client's request, Benefitfocus can provide the following additional services as described below:

- Additional URL's
- Single Sign-on
- Original PDF copies delivered to Client address(es) (vs employee addresses)
- Benefitfocus can create copies of Tax Forms in PDF format - Tax Forms will be marked, "Reissued Statement"
- Reissues and Corrections in excess of allotment



Amendment No. 2 to the Order Form

This Amendment No. 2 ("Amendment") to the **Order Form dated July 11, 2018** ("Order Form"), is between Benefitfocus.com, Inc. ("Benefitfocus") and the School Board of Clay County, Florida ("Client") and is made on August 16, 2021.

WHEREAS, the parties entered into the Order Form in order for Benefitfocus to provide Client with software services; and

WHEREAS, the parties agree to extend the term and modify the employee count; and

WHEREAS, Benefitfocus agrees to offer Client an annual credit to be used for services rendered; and

WHEREAS, the parties agree to amend the Order Form under the terms and conditions of this Amendment and include said modifications.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound Benefitfocus and Client hereby agree as follows:

1. **Term.** The current term of the Order Form shall now be extended through July 18, 2025.
2. **Section I. Subsection 6. Employee Count.** Effective August 1, 2021, this section is deleted in its entirety and replaced with the following.

Employee Count: 4,800 Enrollment Eligible (Full)
 0 Enrollment Eligible (Voluntary Only)
 0 Non-Enrollment Eligible

3. **Section IV.A.4. Ongoing Services Terms & Conditions.** This section is deleted in its entirety and replaced with the following.

The fees set forth in the Order Form will remain fixed through July 18, 2025. Annually, thereafter, Benefitfocus will increase the Ongoing Software Services fees on an annual basis by the greater of 3% or, CPI-U.

4. **Credit.** Upon second signature of this Amendment, Benefitfocus will place a \$40,000 non-refundable credit on Client's account to be used only towards Benefitfocus Marketplace recurring services currently invoiced but not paid as of the Effective Date or future services ordered after the Effective Date. Annually thereafter, Benefitfocus will continue to place a \$40,000 non-refundable credit on Client's account each contract year until the termination date of July 18, 2025.
5. **Prior Agreement.** Except as expressly amended herein, all other terms and conditions as set forth in the Order Form shall remain in full force and effect. The Order Form shall remain and continue in full force and effect and shall continue to be binding on the parties hereto. This Amendment is hereby incorporated into the Order Form and by reference. To the extent that there is any inconsistency between the Order Form and this Amendment, this Amendment shall prevail. Capitalized terms used herein shall have the same meanings as are set forth in the Order Form, as applicable, unless stated otherwise.
6. **Authority to Enter into an Agreement.** Each party represents and warrants that (i) it has all requisite corporate power and authority to enter and perform pursuant to this Amendment; (ii) the execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; (iii) this Amendment has been duly executed and delivered by such party; and (iv) no other person or entity other than those set forth in this Amendment has any interest in the subject matter referred to in this Amendment.

All terms and conditions of the Order Form which are not hereby amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto by their duly authorized representatives executed this Amendment.

Benefitfocus®

BENEFITFOCUS.COM, INC.

DocuSigned by:

By:

Nancy Nunn

C2ECD423700D422

Print:

Nancy Nunn

Title:

Corporate Controller

Date:

October 18, 2021

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By:

Mary S. Bella

Print:

Mary S. Bella

Title:

Board Chair

Date:

10/17/21

**AMENDMENT TO HEALTH INSURANCE
BENEFITS ENROLLMENT SERVICES AGREEMENT
BETWEEN THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA AND
BENEFITFOCUS.COM, INC.**

This Amendment to the Health Insurance Benefits Enrollment Services Agreement (hereafter "original Agreement") between **BENEFITFOCUS.COM, INC.** ("Benefitfocus") and **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA** ("Board"), collectively referred to as "the Parties," which original Agreement was entered into by the parties on June 13, 2018, and was duly executed by Alpana Wegner as the Vice President and Corporate Controller of Benefitfocus and Addison G. Davis, Superintendent of Schools, acting with the authority of the Board, shall become effective on the date last executed by either of the parties and shall serve to modify the Agreement as set forth herein.

WHEREAS, Benefitfocus, as a gesture of good will, has agreed to provide "Content Management Services" to the Board, and

WHEREAS, said services will be provided for a period of one year from the date of execution of this Amendment, and

WHEREAS, Benefitfocus shall provide said Content Management Services at no cost to the Board, and

WHEREAS, the parties wish to amend their original Agreement to include the Content Management Services offered by Benefitfocus, the details of which are set forth in the Exhibit "A" which is attached hereto,

NOW THEREFORE, the Parties have mutually agreed to modify the terms of the original Agreement as follows:

1. The Health Insurance Benefits Enrollment Services Agreement is amended to include the document attached hereto as Exhibit "A", which consists of seven (7) pages and includes three (3) separate documents which are titled sequentially, "Order Form: Content Management Services"; Appendix A: Content Management Services; and Payroll Order Form". 2. All terms and conditions of the documents of Exhibit "A", referenced in numbered paragraph 1 are hereby incorporated in the original Agreement. The execution by the parties, of this Amendment and the Order Forms contained in Exhibit "A", affirm this intent of the parties.

3. All other terms and conditions of the original agreement, together with the all attachments to the original agreement, shall remain unmodified and in full force and effect.

3. The only effect of this Amendment is to modify the original Agreement, as set forth herein.

IN WITNESS WHEREOF, the parties, by the execution of this Amendment by their authorized representatives below, bind themselves to all terms of this Amendment to the original Agreement and to the remaining unmodified terms of the Original Agreement.

AS TO CONTRACTOR:

BENEFITFOCUS.COM, INC.

By: _____

ALPANA WEGNER

Title: V.P., Corporate Controller

Date: 3/5/19

AS TO BOARD/DISTRICT:

THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA

By: _____

ADDISON G. DAVIS

Title: Superintendent of Schools

Date: 3/11/19

BENEFITFOCUS®

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Order Form: Content Management Services

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

| | | |
|--|--|--|
| I. Client Information <input type="checkbox"/> New Client <input checked="" type="checkbox"/> Existing Client <input type="checkbox"/> System Integrator Implementation <input type="checkbox"/> Reseller | | |
| 1. Client Name: School Board of Clay County, Florida | 2. Address: On File | |
| 3. Effective Date: March 11, 2019 | 4. Target Go-Live Date: 120 days from second signature of this Order Form | 5. End of Initial Subscription Term: July 11, 2020 |
| 6. Employee Count: On File | 7. Account Executive: Vincent Furlani | |
| 9. Implementation Contact (name, email): On File | 8. Solutions Engineer: Chris Clifford | |
| 11. Duplicate Invoice: (Yes/No) No | 10. Invoice Contact (name, email, address, and county): On File | |
| | 12. Duplicate Invoice Contact Information (name, email, address): Not Applicable | |
| II. Services | | |
| IMPLEMENTATION & SOFTWARE SERVICES | | |
| <input type="checkbox"/> BENEFITFOCUS® MARKETPLACE SOFTWARE SERVICES | | |
| Benefitfocus Marketplace Product Upgrades | | |
| <input type="checkbox"/> Advanced Branding | | |
| <input type="checkbox"/> Guided Shopping | | |
| <input type="checkbox"/> Platform Usage Stats | | |
| <input type="checkbox"/> Single Sign-On (SAML 2.0) | | |
| <input type="checkbox"/> Additional Payroll deduction file integration | | |
| <input type="checkbox"/> Initial Data Load (2 or more Data Sources) | | |
| <input type="checkbox"/> Total Compensation App | | |
| <input type="checkbox"/> Self Service | | |
| <input type="checkbox"/> Full Service | | |
| <input type="checkbox"/> Implementation | | |
| <input type="checkbox"/> Data Refresh | | |
| <input type="checkbox"/> Additional data sources | | |
| <input type="checkbox"/> Employee segmentation | | |
| <input type="checkbox"/> One Time Dependent Audit (Enrolled Employees with Dependents) | | |
| <input type="checkbox"/> Benefitfocus ACA Management & Reporting | | |
| <input type="checkbox"/> Optional Data Support Services | | |
| <input type="checkbox"/> Paper Fulfillment Services (ACA Management & Reporting) | | |
| <input type="checkbox"/> ACA Max (Standard Benefitfocus Data Integration) | | |
| <input type="checkbox"/> BENEFITFOCUS® Analytics | | |
| <input type="checkbox"/> Core Analytics | | |
| <input type="checkbox"/> Advanced Analytics | | |
| <input type="checkbox"/> Additional Data Sources (In Excess of Three) | | |
| <input type="checkbox"/> Additional Services: | | |
| <input type="checkbox"/> Annual Subscription Training | | |
| <input type="checkbox"/> One Time Training | | |
| <input type="checkbox"/> Benefitfocus Benefits Service Center | | |
| <input type="checkbox"/> Employee Services | | |
| <input type="checkbox"/> Employee Services Plus Administrative Services | | |
| <input type="checkbox"/> Fulfillment Services | | |
| <input type="checkbox"/> Standard Open Enrollment Confirmation Statements | | |
| <input type="checkbox"/> Standard Ongoing New Hire Packets | | |
| <input type="checkbox"/> Custom Fulfillment Services | | |
| <input type="checkbox"/> Extended Hours | | |
| Benefitfocus Professional Services | | |
| <input checked="" type="checkbox"/> Content Management Services: | | |
| <input checked="" type="checkbox"/> One Time | | |
| <input type="checkbox"/> Refresh | | |
| <input type="checkbox"/> Migration | | |
| <input type="checkbox"/> Additional hours | | |
| <input type="checkbox"/> Ongoing Subscription | | |
| <input type="checkbox"/> Custom Report | | |
| <input type="checkbox"/> Transmission Project | | |
| <input type="checkbox"/> Business Restructuring Services | | |
| <input type="checkbox"/> Annual | | |
| <input type="checkbox"/> One Time | | |
| <input type="checkbox"/> Video Production Services | | |
| <input type="checkbox"/> Style A | | |
| <input type="checkbox"/> Style B | | |
| <input type="checkbox"/> Extend to 8 Minutes | | |
| <input type="checkbox"/> Style C | | |
| <input type="checkbox"/> Extend to 8 Minutes | | |
| <input type="checkbox"/> Additional On-Screen Talent | | |
| <input type="checkbox"/> Make-Up | | |
| <input type="checkbox"/> Expediting Fee | | |
| <input type="checkbox"/> Video Hosting Services | | |
| <input type="checkbox"/> One Place Registration Services | | |
| ACCOUNT ADMINISTRATION SERVICES | | |
| WageWorks, Inc. | | |

| | |
|---|--|
| BENEFITFOCUS[®] All Your Benefits. One Place. [®] | Order Form: Content Management Services |
| | |

| | | | |
|---|--|--|---|
| <input type="checkbox"/> COBRA <input type="checkbox"/> Full Open Enrollment Services <input type="checkbox"/> Partial Open Enrollment Services | <input type="checkbox"/> Direct Billing <input type="checkbox"/> Full Open Enrollment Services <input type="checkbox"/> Partial Open Enrollment Services | <input type="checkbox"/> HRA <input type="checkbox"/> Form 5500 (HRA) | <input type="checkbox"/> Commuter <input type="checkbox"/> FSA <input type="checkbox"/> Form 5500 (FSA) |
|---|--|--|---|

| |
|--|
| Discovery Benefits, Inc. <input type="checkbox"/> FSA <input type="checkbox"/> HRA <input type="checkbox"/> HSA <input type="checkbox"/> Transportation <input type="checkbox"/> COBRA (inbound and outbound transmission) <input type="checkbox"/> Direct Billing/Retiree Billing |
|--|

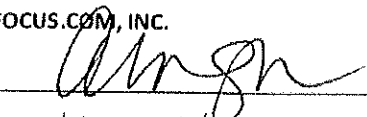
| |
|--|
| Benefitfocus <input type="checkbox"/> FSA <input type="checkbox"/> HRA <input type="checkbox"/> HSA <input type="checkbox"/> COBRA <input type="checkbox"/> Direct Billing <input type="checkbox"/> Consolidated Billing <input type="checkbox"/> Invoice Reconciliation |
|--|

| III. Software Services | | | | | |
|--|-------------------|--------------|------------------|--------------|---------------------------------|
| Services Description | Invoice Frequency | Rate | Minimum Quantity | Minimum Fee | Billing Terms |
| Content Management Services (One Time) | One Time | \$0 (waived) | 1 | \$0 (waived) | See Order Form, Section III.A.1 |

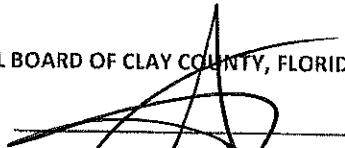
- A. Ongoing Software Services Terms and Conditions**
- Content Management Services (One Time):
 - No fee shall be invoiced upon Client's execution of this Order Form. The One-Time fee assumes up to sixty (60) hours of total work. Additional hours are out of scope for the services to be provided hereunder. Client may request additional hours in increments of ten (10) hours at the rate of \$2,000 per increment, which will require an additional writing signed by the parties.
 - Certain services under this Order Form may be performed by Benefitfocus or Benefitfocus' subcontractors and vendors located abroad. Notwithstanding any such services performed by third parties, Benefitfocus shall remain liable for all services performed hereunder.
 - The availability of Services under this Order Form are conditioned upon Client also receiving the Benefitfocus Marketplace Software Services. In the event Client's contract for the Benefitfocus Marketplace Software Services terminates, the Services hereunder shall also terminate.

