

188930

**CITY OF PORTLAND
AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES**

CONTRACT NUMBER 30006290

**TITLE OF WORK PROJECT
Direct Bill, Flexible Spending Account (FSA), and Health Reimbursement
Account (HRA) Programs**

This contract is between the City of Portland ("City," or "Bureau") and WageWorks, Inc., hereafter called Consultant. The City's Project Manager for this is Cathy Bless, Health & Financial Benefits Manager.

Effective Date and Duration

This contract shall become effective on June 1, 2018. The initial term of the contract shall be from June 1, 2018 to June 30, 2018 (the "Initial Term"). Thereafter, each successive term of the contract shall begin on July 1, starting on July 1, 2018 and ending on June 30 of each successive year. This contract shall expire, unless otherwise terminated or extended, on June 30, 2023

Consideration

- (a) City agrees to pay Consultant administrative fees as outlined in Compensation for the duration of this contract period. In addition, The City will pay the Contractor for the reimbursements made to eligible participants who have made qualifying elections and reimbursement requests under the Flexible Spending Account (FSA) and Health Reimbursement Account (HRA). The total sum not to exceed an estimated \$19,000,000 for the contract period.

CONSULTANT DATA AND CERTIFICATION

Name (print full legal name): WageWorks, Inc.

Address: 1100 Park Place, 4th Floor, San Mateo, CA 94403

Employer Identification Number (EIN): 94-3351864

City of Portland Business Tax Registration Number: 93-6002236

_____ Citizenship: ☐ Nonresident alien ☐ Yes
No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation
☐ Limited Liability Co (LLC) ☐ Estate/Trust ☐ Public Service Corp. ☐ Government/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval.

TERMS AND CONDITIONS

1. Standard of Care

Consultant shall perform all services under this contract using that care, skill, and diligence that would ordinarily be used by similar professionals in this community in similar circumstances.

2. Effect of Expiration

Passage of the contract expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any default or defect in performance that has not been corrected.

3. Order of Precedence

This contract consists of these Terms and Conditions, the Statement of Work and Payment Schedule, and any exhibits that are attached. Any apparent or alleged conflict between these items will be resolved by using the following order of precedence: a) these Terms and Conditions; b) the Order Forms for (i) Direct Bill and (ii) FSA and HRA services; c) the Funding Profiles for FSA and HRA services and d) any exhibits attached to the contract, which include (i) service descriptions for Direct Bill, FSA and HRA services and (ii) WageWorks proposal in response to the City of Portland's RFP.

4. Early Termination of Contract

- (a) The City may terminate this Contract for convenience at any time for any reason deemed appropriate in its sole discretion.

Termination is effective immediately upon notice of termination given by the City.

- (b) Either party may terminate this Contract in the event of a material breach by the other party that is not cured. Before termination is permitted, the party seeking termination shall give the other party written notice of the breach, its intent to terminate, and fifteen (15) calendar days to cure the breach. If the breach is not cured within 15 days, the party seeking termination may terminate immediately by giving written notice that the Contract is terminated.

5. Remedies and Payment on Early Termination

- (a) If the City terminates pursuant to 4(a) above, the City shall pay the Consultant for work performed in accordance with the Contract prior to the termination date. No other costs or loss of anticipated profits shall be paid.
- (b) If the City terminates pursuant to 4(b) above, the City is entitled all remedies available at law or equity. In addition, Consultant shall pay the City all damages, costs, and sums incurred by the City as a result of the breach.
- (c) If the Consultant justifiably terminates the contract pursuant to subsection 4(b), the Consultant's only remedy is payment for work prior to the termination. No other costs or loss of anticipated profits shall be paid.
- (d) If the City's termination under Section 4(b) was wrongful, the termination shall be automatically converted to one for convenience and the Consultant shall be paid as if the Contract was terminated under Section 4(a).
- (e) In the event of early termination the Consultant's work product before the date of termination becomes property of the City.

6. Assignment

Consultant shall not assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Consultant shall be permitted to use the subcontractors listed in the Statement of Work within this contract or as thereafter amended; provided Consultant shall provide City with reasonable notice of any addition or change to such subcontractor or subconsultant list. Notwithstanding City approval of a subcontractor, the Consultant shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subcontractors are employed in the performance of this Agreement, the Consultant and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

7. Compliance with Applicable Law

Consultant shall comply with all applicable federal, state, and local laws and regulations. Consultant agrees it currently is in compliance with all tax laws. Consultant shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>. In connection with its activities under this Contract, the Contractor shall comply with all applicable Grant Terms and conditions. This includes all terms and conditions contained in this contract and, for a contract involving a grant, the Grant Terms and Conditions as further described at: <http://www.portlandoregon.gov/bibs/article/455735>.

8. Indemnification for Property Damage and Personal Injury

Consultant shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from all claims, losses, damages, and costs (including reasonable attorney fees) for personal injury and property damage arising out of the intentional or negligent acts or omissions of the Consultant, its Subconsultants, suppliers, employees or agents in the performance of its services. Nothing in this paragraph requires the Consultant or its insurer to indemnify the City for claims of personal injury or property damage caused by the negligence of the City. This duty shall survive the expiration or termination of this contract.

9. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF DATA OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT BETWEEN THE PARTIES, THE WAGeworks SYSTEM OR THE SERVICES PERFORMED THEREUNDER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE). IN ADDITION, EXCEPT FOR BREACHES OF CONFIDENTIALITY OR PRIVACY, CONSULTANT SHALL ONLY BE LIABLE TO THE CITY FOR ANY DIRECT DAMAGES IN AMOUNT EQUAL TO (A) ACTUAL DAMAGES OR (B) THE FEES PAYABLE TO CONSULTANT FOR THE SERVICE(S) GIVING RISE TO THE CLAIM DURING THE PLAN YEAR IN WHICH THE EVENT OCCURS.

10. Insurance

Consultant shall obtain and maintain in full force at Consultant expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- (a) Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Consultant and all subconsultants shall maintain coverage for all subject workers.

☐ **X Required** and attached ☐ Proof of exemption (i.e., completion of Workers' Compensation Insurance Statement)

- (b) General commercial liability (CGL) insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual

liability, products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.

☐ X Required and attached ☐ Waived by Bureau Director or designee ☐ Reduce by Bureau Director or designee

- (c) Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

☐ Required and attached ☒ X Waived by Bureau Director or designee ☐ Reduce by Bureau Director or designee

- (d) Professional Liability and/or Errors & Omissions insurance to cover damages caused by negligent acts, errors or omissions related to the professional services, and performance of duties and responsibilities of the Consultant under this contract in an amount with a combined single limit of not less than \$1,000,000 per occurrence and aggregate of \$3,000,000 for all claims per occurrence. In lieu of an occurrence based policy, Consultant may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Consultant obtains an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

☐ X Required and attached ☐ Waived by Bureau Director or designee ☐ Reduce by Bureau Director or designee

Continuous Coverage; Notice of Cancellation: The Consultant agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. Consultant agrees that its insurance carrier(s) will endeavor to provide thirty (30) days written notice to the City with ten (10) days written notice for non-payment of premiums. If the insurance is canceled or terminated prior to completion of the Contract, Consultant shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract.

Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, shall be without prejudice to coverage otherwise existing, and the Commercial General Liability coverage shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the Consultant's activities to be performed, or products or services to be provided, but only to the extent of liabilities falling within the Consultants indemnity obligations pursuant to the terms of the Agreement. Coverage under the Commercial General Liability coverage shall be primary and non-contributory with any other insurance and self-insurance, but only to the extent of liabilities falling within the Consultants indemnity obligations pursuant to the terms of the Agreement. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured..

Certificate(s) of Insurance: Consultant shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to the award of the Contract if required by the procurement documents (e.g., request for proposal), or at execution of Contract and prior to any commencement of work or delivery of goods or services under the Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Portland. The Consultant shall pay for all deductibles and premium. In the event of litigation or if an issue arises as to the coverage maintained by Consultant, the City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

Subconsultant(s): Consultant agrees to be liable for the acts or omissions of its subcontractors and will request all subcontractors performing work in connection with this Agreement to maintain insurance coverage and limits reasonably sufficient to cover losses that may be incurred for the product or service provided by such subcontractors.

11. Ownership of Work Product

All work product produced by the Consultant under this contract specifically and solely for the City is the exclusive property of the City. "Work Product" includes, but is not limited to: such things as research, reports, drawings, recordings, and any City data in any form. The Consultant and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Consultant hereby irrevocably assigns and transfers to the City all right, title and interest in such work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Consultant shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Consultant waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Consultant is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this contract, the Consultant-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Consultant are and will remain the exclusive property of Consultant and the City further agrees that:

- (a) Consultant owns and shall retain all right, title and interest (including without limitation, all intellectual property rights) in and to all software, web pages, documents, processes, and other information, equipment and materials used in connection with the provision of Services hereunder, including without limitation, those developed by Consultant for use by the City, and its participants or beneficiaries (the "WageWorks System").
- (b) Grant of License. Consultant grants the City, as well as the participants and beneficiaries, a limited, non-exclusive, non-transferable license to access and use of the Consultant's System(s) during the applicable term, solely and exclusively: (i) in accordance with these General Terms and Conditions of Service and any instructions, user guides, and policies made available by Consultant; and (ii) for the purpose of receiving the Services provided by the Consultant. Without limiting the generality of the foregoing, the City shall not, (i) without Consultant's prior written consent, disclose or provide access to the Consultant's System(s) to any unauthorized third parties, or (ii) duplicate Consultant's System(s) (or any associated materials) or use the same in connection with any other benefit programs (including City programs).
- (c) Exclusion. All other rights, license and title in and to Consultant's System(s) not expressly granted hereunder shall remain the exclusive property of Consultant.

12. EEO Certification

In the event Consultant provides in excess of \$2,500.00 for services to the City in any fiscal year, Consultant shall obtain EEO certification from the City.

13. Equal Benefits

Consultant must comply with the City's Equal Benefits program as prescribed by Chapter 3.100 of the Code of the City of Portland. The required documentation must be filed with Procurement Services, City of Portland, prior to contract execution.

14. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.

15. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

16. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

17. Errors

The Consultant shall promptly perform such additional services as may be necessary to correct errors in the services required by this contract without undue delays and without additional cost.

18. Governing Law/Venue

The provisions of this contract shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County Oregon.

19. Amendments

All changes to this contract, including changes to the scope of work and contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. Any amendment that increases the original contract amount by more than 25% must be approved by the City Council to be valid.

20. Business Tax Registration

The Consultant shall obtain a City of Portland business tax registration number as required by PCC 7.02 prior to beginning work under this Contract.

21. Prohibited Conduct

The Consultant shall not