This Order Form is accepted and agreed to by:

BENEFITFOCUS.COM, INC.

By: 
 Print: Alana Wegner
 Title: VP, Corporate Controller
 Date: 3/5/19

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: 
 Print: Addison G. Davis
 Title: Superintendent of Schools
 Date: 3/11/19

(Signature Page of Order Form)

Pursuant to the Client Services Agreement (the "Agreement") and the Order Form by and between Benefitfocus and Client, Client desires to have Benefitfocus provide the following services (the "Benefitfocus Content Management Services") as further described within Appendix:

1) Description of the Benefitfocus Content Management Services:

Benefitfocus will perform an initial assessment of Client's Communication Portal objectives and/or existing Communication Portal, make additions and/or changes to Client's existing Communication Portal, or configure Client's Communication Portal if Client does not have an existing Communication Portal. After the initial assessment and subsequent updates, Benefitfocus will make additions and/or changes to Client's Communication Portal on a quarterly basis, upon Client's request. The initial assessment and subsequent updates throughout the annual period will include up to sixty (60) hours of discovery, consultation, and configuration. Hours must be utilized over a minimum of a ninety (90) day period and will expire at the end of Initial Subscription Term. The following describes a high-level overview of the Benefitfocus Content Management Services to be provided:

a) Consultation and Configuration

Upon contract signature, Benefitfocus will provide a consultation to Client to review Client's communications objectives and challenges in order to understand Client's goals for the upcoming year, document such goals and work with Client to design, update and maintain the Communication portal throughout the year. The table below lists the high level tasks associated with the service:

| Configuration Associate Task | Description of Task |
|-------------------------------------|--|
| Listen and Learn | Analyze current content strategy and portal design Discuss and understand critical business objectives and challenges Listen to Client goals for transforming benefit communication within its organization Understand current areas that are performing well and those that need improvement |
| Share best practices and guidance | Identify opportunities to improve the content presentation and design of the Communications Portal based on Client goals Provide recommendations for configuring a Communications Portal that helps to meet Client's objectives Highlight opportunities to make use of interactions, designs and content layouts that may help engage employees and provide valuable benefit information |
| Branding, theme and style | Upload Client logo, apply site color schemes and typography |
| Content Upload and Organization | Organize and manage documents, images, copy and videos that will be uploaded to the Communications Portal Upload content to the Communications Portal for use within the portal pages Highlight opportunities to make use of existing content, configure new content provided by client, or use base content included with the Communications Portal |
| Content Filtering Strategy | Analyze current Client configuration and company categories used to segment employees within the Benefitfocus Marketplace Determine a way to personalize content and filter information to which employees have access, based on their specific category within the Benefitfocus Marketplace (by location, status or other classifications that determine eligibility) |
| Project Management | Create a project plan or task list that tracks agreed upon activities to update content as well as the status and progress for each |

| | |
|----------|---|
| | Work with Client on a recurring basis to share project plan/task list, gather feedback and validate alignment on priority and timing of execution |
| Testing | Test configuration/system updates, copy changes, and content uploads of content filtering to validate material conformance with document requirements |
| Training | Train Client on its Communication Portal configuration as completed |

b) Content and Branding Design:

Benefitfocus will work with Client to design page layout updates for the Client's Communication portal and perform quarterly updates based upon a mutually agreed upon schedule. This design incorporates applicable changes to the currently-configured Client logo(s), images, color specifications, and standards, as applicable, to produce a unique design tailored to the Client's brand or the development of the aforementioned features for Client's Communication portal if an existing Communications Portal does not exist. Available design options include:

| Design Task | Description |
|--|--|
| Update content page verbiage for benefits | Changes will reflect new plan rules and provisions |
| Upload new plan documents | Upload new benefit and plan summary documentation or other important docs provided by client |
| Refresh Quick Links | Create links to docs or external websites |
| Create To Do List items | Updated To Do List to reflect open enrollment notice (such as acknowledge changes in benefits) |
| Add open enrollment related information to home page | Add alert to home page or a custom enrollment widget |
| Test new content filtering | Check to make sure that filtering is applied to the content so that only applicable info is displayed to employees |
| Updated company policies | Update content page or To Do List item for employee to review any important information |
| New content tabs and filtering due to acquisition or restructuring | Some employers may restructure or acquire new employee populations and need new content |
| Refresh wellness content | Employer identifies trends they need to address and communicate awareness to employee |
| Changes to logo | Some employers choose to update their logo, font, or background |
| Branding updates | Client may choose new colors or logo that needs to be deployed to Communication portal. |

This Payroll Order Form for School Board of Clay County, Florida (the "Client") is only valid for updates to Client's Payroll Connect solution previously implemented for Client as of the Effective Date and is subject to all of the terms and conditions of the Client Services Agreement and any applicable Order Form(s) or Agreement(s) to Purchase (collectively, the "Agreement") by and between Client and Benefitfocus.com, Inc. ("Benefitfocus").

| | |
|---|--|
| Effective Date: | March 11, 2019 |
| Target Go Live Date*: | 120 days after second signature of this Payroll Order Form |
| *Defined as "deployment" in the applicable Project Plan | |

Section I. Contact Information

This person should be able to speak about benefit plan, design, transmission, and eligibility rules.

| | |
|-----------------------------|---|
| Client Contact Name: | Sheila Gann |
| Title: | Coordinator of Health Benefits, Clay County School District |
| Telephone number: | (904) 336-6747 |
| Email: | Sheila.gann@myoneclay.net |

Section II. Contact for Accounts Payable

| | |
|--|---|
| Client Contact Name: | Sheila Gann |
| Title: | Coordinator of Health Benefits, Clay County School District |
| Telephone number: | (904) 336-6747 |
| Email: | Sheila.gann@myoneclay.net |
| Physical Address: | 900 Walnut Street Green Cove Springs, FL 32043 |
| Client's County (for tax purposes): | CLAY |
| Duplicate Invoice (Y/N): | N |

Section III. Payroll Connect Professional Services:

| Check the Payroll Connect Option that applies to this Payroll Order Form: | | |
|---|--|--|
| <input type="checkbox"/> Implement New Payroll Connect Interface | <input type="checkbox"/> Update Existing Payroll Connect Interface (i.e. no change in vendor) | <input checked="" type="checkbox"/> Replace Existing Payroll Connect Interface (i.e. new vendor and/or new file format(s)) |

Due to the unique nature of payroll systems interfaces, Payroll Connect changes are subject to the Benefitfocus software release schedule. Anticipated dates for payroll interface implementation will be determined during the payroll technical discovery. Benefitfocus will:

- A. Perform technical discovery and configuration services.
- B. Subject to the Payroll Connect Option selected above, implement updates to Client's existing Payroll Connect solution provided to Client under the Agreement or implement a new Payroll Connect solution in accordance with the requirements defined in Section IV. below and in the attached Appendix A.

Section IV. Fees and Payment Schedule

| Component | Description | One-Time Fee |
|---------------------------------------|--|---|
| Payroll Connect Professional Services | <p>Style D: Benefitfocus shall provide:</p> <ol style="list-style-type: none"> 1. Communication for up to ten (10) hours to discover and solution Client's request. 2. An updated version of the existing requirements document, or a new version of the requirements document, which includes the requested update to Client's existing Payroll Connect solution. 3. Updates, additions, modifications to, or removal, or building of, functionality in the extraction or load process to reflect the changes documented in the agreed upon requirements. 4. End to end testing with the Client, including loading or extracting files for up to ten (10) cycles. | <p>\$0 (One-Time Fee of \$13,200 is waived)</p> |

| | | |
|--|--|---|
| | 5. Deployment of the change to production once Client has provided sign-off. | |
| | TOTAL ONE-TIME FEE | \$0 (One-Time Fee of \$13,200 is waived) |

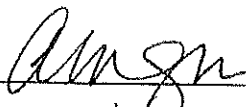
- A. The One-Time Fee for the Payroll Connect Professional Services represents Benefitfocus' best estimate of the hours required to implement the applicable updates to the Payroll Connect solution according to the specifications provided as of the date of this Payroll Order Form. The estimate assumes twenty-five (25) hours of total work. Additional hours are out of scope for the services to be provided hereunder. Any services in addition to the services stated herein are out of scope and shall require a subsequent Order Form.

Section V. Terms and Conditions

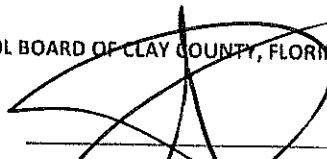
- A. Acceptance of deliverables defined within the Project Plan for the Payroll Connect Professional Services:
- Each deliverable defined within the Project Plan shall be deemed accepted upon the completion of any defined testing within the Project Plan or "Deployment", as defined within the Project Plan, and the earlier of one of the following: (i) Client uses the updated Payroll Connect deliverable under essentially normal operating conditions, or (ii) Client fails to reject the updated Payroll Connect solution within ten (10) business days of Benefitfocus notice that Deployment has been completed.
 - Should Client reject a deliverable, such rejection must be accompanied by an explanation of the reasons for the rejection, including specific references to those portions of any relevant schedule, deliverable, acceptance criteria, or product Documentation, which is the basis for the rejection, including identifying those deficiencies that must be corrected in order for the deliverable to be accepted. Client shall not offer as the basis for any rejection, and Benefitfocus shall not be required to correct: (i) any minor imperfections or defects that do not materially impair the operation or utility of any deliverable; or (ii) any other delays caused by Client or Client's carriers or vendors.
- B. Certain services under this Payroll Order Form may be performed by Benefitfocus or Benefitfocus' subcontractors and vendors located abroad. Notwithstanding any such services performed by third parties, Benefitfocus shall remain liable for all services performed hereunder.

This Payroll Order Form is accepted and agreed upon by the parties as of the Effective Date, and Client authorizes the performance of the Services hereunder.

BENEFITFOCUS.COM, INC.

By: 
 Print: Alpana Wegner
 Title: VP, Corporate Controller
 Date: 3/5/15

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: 
 Print: Addison Davis
 Title: Superintendent of Schools
 Date: 3/11/19

(Signature Page to Payroll Order Form)



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Payroll Order Form

Appendix A Payroll Connect Requirements

| PAYROLL CONNECT REQUIREMENTS* | |
|---|--|
| Payroll system name and version: | Business Plus 7.10 |
| Payroll system contact name: | George Canova |
| Payroll system contact email/phone number: | (904) 336-9632, george.canova@myoneclay.net |
| PayMax Standard (Y/N): | N |
| Implement/Update inbound file from Client's payroll system to Benefitfocus Marketplace (Y/N): | N |
| Implement/Update outbound file from Benefitfocus Marketplace to Client's payroll system (Y/N): | Y |
| Name of payroll system/version being replaced (Required if Replace Existing Payroll Connect Interface is checked in Section III): | Business Plus 7.10 |
| Additional Requirements: (Required If Update Existing Payroll Connect Interface is checked in Section III): | |
| The request is to replace the existing standard Payroll Deduction file with new, customized Payroll Deduction file. | |

*All fields are required.

**HEALTH INSURANCE BENEFITS ENROLLMENT SERVICES AGREEMENT
BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND
BENEFITFOCUS.COM, INC.**

This Health Insurance Benefits Enrollment Services Agreement ("Agreement") is entered into by and between the School Board of Clay County, Florida ("Board" or "Client"), and Benefitfocus.com, Inc. ("Benefitfocus"), collectively referred to hereinafter as "the Parties," which Agreement shall become effective on June 11, 2018 ("Effective Date").

WHEREAS, the Board is a political subdivision of the State of Florida which governs and contracts on behalf of Clay County District Schools ("District"), a Florida public school district engaged in the provision of K-12 public education; and

WHEREAS, the Board employs nearly 4,800 employees, many of whom participate in District-sponsored health insurance programs; and

WHEREAS, the Board requires competent and reliable assistance from external agencies and third-party sources to ensure the delivery of certain services to District stakeholders, including insurance-related services to District employees; and

WHEREAS, Benefitfocus is a South Carolina corporation authorized to do business in Florida, and has sufficient experience, skill, and expertise to provide such assistance and services to District employees; and

WHEREAS, the engagement of Benefitfocus pursuant to the terms of this Agreement is advantageous to the Board and District stakeholders.

NOW, THEREFORE, IN CONSIDERATION of mutual promises and obligations contained herein, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Scope of Services. Benefitfocus shall timely perform and deliver to the District all such services described in and appended to the *Client Services Agreement* attached hereto as **Exhibit 1**, the terms and conditions of which are hereby incorporated and made part of this Agreement subject to the revisions and amendments set forth below.

3. Payments and Taxes. Sections 3.1 and 3.2 of the *Client Services Agreement* are hereby stricken and replaced as follows:

3.1 Payment. Client shall make payment on all undisputed invoices in accordance with the Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043. Amounts payable by Client are due no later than 45 days of submission. Client's or Authorized User's failure to utilize the Services shall in no way relieve the Client of any obligation to pay applicable fees.

3.2 Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and duties. Benefitfocus will be responsible for taxes based on Benefitfocus income. Client is tax exempt and will provide a tax exemption certificate to Benefitfocus.

4. Confidentiality and Public Records. Article IV of the *Client Services Agreement* is hereby stricken and replaced as follows:

ARTICLE IV. CONFIDENTIALITY AND PUBLIC RECORDS

4.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), in any format whether oral, written, electronic, or other, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Client shall include any personally identifiable information or protected health information of Client's employees, Client Data and benefit plans. Confidential Information of Benefitfocus shall include the Services and Documentation. Confidential Information shall include Benefitfocus business and marketing plans, proprietary technology and technical information, product plans and designs, trade secrets, and business processes. However, Confidential Information (other than Client Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) is required to be disclosed by law or court order.

4.2 Protection of Confidential Information. To the extent permitted by applicable law, including Florida's Public Record and Open Government/"Sunshine" laws, the Receiving Party shall (i) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, (ii) not to use any Confidential

Information of the Disclosing Party for any purpose outside the scope of this Agreement or otherwise in any manner to the Disclosing Party's detriment, and (iii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement.

4.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information, as long as those costs have been approved in advance by the Disclosing Party.

4.4 Protection of Client Data. Benefitfocus shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data in accordance with the *Business Associate Addendum* attached hereto. Benefitfocus shall not (a) modify Client Data, (b) disclose Client Data except as compelled by law or as expressly permitted herein or in writing by Client, or (c) access Client Data except to provide the Services and prevent or address service or technical problems, or at Client's request in connection with support matters. Upon written request by Client no more than once annually, Benefitfocus will provide to Client its most recent *AICPA Service Organizational Control Type 2 ("SOC") Reports* (or equivalent successor thereto), which may be redacted as applicable, but shall include at a minimum the controls that Benefitfocus may audit from time to time in the ordinary course of its business.

4.5 Return or Destruction of Confidential Information. Upon request, each Party agrees to promptly return the other Party's Confidential Information in its possession, custody or control, or to certify the deletion or destruction of Confidential Information; provided, however, that the Receiving Party shall comply with all public record laws and retention schedules and may retain a copy of any Confidential Information to the extent it would be unreasonably burdensome to destroy (such as archived computer records). In the event that return or destruction of Confidential Information is unduly burdensome, or not feasible, the Parties shall extend the protections of this Article to the retained Confidential Information, and which protections and provisions shall survive the termination of this Agreement.

4.6 Student Records. Notwithstanding any provision to the contrary contained in this Agreement or its exhibits and attachments, all Benefitfocus representatives,

employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act ("FERPA"), sections 1002.22 and 1002.221 of the Florida Statutes, and all other laws and regulations governing or protecting the confidentiality of personally-identifiable student information and education records. Benefitfocus shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Benefitfocus until such time as any claim arising from a breach of this covenant is resolved. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Benefitfocus shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Benefitfocus shall, at its own expense, fully cooperate with and assist the Board with all reasonable remedial efforts, notifications, and other legal obligations arising from or related to such a security breach.

4.7 Public Records. In accordance with Chapter 119 of the Florida Statutes and all other applicable public records laws and regulations, Benefitfocus shall:

1. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Contract Data") which come within the definition of a "public record" under Chapter 119.
2. Provide to the Board, upon its request and free of charge, a copy of each record which Benefitfocus seeks to produce in response to a public records request.
3. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
4. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data possessed by Benefitfocus, or otherwise keep and maintain such data as required by law. All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems.

IF BENEFITFOCUS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 OF THE FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, BENEFITFOCUS SHALL CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

Failure to comply with this paragraph/subsection shall constitute a default and material breach of this Agreement by Benefitfocus, which may result in immediate termination without penalty to the Board.

4.8 Health Information Confidentiality. Benefitfocus shall comply with all applicable state and federal laws and regulations governing the confidentiality of health information, including documents and records containing or reflecting medical, mental health, or substance abuse information. Benefitfocus shall neither use nor disclose health information obtained from the Board's group health plan (currently administered by UnitedHealthcare Insurance Company, per RFP #16-BA-121) in any manner that is inconsistent with the law or any term or condition of the Board's group health plan agreement(s). The Board will provide Benefitfocus with a copy of any such group health plan agreement upon request.

Benefitfocus shall execute a *Business Associate Agreement* pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d, *et. seq.* ("HIPAA"), and applicable regulations contained in 45 C.F.R. Parts 160 and 164.

If, over the course of this Agreement, Benefitfocus obtains from the Board or any other source(s) information and/or documents governed by 42 U.S.C. Part 2 or the regulations implemented by the Substance Abuse and Mental Health Services Administration ("SAMHSA"), Benefitfocus shall limit its use and disclosure of such information pursuant to applicable state and federal laws and regulations, including SAMHSA regulations.

5. Term and Termination. Sections 5.1 and 5.4 of the *Client Services Agreement* are hereby stricken and replaced as follows:

5.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue thereafter until: (i) the expiration or termination of all Order Forms hereunder; (ii) terminated by Client without cause any time after December 31, 2019 upon at least 120 days written notice to Benefitfocus (iii) terminated by a non-breaching Party due to a material breach or default under this Agreement, which breach continues for thirty (30) days after a written notice to cure such breach, or if cure is not possible within said thirty (30) day period, the breaching Party has not commenced reasonable steps to cure such breach; (iv) terminated based upon written agreement executed by the Parties; or (v) the Client at any time if Benefitfocus fails to perform any duties or covenants of this Agreement and such failure results in a material breach that remains uncured in accordance with this Section 5.

5.4 Retrieval and Deletion of Client Data. Upon the expiration or termination of this Agreement (including any *Order Forms*), Benefitfocus shall immediately deactivate the applicable Client account(s). For a term of 30 days following the termination or expiration of this Agreement or the applicable *Order Form(s)*, and upon Client request, Benefitfocus will grant to Client, at no charge, limited access to the Services, solely to Client's Administrator, for the sole purpose of permitting Client to retrieve or download any Client Data stored within the Software Services, provided that Client has paid in full all undisputed amounts owed to Benefitfocus,

and Client is not otherwise in breach of any other provision of this Agreement. Thereafter, subject to retention requirements for public records under this Agreement and Florida law, Benefitfocus shall have the right and be entitled to delete or securely archive any Client Data from Benefitfocus's production or test environments. After such 30-day period, unless otherwise required by applicable law, Benefitfocus shall have no obligation to maintain or provide any Client Data. Client further agrees that Benefitfocus shall not be liable to Client, nor to any Authorized User or third party, for any termination of Client access to the Service or deletion of Client Data, provided that Benefitfocus is in compliance with the terms of this Section.

6. Indemnification. Sections 6.1 and 6.3 of the *Client Services Agreement* are hereby stricken, and Section 6.1 is replaced as follows:

6.1 Indemnification. In addition to any other statutory or common law obligation to indemnify and defend the Board, Benefitfocus shall indemnify, defend, and hold harmless the Board, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of Benefitfocus, its employees, or agents relating to the performance of this Agreement. In turn, the Board shall indemnify Benefitfocus up to the limits set forth in section 768.28 of the Florida Statutes for the negligent acts or omissions of Board officers or employees relating to the performance of this Agreement and within the scope of their official duties. In no event will the Board's liability under this Agreement exceed the sum of \$200,000.00 per person or \$300,000.00 per occurrence. The Board expressly reserves all other protections and privileges related to its sovereign immunity. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Notwithstanding the foregoing, each party shall be liable for its own acts and omissions under the Agreement.

7. Governing Law and Venue. Section 9.6 of the *Client Services Agreement* is hereby stricken and replaced as follows:

9.6 Governing Law. Waiver of Jury Trial. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying Agreement. The Parties hereby waive their rights to a jury trial for causes of action arising from this Agreement.

8. Public Entity Crimes. By executing this Agreement, Benefitfocus represents and warrants to the Board that it is, and shall remain throughout the course of this Agreement, compliant with laws and regulations prohibiting public business with persons and entities convicted of various "public entity crimes." For instance, pursuant to section 287.133 of Florida Statutes, a person or affiliate who has been placed on a "convicted vendor list" following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in section 287.017 of the Florida Statutes for a period of thirty-six (36) months from the date of being placed on a convicted vendor list.

9. Insurance. Benefitfocus shall maintain at all times during the term of this Agreement (including any renewal periods), and without cost or expense to the Board, policies of insurance as indicated in this Section and providing for the minimum coverages and amounts:

1. General Liability Policy:
 \$1,000,000.00 per occurrence
 \$2,000,000.00 aggregate
2. Auto Liability Policy:
 \$1,000,000.00 combined single limit
 \$5,000,000.00 charter or common carrier
3. Worker's Compensation Policy:
 \$100,000

Each insurance policy shall be obtained from an insurance carrier rated as "A-" or better, under a policy approved for use in the State of Florida. Each Certificate of Insurance for the General and Automobile policies shall name the School Board of Clay County, Florida as an additional insured and the policy must unconditionally entitle the Board to thirty days' notice of cancellation of such policy or any of the coverages provided by it. Benefitfocus will be responsible for subcontractors and their insurance. Failure to obtain and maintain such insurance as set out above will be considered a default of this Agreement and may (at the Board's sole discretion) result in immediate termination.

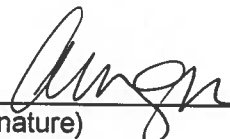
10. Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein stated, and such Agreement supersedes and replaces all prior negotiations and proposed agreements. Except for those that have been stricken and/or revised as herein stated, all remaining provisions, terms, and conditions of the *Client Services Agreement* (including appendices and forms attached to or otherwise incorporated into the Client Services Agreement), the *Request For Proposal # 18-BA-123*, and *Benefitfocus RFP Submitted Proposal* which do not conflict with those herein stated shall remain in full force and effect throughout the course of this Agreement. In any event, the terms and conditions stated herein shall govern and prevail over any conflicting terms or conditions

contained in the *Client Services Agreement* and/or its related appendices and forms, the *Request For Proposal # 18-BA-123*, and *Benefitfocus RFP Submitted Proposal*. In the event of any conflict between the *Client Services Agreement* and /or its related appendices and forms and *Request For Proposal # 18-BA-123* or *Benefitfocus RFP Submitted Proposal*., the *Client Services Agreements* and its related appendices and forms will in all instances govern, then the foregoing RFP proposal documents. For the avoidance of doubt, the appendices and forms to the *Client Services Agreement* define the agreed upon scope of implementation and ongoing services to be provided by Benefitfocus, and the RFP proposal documents shall provide additional details and technical specifications concerning the scope of services defined within the appendices and forms to the *Client Services Agreement*. Except for changes resulting from the change request process, the RFP proposal documents shall in no circumstances expand, modify, or limit the scope of services to be performed under the appendices and forms to the *Client Services Agreement*.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date(s) hereinafter indicated.

AS TO BENEFITFOCUS.COM, INC.

Alpina Wegner
(Printed Name)


(Signature)

VP, Corporate Controller
(Title)

6/13/2018
(Date)

100 Benefitfocus Way
Charleston, SC 29492

(Address)
843-284-1052 alpina.wegner@benefitfocus.com
(Phone number and e-mail)

AS TO BOARD/DISTRICT:

Addison G. Davis

(Printed Name)

Superintendent of Schools

(Title)

900 Walnut St.

Green Cove Springs, Fl. 32043

(Address)

(904) 336-6508

(Phone number and e-mail)


(Signature)

6/11/18
(Date)

**Exhibit 1****CLIENT SERVICES AGREEMENT**

This CLIENT SERVICES AGREEMENT and the exhibits attached hereto (collectively, the "Agreement") are entered into on June 11, 2018 (the "Effective Date"), by and between Benefitfocus.com, Inc. ("Benefitfocus"), with a principal place of business at 100 Benefitfocus Way, Charleston, SC 29492, and the School Board of Clay County, Florida with a principal place of business at 900 Walnut Street, Green Cove Springs, FL 32043 (hereinafter the "Client") individually each a "Party" and collectively the "Parties".

Recitals

- A. Benefitfocus provides certain services for employee benefit administration through Benefitfocus proprietary software, databases, business rules, connectivity to third parties, and data transmission, developed and hosted by Benefitfocus, accessed over the Internet (the "Software Services"), and certain professional services (the "Professional Services") related to the Software Services (collectively, the "Services"); and
- B. Client desires to receive the Services, as described in the applicable Order Form and corresponding appendices A, B, C, and D (the "Order Form") and the Software Services documentation, including the current versions of the any software guides, as updated with each new release (collectively the "Documentation"), for itself, its affiliates and subsidiaries, and for individuals who are authorized by Client to use the Services, and who have been supplied user identifications and passwords by Client or by Benefitfocus at Client's request (the "Authorized Users"), under the terms and conditions of this Agreement, the Health Insurance Benefits Enrollment Services Agreement, and the RFP 18-BA-123; and
- C. In consideration of the mutual covenants contained herein, the payment of the fees as required hereunder, and other good and valuable consideration, the sufficiency of which is acknowledged, and intended to be legally bound the Parties agree as follows.

ARTICLE I. SCOPE OF SERVICES

1.1 **Software and Support Services.** Subject to Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, Benefitfocus shall make the Services available to Client for use by Authorized Users pursuant to this Agreement and the applicable Order Form during the term of the applicable Order Form(s).

1.2 **Professional Services.** From time to time, Benefitfocus may make certain Professional Services available to the Client. Professional Services shall be described within the applicable Order Form.

1.3 **Client Responsibilities.** Client shall, (i) be responsible for Authorized Users compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and of the means by which it acquired Client Data (as Client Data is defined in Section 2.1), (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Benefitfocus promptly of any such unauthorized access or use, (iv) use the Services only in accordance with the Documentation and applicable laws and government regulations; (v) cooperate with Benefitfocus, as reasonably requested in order for Benefitfocus to provide or Client to receive the Services or in resolving any issues associated with Client's vendors and service providers. Client shall not, (a) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (b) use the Services to store or transmit malicious code, (c) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (d) attempt to gain unauthorized access to the Services or their related systems or networks. It is the sole responsibility of the Client to maintain all Client benefit plan documents and to exercise all discretionary authority with respect to such Client benefit plans.

1.4 **Client Instructions.** Client is responsible for the consequences of any instructions Client may give to Benefitfocus in the course of performing the Services. Benefitfocus shall have the right to rely and act upon such instructions provided by Client, and Authorized Users, and their respective data entry systems, or any other instructions provided by Client to Benefitfocus. Benefitfocus shall be under no obligation to offset fees for Client's failure to communicate accurate instructions.

1.5 **Source Documents.** Benefitfocus will, to the extent it deems necessary to perform the Services, keep copies of all source documents provided by Client or on behalf of Client into the Benefitfocus system. Benefitfocus shall not perform as Client's designated record keeper, or official document repository or system of record.

ARTICLE II. PROPRIETARY RIGHTS AND OWNERSHIP

2.1 **Client Ownership of Client Data.** Any data provided by Client or Authorized Users including personally identifiable information and benefit plan data (collectively, the "Client Data") to Benefitfocus in the use of the Software Services, in any format, is and shall remain Client's property.

2.2 **Reservation of Rights in Services.** Except for, and subject to the limited rights expressly granted hereunder for Client and Authorized User to utilize the Services, Benefitfocus reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No other rights are granted to Client hereunder other than as may be expressly set forth in this Agreement or the applicable Order Form.

2.3 **Restrictions.** Client shall not, (i) create derivative works based on the Services, (ii) copy, frame or mirror any part or content of the Services, other than copying or framing on Client's own intranets or otherwise for its own internal business purposes, (iii) reverse engineer the Services, (iv) lease, rent, resell, transfer, assign, lend or sublicense, or permit the unauthorized use of the Software Services to any other third party, (v) use the Software Services to provide service bureau, time sharing, rental, application services providing, hosting, or other computer services to unauthorized third parties without Benefitfocus' prior written consent, (vi) access the Services in order to, (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

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

CLIENT SERVICES AGREEMENT

ARTICLE III. PAYMENT

3.1 Payment. Client shall pay to Benefitfocus the fees and expenses specified within an applicable Order Form. Except as otherwise set forth within an applicable Order Form, amounts payable by Client are due "net 30," and are not subject to set-off. Past due amounts shall accrue interest at 1.5% per month, or the maximum rate permitted by law, whichever is lower. Client's or Authorized User's failure to utilize the Services shall in no way relieve the Client of any obligation to pay applicable fees.

3.2 Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and duties. Client shall be responsible for, and promptly pay all taxes and duties (including but not limited to sales, use, and withholding taxes) associated with the Agreement, or any Order Form, except for taxes based on Benefitfocus Income. Client shall be liable for all taxes until such time as Client provides a tax exemption certificate to Benefitfocus.

3.3 Disputed Amounts. Client shall pay all amounts when due. If Client disputes in good faith any Invoiced amount, Client shall provide notice to Benefitfocus setting forth the reasonable basis for such disputed amount prior to the due date of the invoice. The Parties shall meet as soon as possible in order to resolve the dispute.

3.4 Suspension for Delinquent Account. Benefitfocus reserves the right to suspend Client's and any Authorized Users' access to and/or use of the Service if any undisputed payment is due but unpaid 60 days past the due date, but only after Benefitfocus has provided Client two (2) notices, and at least ten (10) days have passed since the transmission of the second notice. Client agrees that Benefitfocus shall not be liable to Client or to any Authorized User or other third party for any suspension of the Service pursuant to this Section.

ARTICLE IV. CONFIDENTIALITY

4.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), in any format whether oral, written, electronic, or other, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Client shall include any personally identifiable information or protected health information of Client's employees, Client Data and benefit plans. Confidential Information of Benefitfocus shall include the Services and Documentation. Confidential Information of each Party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, trade secrets, and business processes disclosed by such Party. However, Confidential Information (other than Client Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

4.2 Protection of Confidential Information. The Receiving Party shall (i) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, (ii) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement or otherwise in any manner to the Disclosing Party's detriment, and (iii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement. Neither Party shall disclose the terms of this Agreement, any Order Form or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other Party's prior written consent.

4.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

4.4 Protection of Client Data. Benefitfocus shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data in accordance with the Business Associate Addendum attached hereto. Benefitfocus shall not (a) modify Client Data, (b) disclose Client Data except as compelled by law or as expressly permitted herein or in writing by Client, or (c) access Client Data except to provide the Services and prevent or address service or technical problems, or at Client's request in connection with support matters. Upon written request by Client no more than once annually, Benefitfocus will provide Client with Benefitfocus' most recent AICPA Service Organizational Control Type 2 (or the equivalent successor thereto) ("SOC") Reports, which may be redacted as applicable, but shall include at a minimum the controls that Benefitfocus may audit from time to time in the ordinary course of its business.

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

ARTICLE V. TERM AND TERMINATION

5.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue thereafter until: (i) the expiration or termination of all Order Forms hereunder; or (ii) terminated by a non-breaching Party due to a material breach or default under this Agreement, which breach continues for thirty (30) days after a written notice to cure such breach, or if cure is not possible within said thirty (30) day period, the breaching Party has not commenced reasonable steps to cure such breach.

CLIENT SERVICES AGREEMENT

5.2 Termination by Insolvency. Either Party may terminate this Agreement by providing written notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it, or admits in writing its inability to pay its debts as they mature, or if a receiver is appointed for a substantial part of its assets. In the event that this Agreement is terminated or rejected by a Party or its receiver or trustee under applicable bankruptcy laws due to such Party's bankruptcy, the Parties agree that this is a services agreement, and that there are no rights and licenses granted under or pursuant to this Agreement by such Party to the other Party which shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code and any similar laws in any other country in the Territory, licenses of rights to "intellectual property" as defined under Section 101(52) of the U.S. Bankruptcy Code.

5.3 Effect of Termination Upon termination or expiration of this Agreement, except as permitted under this Article V, Client shall have no rights to continue to use or access the Services. If this Agreement is terminated by Client for any reason other than a termination expressly permitted by this Agreement, then all of the fees due under this Agreement for the remainder of the then current term shall be deemed earned and payable.

5.4 Retrieval and Deletion of Client Data. Upon the expiration or termination of this Agreement or Order Form(s), as applicable, Benefitfocus shall immediately deactivate the applicable Client account(s). For a term of 30 days following the termination or expiration of this Agreement or the applicable Order Form(s), and upon Client request, Benefitfocus will grant to Client, at no charge, limited access to the Services, solely to Client's Administrator, for the sole purpose of permitting Client to retrieve or download any Client Data stored within the Software Services, provided that Client has paid in full all undisputed amounts owed to Benefitfocus, and Client is not otherwise in breach of any other provision of this Agreement. Thereafter, Benefitfocus shall have the right and be entitled to delete or securely archive any Client Data from Benefitfocus' production or test environments. After such 30-day period, unless otherwise required by applicable law, Benefitfocus shall have no obligation to maintain or provide any Client Data. Client further agrees that Benefitfocus shall not be liable to Client, nor to any Authorized User or third party, for any termination of Client access to the Service or deletion of Client Data, provided that Benefitfocus is in compliance with the terms of this Section.

5.5 Transition Services. In the event that this Agreement or applicable Order Form expires, or is not renewed, then upon notice reasonably received prior to the date of expiration, in addition to the periodic and limited access provided pursuant to Section 5.4, Client may elect to request that Benefitfocus continue to provide the Software Services to a limited number of Authorized Users, for the period of time requested by Client (but in no event to exceed six (6) months). Such Transition Services shall be subject to Benefitfocus then current fees and will be available only if Client is current on all undisputed invoices (and to the extent there are disputed invoices pursuant to Section 3.3, Client and Benefitfocus have resolved such invoices within 30 days of termination of the applicable Order Form), Client continues to pay all fees when due, and is not otherwise in breach of this Agreement or Order Form.

ARTICLE VI. INDEMNIFICATION

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

6.2 Infringement Indemnification. If during the term of this Agreement or any Order Form, the Benefitfocus proprietary software or any aspect of the Software Services is, or in Benefitfocus' opinion is likely to be, enjoined due to infringement of a third party's intellectual property rights, Benefitfocus will notify Client and at its own expense and option do any one or more of the following: (a) procure the right for Client to continue using the infringing item; (b) replace at no charge to Client the infringing item with a non-infringing item that is reasonably equivalent in functionality; (c) modify the infringing item to be non-infringing and reasonably equivalent in functionality; or (d) terminate Client's rights to access or use the infringing item and equitably adjust the fees for any Software Services impacted by such termination. For the avoidance of doubt, Benefitfocus will indemnify, defend and hold harmless Client for any Claims that allege the Services infringe on the intellectual property rights of a third-party.

6.3 Indemnification by Client. Client shall defend Benefitfocus against any Claim by a third party that arises out of or relates to Client's or Authorized User's acts or omissions with regard to Client Data or that alleges that Client's use of the Services infringes or misappropriates the intellectual property rights of a third party or violates applicable law and shall indemnify and hold harmless Benefitfocus for any Losses.

6.4 Conditions. The obligations of indemnification are subject to the condition that the Party seeking indemnification give the other: (1) prompt written notice of any Claim or action for which indemnity is sought; (2) complete control of the defense and settlement thereof by the Indemnifying Party, provided all settlements adverse to the interests of the indemnified Party shall be approved by that Party; and (3) cooperation in the defense of the indemnified matter. This Section 6 states the Indemnifying Party's sole liability, and the Indemnitee's exclusive remedy for any type of third-party claim described in this section.

ARTICLE VII. WARRANTIES & REPRESENTATIONS

7.1 Warranties and Representations of Benefitfocus. Benefitfocus warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) the Software Services shall perform materially in accordance with the Documentation, (iii) the functionality of the Services will not be materially decreased during the term of the applicable Order Form, (iv) that the Professional Services hereunder shall be performed in a good and workmanlike manner consistent with generally accepted industry standards; (v) Benefitfocus has the required authority and right to provide the Services; (vi) Benefitfocus has not received notice of, and has no reasonable basis to believe that the Services infringe upon any intellectual property rights of any other party; and (vii) upon request from the Client, Benefitfocus will correct any error or omission attributable to Benefitfocus in connection with the Services at no additional charge to Client.

7.2 Remedy. For any breach of a warranty stated, above Client's exclusive remedy shall be to terminate the Agreement and applicable Order Form as provided in Section 5.1.

CLIENT SERVICES AGREEMENT

7.3 Representations and Warranties of Client. Client represents and warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) Client will possess all necessary and required authority and permissions to permit Benefitfocus to perform all the obligations under this Agreement; and (iii) the Services provided by Benefitfocus shall not include or imply any discretionary authority by Benefitfocus over the operation of the Client benefit plan in any manner that would cause Benefitfocus to be deemed a "fiduciary", trustee, plan administrator or named fiduciary of the Client benefit plan pursuant to ERISA or any applicable law; and (iv) Client will make all necessary arrangements with its third party vendors to cause such vendors to send and receive Client Data from Benefitfocus as required for Benefitfocus to perform the Services.

ARTICLE VIII. DISCLAIMERS & LIMITATION OF LIABILITY

8.1 DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY REPRESENTED OR WARRANTED WITHIN THIS AGREEMENT, BENEFITFOCUS SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE, OR THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION. ALL THIRD-PARTY CONTENT AND/OR SERVICES SELECTED BY CLIENT ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY CONTENT OR SERVICES IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY CONTENT OR THIRD PARTY SERVICE PROVIDER. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES MADE BY BENEFITFOCUS OTHER THAN AS SPECIFICALLY SET FORTH HEREIN.

8.2 Limitation of Liability. Except for Claims for indemnification under Article VI, or breach of a Party's obligations under Article IV, or Client's infringement of Benefitfocus intellectual property rights, in no event shall either Party's aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed the amounts actually paid by or due from Client for the services during the term of the applicable Order Form under the which cause of action arose. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, COVER, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, REVENUES OR OTHER FINANCIAL LOSSES,) ARISING UNDER OR RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT. The foregoing shall apply regardless of the negligence or other fault of the Party and regardless of whether such liability arises from contract, negligence, tort, strict liability or any other theory of legal liability. THE FOREGOING LIMITATIONS REPRESENT A BARGAINED FOR ALLOCATION OF RISK, WHICH ALLOCATION IS A MATERIAL ELEMENT OF THIS AGREEMENT, TO THE MAXIMUM EXTENT POSSIBLE UNDER APPLICABLE LAW.

ARTICLE IX. GENERAL PROVISIONS

9.1 Publicity. Client agrees that Benefitfocus may: i) use Client's name solely to name Client as a new Benefitfocus customer in its quarterly earnings release; and ii) use Client's approved logo to identify Client as a Benefitfocus customer on the Benefitfocus website. The Parties further agree to jointly develop a mutually agreeable Press Release regarding the Parties' relationship prior to or within a reasonable time after Client commences use of the Software Services. Except as provided herein, or as required by law, neither Party will use the other's name, customers or trademarks in any advertisement, news release or other public communication.

9.2 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

9.3 Non Solicitation. Neither Party will directly or indirectly solicit for employment any employee of the other Party, during the term of this Agreement and for a period of twelve (12) months thereafter. For the avoidance of doubt, neither Party is prohibited from employing an individual who approaches it about employment opportunities or who applies for a position in response to a posting, employment advertisement or other general solicitation of employment, or whose resume is posted by the individual to an employment web site that is searchable by a Party, whether during the Term or thereafter.

9.4 Assignment of Agreement. Except as otherwise provided for in this Section, neither Party shall assign (whether by operation of law or otherwise) this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the written consent of the other Party to a successor entity or purchaser acquiring all or substantially all of its assets, provided, (i) such successor entity or purchaser is not a competitor of the non-assigning Party; and (ii), that such successor entity or purchaser agrees to assume in writing all of the rights, duties and obligations of the assigning Party under this Agreement for the term hereof. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.5 Entire Agreement; Precedence. This Agreement contains the entire understanding between the Parties and supersedes and replaces any prior or contemporaneous agreement or understanding between the Parties with respect to the subject matter hereof. No amendment or modification of the Agreement shall be valid, unless made in writing and signed by both Parties hereto. Each of the Recitals, Order Forms, Amendments and Addenda, which may be attached hereto are incorporated by reference into this Agreement as if fully stated herein. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any term or condition of any exhibit hereto or any transactional or other document issued in connection herewith, any such conflict will be resolved by giving precedence in the following order, most recently dated document first: (a) the Order Forms, as may be amended from time to time, and any exhibits or attachments thereto; (b) this Agreement, as may be amended; and (c) Addenda to this Agreement.

9.6 Governing Law. Waiver of Jury Trial. This Agreement is governed by and shall be construed in accordance with the laws of the State of South Carolina, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any dispute arising hereunder.

9.7 Notices. Any notices required or permitted hereunder shall be in writing and shall be delivered in person, by nationally recognized overnight courier service, or by certified U.S. mail, postage prepaid, return receipt requested, addressed to the Party to be notified to the attention

CLIENT SERVICES AGREEMENT

of in the case of Benefitfocus, to General Counsel; or, in the case of Client, to President/Owner at the address for such Party first set forth above or such address as either Party may hereafter specify in accordance herewith.

9.8 Attorney's Fees. If any action is brought by either Party against the other Party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

9.9 Force Majeure. Neither Party hereto shall be in breach or default of any provision of this Agreement by reason of its delay or failure to meet any of its obligations hereunder due to any event, circumstance, or cause beyond its control such as, but not limited to, circumstances beyond Benefitfocus' reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Benefitfocus employees), Internet service provider failures or delays, failures of telecommunication, or denial of service attacks. The performance of this Agreement shall then be suspended for as long as any such event shall prevent the affected Party from performing its obligations under this Agreement.

9.10 No Third Party Beneficiaries. Nothing herein shall confer, upon any person other than Benefitfocus, Client and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9.11 Invalidity: Waivers. If any provision or portion of this Agreement is held invalid, illegal, void or unenforceable as it appears in this Agreement by reason of any rule of law, then such provision shall be construed as being enforceable to the extent allowed thereunder. All other provisions of this Agreement shall nevertheless remain in full force and effect. Neither of the Parties shall be deemed to have waived any of its rights, powers or remedies hereunder except in writing by the waiving Party.

9.12 Survival of Terms. Notwithstanding the expiration or earlier termination of this Agreement for any reason, the provisions of Articles II, III, IV, VI, and IX of this Agreement shall remain in full force and effect.

9.13 Subcontractors. Benefitfocus may engage third parties to perform Services under this Agreement (each, a "Subcontractor"). Benefitfocus shall remain responsible and liable for Subcontractor's performance of the Services.

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

BENEFITFOCUS.COM, INC.

By: _____

Print: _____

Title: _____

Date: _____

Alpina Wegner
Alpina Wegner
VP, Corporate Controller
6/13/2018

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: _____

Print: _____

Title: _____

Date: _____

Addison G. Davis
Addison G. Davis
Superintendent of Schools
6/14/18

(Signature Page to Client Services Agreement)

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ORDER FORM

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

| | |
|--|--|
| I. Client Information <input checked="" type="checkbox"/> New Client <input type="checkbox"/> Existing Client <input checked="" type="checkbox"/> System Integrator Implementation <input type="checkbox"/> Reseller | |
| 1. Client Name: The School Board of Clay County, Florida | |
| 2. Address: 900 Walnut Street – Green Cove Springs, FL 32043 | |
| 3. Effective Date: June 11, 2018 | 4. Target Go-Live Date: 7/19/18, provided that the project kickoff meeting occurs not later than 4/23/2018. For each day that the project kickoff occurs after 4/23/2018, the Target Go Live Date shall be extended an equal number of days |
| 5. End of Initial Subscription Term: 5 years from the date of Benefitfocus Marketplace Deployment as defined in IV. | |
| 6. Employee Count: 4,300 Enrollment Eligible (Full) 0 Enrollment Eligible (Voluntary Only) 0 Non-Enrollment Eligible | 7. Account Executive: Vincent Furlani |
| 8. Solutions Engineer: Chris Clifford | |
| 9. Implementation Contact (name, email): Sheila Gann, Sheila.gann@myoneclay.net | 10. Invoice Contact (name, email, address, and county): Sheila Gann, Sheila.gann@myoneclay.net . Please copy in Janna Thornton, janna.thornton@myoneclay.net |
| 11. Duplicate Invoice: (Yes/No) Yes | 12. Duplicate Invoice Contact Information (name, email, address): Aflac, Tameka Footman, tfootman@aflac.com , 1932 Wynnton Rd, Columbus, AG 31999 |
| II. Services | |
| IMPLEMENTATION & SOFTWARE SERVICES | |
| <input checked="" type="checkbox"/> BENEFITFOCUS® MARKETPLACE SOFTWARE SERVICES | |
| <input checked="" type="checkbox"/> BenefitsPlace | |
| Benefitfocus Marketplace Product Upgrades | |
| <input type="checkbox"/> Advanced Branding <input type="checkbox"/> Guided Shopping <input type="checkbox"/> Platform Usage Stats <input type="checkbox"/> Advanced Reporting <input type="checkbox"/> Single Sign-On (SAML 2.0) <input type="checkbox"/> Additional Payroll deduction file integration <input type="checkbox"/> Initial Data Load (2 or more Data Sources) <input type="checkbox"/> Total Compensation App <input type="checkbox"/> Self Service <input type="checkbox"/> Full Service <input type="checkbox"/> Implementation <input type="checkbox"/> Data Refresh <input type="checkbox"/> Additional data sources <input type="checkbox"/> Employee segmentation | |
| <input type="checkbox"/> One Time Dependent Audit | |
| <input type="checkbox"/> Benefitfocus ACA Management & Reporting <input type="checkbox"/> Optional Data Support Services <input type="checkbox"/> Paper Fulfillment Services (ACA Management & Reporting) | |
| <input type="checkbox"/> ACA Max (Standard Benefitfocus Data Integration) | |
| <input type="checkbox"/> Benefitfocus Communication Portal (Stand Alone) | |
| Benefitfocus Communication Portal Product Upgrades <input type="checkbox"/> Advanced Branding <input type="checkbox"/> Platform Usage Stats | |
| <input type="checkbox"/> BENEFITFOCUS® Analytics <input type="checkbox"/> Core Analytics <input type="checkbox"/> Advanced Analytics <input type="checkbox"/> Additional Data Sources (In Excess of Three) | |
| <input type="checkbox"/> Benefitfocus Benefits Service Center <input type="checkbox"/> Employee Services <input type="checkbox"/> Employee Services Plus Administrative Services <input type="checkbox"/> Fulfillment Services <input type="checkbox"/> Standard Open Enrollment Confirmation Statements <input type="checkbox"/> Standard Ongoing New Hire Packets <input type="checkbox"/> Custom Fulfillment Services <input type="checkbox"/> Extended Hours | |
| <input type="checkbox"/> Additional Services: <input type="checkbox"/> Annual Subscription Training <input type="checkbox"/> One Time Training | |
| Benefitfocus Professional Services <input type="checkbox"/> Content Management Services: <input type="checkbox"/> 40 hours <input type="checkbox"/> 60 hours <input type="checkbox"/> 60 hours <input type="checkbox"/> Custom Report <input checked="" type="checkbox"/> Transmission Project | |
| <input type="checkbox"/> Video Production Services <input type="checkbox"/> Style A <input type="checkbox"/> Style B <input type="checkbox"/> Extend to 8 Minutes <input type="checkbox"/> Style C <input type="checkbox"/> Extend to 8 Minutes | |

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☐ Single Sign-On (SAML 2.0)

☐ Additional On-Screen Talent

☐ Make-Up

☐ Expediting Fee

☐ Video Hosting Services ☐ One Place Registration Services

ACCOUNT ADMINISTRATION SERVICES

WageWorks, Inc.

☐ COBRA

☐ Full Open Enrollment Services
☐ Partial Open Enrollment Services

☐ Direct Billing

☐ Full Open Enrollment Services
☐ Partial Open Enrollment Services

☐ HRA

☐ Form 5500 (HRA)

☐ Commuter

☐ FSA

☐ Form 5500 (FSA)

Discovery Benefits, Inc.

☐ FSA ☐ HRA ☐ HSA ☐ Transportation ☐ COBRA (inbound and outbound transmission) ☐ Direct Billing/Retiree Billing

Benefitfocus

☐ FSA ☐ HRA ☐ HSA ☐ COBRA ☐ Direct Billing ☐ Consolidated Billing
☐ Invoice Reconciliation

III. Implementation Services

A. Service

One-Time Fee

Benefitfocus Marketplace for Enrollment Eligible Employees (Full) \$18,200

Benefitfocus Marketplace for Enrollment Eligible Employees (Voluntary Only) Not in Scope

Benefitfocus Marketplace for Non-Enrollment Eligible Employees Not in Scope

Transmission Project(s) defined in Appendix A Waived

TOTAL ONE-TIME FEES \$18,200

B. Implementation Services Terms and Conditions

1. Implementation Services shall commence upon the Effective Date, and continue until Acceptance, as defined in Section III. B.2.
2. Acceptance procedures are as follows:
 - a. Each deliverable identified by Benefitfocus during implementation as Implementation Services deliverables will be Accepted upon the earlier of: (i) Client uses the applicable Software Services or deliverable(s) under essentially normal operating conditions, or (ii) Client fails to reject the applicable Software Services within ten (10) business days of Benefitfocus' notice that the applicable Implementation Services have been completed.
 - b. Should Client reject a deliverable, such rejection must be accompanied by an explanation of the reasons for the rejection, including specific references to those portions of any relevant schedule, deliverable, acceptance criteria, or product Documentation, which is the basis for the rejection, including identifying those deficiencies that must be corrected in order for the deliverable to be Accepted. Client shall not offer as the basis for any rejection, and Benefitfocus shall not be required to correct, (i) any minor imperfections or defects that do not materially impair the operation or utility of any deliverable or the Software Services; or (ii) lack of data transmission to any non-integrated carriers; or (iii) any delays caused by Client or Client's carriers or vendors.
3. Except as otherwise stated herein, the Implementation Services fees defined in Section III will be invoiced upon Client's execution of this Order Form. Benefitfocus will invoice Client for any increases in the number of units (e.g. Enrollment Eligible Employees, Non-Enrollment Eligible Employees, Transmission Projects, Vendor Data Interfaces, Single Sign-On links, etc.) that occurs during the Benefitfocus Marketplace implementation upon Client's Acceptance.
4. Client agrees that the Base Benefitfocus Marketplace Implementation Services Fees include data exchange configuration enablement and testing services for the Interfaces defined in Appendix A. A \$5,000 fee will apply for each additional Vendor Data Interface that requires a Transmission Project as defined in the attached Appendix A.
5. Support of a payroll solution beyond the scope defined in Appendices A and B, including, without limitation, a change in the described solution or an increase in the number of Payroll Data Integration Interfaces to be supported, requires further scoping and fees. Except to the extent the delay is solely caused by Benefitfocus, and unless otherwise agreed upon in writing, there will be no extensions or refunds in the event Client fails to use the Payroll Implementation Services within twelve (12) months of the Effective Date.
6. Except for travel expenses for Client to travel to Benefitfocus during the initial implementation of the Benefitfocus Marketplace, Client agrees to reimburse Benefitfocus for reasonable travel expenses approved in advance by Client and understands that, except where noted herein, travel is not included within the fees presented herein and is an additional charge, which shall be invoiced at cost to the Client.

IV. Ongoing Software Services

| Services Description | Invoice Frequency | Rate | Minimum Quantity | Fee | Billing Terms |
|--|-------------------|--------|------------------|------------|--------------------------------|
| Benefitfocus Marketplace (Per Enrollment Eligible Employee (Full)) | Monthly | \$2.28 | 4,300 | \$9,804.00 | See Order Form, Section IV.A.1 |

A. Ongoing Software Services Terms and Conditions

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1. At the End of the Initial Subscription Term, and any renewal term thereof, the Ongoing Software Services shall automatically renew for additional one (1) year terms (each a "Renewal Term"), unless either party provides written notice of its intent to not renew not less than ninety (90) days prior to the end of the then current term.
2. Base Benefitfocus Marketplace Software Services:
 - a. Commencement of the Base Benefitfocus Marketplace Software Services invoicing shall begin upon: (i) the month in which the Software Services achieve Base Benefitfocus Marketplace Deployment. "Base Benefitfocus Marketplace Deployment" is defined as the date that, (a) the Communication Portal available for use by Client (or any Authorized Users), or (b) any benefit to be managed within the enrollment module is available for use by Client (or any Authorized Users) or, (ii) provided that the delay is not caused solely by Benefitfocus, the Target Go-Live Date. For each day of delay caused solely by Benefitfocus, Deployment shall be delayed by an equal number of days.
 - b. Upon Base Benefitfocus Marketplace Deployment, and monthly thereafter, Benefitfocus will invoice Client based upon the greater of: (i) the minimum number of Enrollment Eligible Employees (Full or Voluntary Only) and Non-Enrollment Eligible Employees multiplied by the respective PEPM rate; or (ii) the actual number of Enrollment Eligible Employees (Full or Voluntary Only) and Non-Enrollment Eligible Employees loaded within the Benefitfocus Marketplace multiplied by the respective PEPM rate.
 - c. Client agrees that the Base Benefitfocus Marketplace Implementation Services Fees include data exchange configuration enablement and testing services for the Interfaces defined in Appendix A plus two additional "Transmission" Data Interfaces that may be subsequently added to the scope of the Order Form via a subsequent Order Form. These two additional "Transmission" Data Interfaces are excluded from the attached Appendix A (which currently provides eight (8)) and can be added during the Order Form Term at no additional cost via a subsequent Order Form signed by the parties. A \$1.00 PEPM fee per Vendor Data Interface will apply for each additional Vendor Data Interface in excess of those Interfaces defined in Appendix A and such two additional "Transmission" Data Interfaces to the extent the "Fees Apply" checkbox is selected for that Vendor Data Interface in the attached Appendix A or as defined in a subsequent Add-On Order Form signed by the Parties.
3. Definitions:
 - a. An "Additional Benefitfocus Marketplace Data Source for Initial Load" means that term defined in Appendix A to this Order Form.
 - b. A "Data Capture" means that term defined in Appendix A to this Order Form.
 - c. A "Vendor Data Interface" means that term defined in Appendix A to this Order Form.
 - d. An "Enrollment Eligible Employee" term used without reference to "Full" or "Voluntary Only" means both Enrollment Eligible Employee (Full) and Enrollment Eligible Employee (Voluntary Only).
 - e. An "Enrollment Eligible Employee (Full)" means an employee that is eligible for at least one (1) medical, dental, vision, or other IRC Section 125 benefit type within the Benefitfocus Marketplace.
 - f. An "Enrollment Eligible Employee (Voluntary Only)" means an employee that is only eligible for enrolling in one (1) or more non-IRC Section 125 benefit types configured within the Benefitfocus Marketplace.
 - g. A "Non-Enrollment Eligible Employee" means an employee that is not eligible for enrollment in a benefit configured within the Benefitfocus Marketplace and is either, (i) provided access to the Employee Communication Portal component of the Benefitfocus Marketplace, or (ii) not provided access to the Benefitfocus Marketplace and, if applicable, is loaded within the Benefitfocus Marketplace solely for the purpose of performing data transmission and/or reporting functions.
 - h. An "Enrolled Employee with Dependent(s)" means a Client employee loaded within the Benefitfocus Marketplace that is enrolled in one or more configured benefit plans with a coverage level that includes at least one enrolled dependent.
 - i. A "Payroll Data Integration Interface" means one data transmission link that includes up to one (1) inbound employee demographic file from Client's HR Indicative or payroll system for importing within the Benefitfocus Marketplace and one (1) outbound deduction file exported to Client's HR Indicative or payroll system from the Benefitfocus Marketplace.
 - j. A "Transmission Vendor Data Interface" means that term defined in Appendix A to this Order Form.
 - k. A "Transmission Project Vendor Data Interface" means that term defined in Appendix A to this Order Form.
4. The fees set forth in the Order Form will remain fixed for the first twelve (12) months following Deployment. Annually, thereafter, Benefitfocus will increase the Ongoing Software Services fees on an annual basis by the greater of 3% or, CPI-U.
5. As a courtesy and convenience to Client, Benefitfocus agrees to provide a duplicate invoice to, to make limited attempts to collect amounts due hereunder, and to accept payment under this Order Form in the amount of \$.50 Per Enrollment Eligible Employee (full) from Aflac. Such amounts received from Aflac will be applied against the above Minimum Fees due under Section IV.A; provided, however that such duplicate invoice shall not constitute a waiver of Client's obligation to pay for the Services and in the event of non-payment by Aflac, Client shall remain liable for all amounts due hereunder.

This Order Form is accepted and agreed to by:

BENEFITFOCUS.COM, INC.

By: _____

Print: _____

Title: _____

Date: _____

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: _____

Print: _____

Title: _____

Date: _____

(Signature Page of Order Form)

**ORDER FORM**

Appendix A Implementation Order Form

Section I: Payroll Provider(s):

Total Number of Payroll Integration Data Interfaces: 1 (Insert in Section III.B of Order Form)

| PAYROLL DETAILS | |
|---|------------------------------------|
| Payroll In Scope? (Y/N) | Y |
| File Type (Demographic vs Deduction) | 1 Demographic and 1 Deduction File |
| Deduction Based or Enrollment Based (if Deduction File) | Enrollment Based |
| Payroll system administered by client or 3rd party? | Client |
| Payroll system name and version for Demographic/Import File | Business Plus 7.10 |
| Payroll system name and version for Deduction/Export File | Business Plus 7.10 |
| 2-way integration required? (Y/N) | Y |

Section II: Vendor Benefit Providers:

Total Number of Transmission Projects: 1 (Insert in Section III.A of Order Form)

Total Number of Vendors in Excess of Eight (8) (This excludes the payroll integration and BenefitsPlace integrations: 0 (Insert in Section IV of Order Form))

| Vendor Interface | Benefit Type | Data Capture, Transmission, Project, Transmission (API) | BenefitsPlace Product? | BFST BOR? | Commission Split Agreement w/ Client Broker? | Third Party Payer? | PEPY Fee? |
|----------------------------|----------------------------|---|--|--|--|--|--|
| United Healthcare | Medical | Transmission | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| Optum Bank | HSA | Transmission | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| United Healthcare | Pharmacy | Transmission | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| Delta Dental FL | Dental | Transmission | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| DeltaCare | Dental | Transmission | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| Humana | Vision | Transmission | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| United Healthcare | Healthcare FSA | Transmission | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| United Healthcare | Dependent Care FSA | Transmission | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| Liberty Mutual | Basic Life and AD&D | Transmission | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| Liberty Mutual | Supplemental Life and AD&D | Transmission | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| Liberty Mutual | Supplemental Spouse Life | Transmission | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| Liberty Mutual | Supplemental Child Life | Transmission | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| Liberty Mutual | Short Term Disability | Transmission | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| Liberty Mutual | Long Term Disability | Transmission | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| Liberty Mutual | EOI (Outbound) | Transmission | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| Key Benefit Administrators | Medical Gap | Transmission Project | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| Liberty Mutual | EAP | Data Capture | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| AFLAC | Whole Life | Transmission | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| AFLAC | Accident | Transmission | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |

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| | | | | | | | |
|-------|---------------------|--------------|--|--|--|--|--|
| AFLAC | Critical Illness | Transmission | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
|-------|---------------------|--------------|--|--|--|--|--|

Section III: SSO Links:

Total Number of SSO Links: -0 (Insert in Section III.A of Order Form)

Section IV: Vendor Benefit Providers:

Total Number of Benefitfocus Marketplace Data Sources for Initial Load in Excess of one (1): 0 (Insert in Section III.A of Order Form)

Section V. Definitions:

1. A "Benefitfocus Marketplace Data Source for Initial Load" means a third party data source that is used to complete the initial data load of Client's employee data within the Benefitfocus Marketplace during the initial Benefitfocus Marketplace implementation.
2. A "Data Capture" link means that the applicable benefit type will be enabled and the associated benefit elections will be stored within the Enrollment Portal; provided, however, the transmission of such benefit elections data from Benefitfocus to the applicable carrier or third party provider system is not commercially available or in scope, and shall be the responsibility of Client (or its Authorized User) utilizing Benefitfocus' standard or ad-hoc reports through self-service.
3. A "Vendor Data Interface" means a file containing Client Data for one or more Vendor benefit products or other Vendor indicative data that is transmitted from the Benefitfocus Marketplace Client's third party vendor, or received from Client's third party vendor for importing within the Benefitfocus Marketplace.
4. A "SSO Link" means a single sign-on link defined as in scope per Appendix B to the Order Form.
5. A "Payroll Integration Data Interface" means one data transmission link that includes up to one (1) inbound employee demographic file from Client's HR indicative or payroll system for importing within the Benefitfocus Marketplace and one (1) outbound deduction file exported to Client's HR indicative or payroll system from the Benefitfocus Marketplace.
6. A "Transmission" Vendor Data Interface means that, as of the Effective Date of the Order Form, an interface to transmit the applicable employee benefits data from Benefitfocus to the applicable Vendor system is commercially available for enablement within the Benefitfocus Marketplace and will be enabled, tested, and deployed within Client's production environment by Benefitfocus. This link also includes an API link made commercially available by Benefitfocus.
7. A "Transmission Project" Vendor Data Interface means that the applicable Vendor benefit type will be enabled as a "Data Capture" link (as defined above); provided, however, that Benefitfocus will add such request to its EDI development queue in order to convert to a "Transmission" eLink.



Appendix B: Professional Services Description

This Appendix B defines: (i) a high level overview of the Professional Services to implement the Software Service specified in the Order Form between School Board of Clay County, Florida ("Client") and Benefitfocus.com, Inc. Detail regarding specific tasks, resources, and deliverables are defined within the project plan created as part of project coordination and discovery.

I. Benefitfocus Marketplace Professional Services:

A. Benefitfocus shall:

1. Conduct pre-implementation coordination and scheduling
2. Hold a discovery kick-off call to initiate implementation project
3. Create, review, and finalize project plan for *Benefitfocus* Marketplace implementation
4. Review and finalize system configuration and Documentation
5. Provide access to on-demand online standard training videos, assessments, and product documentation designed to provide users with foundational skills.
6. Provide quarterly content updates to ensure training information is aligned with system functionality.
7. Conduct internal quality assurance and Client acceptance testing
8. Complete Client Acceptance signoff and deploy to a production environment
9. For this implementation, Benefitfocus will configure one (1) benefit plan year, with an open enrollment initial production deployment.
10. Client shall:
 - a. Provide all plan documentation, rates, employee demographic data, eligibility rules, and any additional information reasonably necessary for the completion of discovery and configuration of the *Benefitfocus* Marketplace
 - b. Provide resources to attend status meetings, participate in the completion of discovery and the testing of the *Benefitfocus* Marketplace, including, but not limited to Human Resources, payroll and other data subject matter experts, and IT resources.
 - c. Complete online trainings as required by the implementation project plan
 - d. Complete testing and provide signoff at key milestones defined in the implementation project plan

B. Standard payroll integration using the standard Benefitfocus specifications will be implemented for the Target Go Live Date

C. Benefit plans and carriers must be determined at the time of signature. Each day of delay will delay the Target Go-Live Date by an equal number of days, without penalty to Benefitfocus.

II. Benefitfocus Marketplace Implementation Services (Enrollment Portal):

A. Project coordination and discovery:

1. Hold a discovery kick-off call to initiate the implementation project, including providing Client with templates for gathering benefits, plan, and rule information
2. Review and finalize enrollment configuration documentation, including implementation profile, change reason profile, and client-specific rules
3. Limited to those benefits and benefit providers specified as "EDI Transmission" within the Implementation Order Form, Benefitfocus shall provide HIPAA 834 and iMax® format specifications and participate in discovery calls with Client and Client's benefit provider to plan EDI protocols, including schedules, file naming conventions, transmission details (e.g. URLs for Secure FTP), exception handling procedures, and data maps

B. Configuration of enrollment application and standard reporting functionality:

1. Configure enrollment application with Client's plans, offerings, and designated carrier contract rules
2. Configure open enrollment dates and enablements
3. Enable standard Benefitfocus reporting functionality

C. Initial Data Load (Enrollment Portal):

1. Client will provide Benefitfocus with the appropriate data sets from either its current system of record or its carriers.
2. Once the applicable data files are received from Client and Client's benefit providers (as applicable), Benefitfocus will load the applicable employee benefits data, dependent information, and current benefit elections that include EOI in the enrollment portal (excluding all benefit elections that do not include EOI beneficiary information) and perform internal quality assurance of loaded data.

D. Conduct Client Acceptance testing:

1. Provide Client access to test system configured with Client-specific settings
2. Schedule and conduct a walkthrough of enrollment system with Client to review business rules and plan configurations
3. Verify data load, review exceptions with Client, and determine strategy for resolving data exceptions
4. Provide templates for Client signoff on acceptance of employer and rate information



Appendix B: Professional Services Description

III. Benefitfocus Marketplace Implementation Services (Communication Portal):

- A. Project coordination and discovery:
 - 1. Hold a discovery session, including definition of Client corporate style, URL, and content library configuration
- B. Configuration of the Communication Portal:
 - 1. Activate the Communication Portal with Client-specific URL (20-character limit with no special characters or dashes)
 - 2. Configure user IDs and passwords for Client HR Administrators
 - 3. Upload Client's logo
 - 4. Display pre-authored Benefitfocus Marketplace content per Client's specifications
- C. Client shall:
 - 1. Provide Benefitfocus with URL and logo (.png, .gif or .jpg) image
 - 2. Complete configuration of the Communications Portal in preparation for use by Client and its Authorized Users

IV. Data exchange (eLinks) Implementation Services:

- A. Implement and test the facilities for EDI data transmission (Transmission eLinks) and Data Capture (Transmission Projects) of benefit elections from Benefitfocus Marketplace to Client's benefit providers, who are integrated with Benefitfocus and identified within the Implementation Order Form as "Transmission" or "Data Capture (Transmission Project)", and utilizing HIPAA 834 or iMax® and benefit provider transmission schedules

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

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

V. Payroll Implementation Services:

Due to the custom nature of payroll systems integrations, Payroll Connect implementation is scheduled according to the Benefitfocus software release schedule

- A. Payroll Connect Implementation Services requires technical discovery and configuration
- B. Inbound and outbound files: Implement one (1) file-based data exchange (inbound demographic file and outbound deduction file) interface to and from Client system using a Benefitfocus standard file format. Benefitfocus will:
 - 1. Hold a discovery call with Client's payroll system subject matter expert
 - 2. Provide specifications to Client on the Benefitfocus file format and required data elements
 - 3. Document schedule and connections specifications for regular payroll file exchange
 - 4. Review Benefitfocus job and exception reports and define error resolution procedures
 - 5. Determine and document a schedule for payroll implementation, testing, and deployment
 - 6. Create an inbound payroll file processor for Client's extract file
 - 7. Conduct payroll file processing testing
 - 8. Configure a payroll file processor in a test environment
 - 9. Conduct up to three (3) successful test cycles in which a test extract file is received from Client and processed into Benefitfocus Marketplace



Appendix B: Professional Services Description

10. Conduct up to three (3) successful test cycles in which test payroll deduction file is extracted from Benefitfocus Marketplace and imported into the Client system

VI. Plan Shopping App Implementation Services:

A. Project coordination and discovery:

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

B. Carrier enablements

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

C. Conduct Client acceptance testing:

1. Provide Client access to test system configured with Client-specific settings
2. Schedule and conduct walkthrough of Plan Shopping App with Client to review configurations
3. Test the facilities for data integration from Benefitfocus Marketplace to the Plan Shopping App to validate the estimated costs based upon the configured plan attributes and selected Utilization Data



Appendix C: Software Services and Software Support

Description

This Appendix C defines: (I) a high level overview of the functionality of the Software Services selected in the Order Form between Client and Benefitfocus.com, Inc. ("Benefitfocus"). Detailed functionality for the Software Services, subject to warranty claims, is defined within the current versions of the User Guide, Admin Guide and Report Guide, as provided to Client, and as updated with each new release.

I. Summary of *Benefitfocus* Marketplace Functionality:

A. Communication Portal:

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

B. Online benefit enrollment:

1. Online enrollment for Client's benefits (listed in Appendix A to the Order Form - Implementation Order Form), or as may be amended via an eLink Order Form and consisting of:
 - a. Employee tasks:
 - i. Enter or change personal and demographic information
 - ii. Benefit elections and life event changes
 - iii. Printing of enrollment confirmation
 - b. HR Administrator tasks (in addition to employee tasks):
 - i. Add/terminate/rehire employees
 - ii. Add, change, or cancel COBRA elections
 - c. Defined contribution functionality:
 - i. Shopping cart feature within the Benefitfocus Employee Role™, including:
 1. Display of applicable defined contribution amounts based upon the configured business rules and benefit enablements
 2. Progressive allocation of the defined contribution amounts based upon the plans selected during the enrollment user workflow
 - d. Plan Shopping Application to compare plan attributes and out-of-pocket expenses for selected medical plans

C. Reporting Library:

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

D. Event driven notifications:

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

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

E. eLinks:

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

F. Payroll Connect:

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



Appendix C: Software Services and Software Support Description

G. Plan Shopping App:

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

II. Summary of *Benefitfocus* Marketplace Support Services:

- A. *Benefitfocus* Marketplace technical services:
 1. Monitoring of technical services, including system connectivity to the Internet, server capacity and configuration, application performance, power, failover and disaster recovery systems
 2. Administration and maintenance of database configurations, disk space, and required hardware components
 3. Staffing for 24/7 response to critical alerts. A "critical alert" is an error or other issue which materially degrades Client's use of the Software Services or causes serious disruption of Client's business function supported by the Software Services.
 4. Liaison services with Client information technology departments, as required to provide the Software Services
- B. eLinks and Payroll Connect, and software configuration support:
 1. Manage and monitor eLinks and Payroll Connect data transmission, as implemented
 2. Research and resolve data conflicts and errors, as applicable
 3. Implement updates to Client's business rules, benefits configurations, and eLinks implemented within the software upon instruction by Client
 4. Manage and monitor Plan Shopping App, as implemented
- C. Application support:
 1. Application support shall be provided by a Benefitfocus Account Manager from 8:00 a.m. to 8:00 p.m. EST, in the contiguous U.S. and subject to Daylight Savings Time rules, Monday through Friday (excluding Benefitfocus holidays)
- D. Ongoing software maintenance:
 1. Design and development of features, enhancements, and other updates for inclusion in software releases, patches, test environments, and Documentation
 2. Ongoing updates to standard product Documentation, user guides, training materials, and online help

Appendix D

HIPAA Business Associate Addendum



This HIPAA Business Associate Addendum ("Addendum") is made as of June 11, 2018 (the "Addendum Effective Date") by Benefitfocus.com, Inc. ("Benefitfocus"), with a principal place of business at 100 Benefitfocus Way, Charleston, SC 29492 and the School Board of Clay County, Florida ("Client"), with a principal place of business at 900 Walnut Street, Green Cove Springs, FL 32043 (each individually a "Party" and collectively the "Parties"). This Addendum, supplements, is made a part of, and is incorporated by reference into any Agreement (individually & collectively, the "Agreement") between Benefitfocus and Client.

- 1) Definitions. Capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings set forth in the then-current Privacy and Security Rules.
 - a) Access shall have the limited meaning set forth within 45 CFR § 164.304.
 - b) Breach shall have the meaning set forth within 45 CFR § 164.402.
 - c) Business Associate shall have the meaning set forth within 45 CFR § 160.103.
 - d) Designated Record Set shall have the same meaning as the term "designated record set" in 45 CFR § 164.501.
 - e) Electronic Health Record shall have the meaning set forth in Section 13400(5) of the HITECH Act.
 - f) Electronic PHI shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 CFR § 160.103, as applied to the information that a Party creates, receives, maintains or transmits from or on behalf of Covered Entity.
 - g) Individual shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 - h) HIPAA means the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
 - i) HIPAA Regulations means those regulations promulgated under HIPAA by the U.S. Department of Health and Human Services.
 - j) HITECH Act means Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5, 42 USC 17921 et seq.) ("ARRA"), also known as the Health Information Technology for Economic and Clinical Health Act, which becomes effective as of February 18, 2010, or such other date or dates as finally specified.
 - k) Law Enforcement Official shall have the meaning set forth in 45 CFR § 164.103.
 - l) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 162 and Part 164, Subparts A and E.
 - m) PHI shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, as applied to the information created or received by a Party from or on behalf of Covered Entity.
 - n) Required by Law shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
 - o) Secretary shall mean the Secretary of the Department of Health and Human Services or his or her designee.

- p) Security Incident shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 CFR § 164.304.
 - q) Security Rule shall mean the Security Standards at 45 CFR Parts 160 and 162 and Parts 164, Subparts A and C.
 - r) Unsecured Protected Health Information shall have the meaning set forth within 45 CFR § 164.402.
- 2) Permitted Uses and Disclosures of PHI.
- a) Uses and Disclosures of PHI. Except as otherwise limited in this Addendum, each Party may use or disclose PHI to perform functions, activities or services for, or on behalf of, the other Party as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the other Party.
 - b) Permitted Uses of PHI. Except as otherwise limited in this Addendum, each Party may use PHI for its proper management and administration or to carry out its legal responsibilities. A Party may also use PHI to provide Data Aggregation subject to the provisions of 2(d) herein.
 - c) Permitted Disclosures of PHI. Except as otherwise limited in this Addendum, each Party may disclose PHI for the proper management and administration of the Party, provided that the disclosures are required by law or the disclosing Party obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed pursuant to this Addendum), and that the person agrees to notify the disclosing Party of any instances of which it is aware in which the confidentiality of the information has been breached. A Party may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR Section 164.502(j)(1).
 - d) De-Identification of PHI. Except as otherwise limited in this Addendum, a Party may de-identify PHI provided that the de-identification conforms to the requirements of the Privacy Rule and further provided that a Party provides to the other Party the documentation required by the Privacy Rule. Data so de-identified does not constitute "PHI" and is not subject to the terms of this Addendum.
- 3) Obligations.
- a) Appropriate Safeguards. Each Party shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Agreement and this Addendum. Each Party shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI, as defined by the Security Rule. Each Party shall comply with the provisions of 45 CFR Sections 164.308, 164.310, 164.312 and 164.316 relating to implementation of administrative, physical and technical safeguards with respect to Electronic PHI in the same manner that such provisions apply to a HIPAA Covered Entity.
 - b) Reporting of Improper Use or Disclosure, Breach or Security Incident. Each Party shall report to the other Party any use or disclosure of PHI not provided for by the Agreement and this Addendum, including a Breach, within five (5) calendar days of becoming aware of such incident. Such notification shall include the identification of each individual whose Unsecured PHI has been, or is reasonably to have been, accessed, acquired or disclosed during the Breach. Each Party shall cooperate with the other Party in investigating the Breach so that each Party may meet its respective obligations under the HITECH Act, any other security breach notification law, or as required by contracts with other parties, including Covered Entities. Each Party shall report any Security Incident upon becoming aware of such incident; provided, however, that neither Party shall be required to report an immaterial incident consisting solely of trivial incidents that occur on a daily basis, such as scans, "pings," or an unsuccessful attempt to improperly access Electronic PHI that is stored in an information system under its control.
 - c) Mitigation. Each Party agrees to mitigate, to the extent practicable, any harmful effect that is known to it as a result of a use or disclosure of PHI in violation of this Addendum's requirements or that would otherwise cause a Breach of Unsecured PHI.

- d) **Agents.** Each Party shall ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the other Party, or on behalf of Covered Entity, agrees to restrictions and conditions no less stringent than those that apply through this Addendum to the Parties with respect to such PHI. Each Party shall ensure that any agent, including a subcontractor, to whom it provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect such information.
- e) **Access to PHI.** Each Party shall provide access, at the request of a Covered Entity, and in the time and manner designated by a Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Section 164.524 and, if and when applicable, Section 13405(e)(1) of the HITECH Act.
- f) **Amendment of PHI.** Each Party shall make any amendment(s) to PHI in a Designated Record Set that a Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of Covered Entity or an Individual, and in the reasonable time and manner designated by the Covered Entity. Any denial of amendment of PHI by a Party or its agents or subcontractors shall be the responsibility of Covered Entity.
- g) **Documentation and Accounting of Disclosures.** Each Party agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528 and, if and when applicable, Section 13405(c) of the HITECH Act. Each Party agrees to provide to Covered Entity, in the time and manner reasonably designated by Covered Entity, information collected in accordance with the first sentence of this Section, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528 and, if and when applicable, Section 13405(c) of the HITECH Act. In the event that the request for an accounting is delivered directly to a Party or its agents or subcontractors, a Party shall forward such request to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested.
- h) **Governmental Access to Records.** Each Party shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by a Party on behalf of a Covered Entity available to the Secretary and, at the request of Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and the Security Rule.
- i) **Additional HITECH Act Requirements.** To the extent applicable, each Party shall comply with the provisions of the HITECH Act set forth below, and any additional obligations imposed upon Business Associates by the HITECH Act, commencing on the date that compliance with each such provision is required by the HITECH Act:
 - i) A Party shall take reasonable steps to cure a breach of this Addendum if it knows of a pattern of activity or practice by the other Party, or a subcontractor or agent thereof that violates this Addendum, in accordance with Section 13404(b) of the HITECH Act.
 - ii) Each Party (or its agents or subcontractors) shall only request, use and disclose the minimum necessary amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with Section 13405(b) of the HITECH Act.
 - iii) Each Party shall comply with the prohibition on the sale of Electronic Health Records and PHI set forth in Section 13405(d) of the HITECH Act.
 - iv) Each Party's notification of a Breach of Unsecured Protected Health Information shall comply in all respects with each applicable provision of Section 13402 of HITECH, 42 U.S.C. 17932.

4) **Term and Termination.**

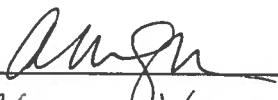
- a) **Term.** The term of this Addendum shall commence as of the Addendum Effective Date, and shall terminate when all of the PHI provided by one Party to the other Party, or created or received by a Party on behalf of Covered Entity, is returned to Covered Entity or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the Effect of Termination Section.
- b) **Termination.** Upon knowledge of a material breach by a Party of this Addendum, the non-Breaching Party shall either (i) provide an opportunity for the breaching Party to cure the breach or end the violation within the time reasonably specified by the non-breaching Party, or (ii) immediately terminate this Addendum and the Agreement if cure is not possible; or (iii) If termination is not feasible, file a report with the Secretary and the Covered Entity providing the PHI, and provide copies of such reports to the breaching Party.
- c) **Effect of Termination.** The respective rights and obligations of the Parties under this Section shall survive the termination of the Addendum and the Agreement.
 - i) Except as provided in paragraph (b) of this Section, upon termination of the Agreement or this Addendum for any reason, each Party shall return or destroy all PHI received from the other Party, or created or received by a Party on behalf of Covered Entity pursuant to the Agreement, and shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of a Party.
 - ii) In the event that a Party determines that returning or destroying the PHI is not feasible, that Party shall provide to the other Party notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of PHI is not feasible, a Party shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as that Party maintains such PHI.
- 5) **Indemnification.** The parties agree and acknowledge that, the indemnification obligations contained under the Agreement shall govern each party's performance under this Addendum.
- 6) **Amendment and Interpretation.** The parties acknowledge that this Addendum is intended to reflect the requirements of the Privacy Rule and Security Rule, as amended by the HITECH Act, upon the date they become finally effective. The Parties agree to take such action to amend this Addendum from time to time as necessary for the Parties to comply with the requirements of the Privacy Rule and the Security Rule, or any contractual requirements imposed by such Privacy or Security Rule or any reasonable amendment thereof. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the parties to comply with the Privacy Rule and the Security Rule as applicable to such party.
- 7) **Mandatory Change Process.** To the extent that a Party is required to materially alter its services, processes or procedures as specified in the Agreement in order to comply with the provisions of the Privacy Rule and/or Security Rule as they may be amended after the Addendum Effective Date, the Parties agree to mutually negotiate any required adjustment in fees or services.
- 8) **No Third Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- 9) **Prior Agreement.** Except as expressly amended herein, all other terms and conditions as set forth in the Agreement shall remain in full force and effect. The Agreement, as amended by this and other Amendments, and Addenda shall remain and continue in full force and effect, and shall continue to be binding on the parties hereto. To the extent that there is any inconsistency between this Addendum and any Agreement, this Addendum shall control.

<<SIGNATURE PAGE FOLLOWS>>


HIPAA Business Associate Addendum

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

BENEFITFOCUS.COM, INC.

By: 
Print: Alpana Wegner
Title: VP, Corporate Controller
Date: 6/13/2018

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By: 
Print: Addison G. Davis
Title: Superintendent of Schools
Date: 6/11/18

(Signature Page to the Business Associate Addendum)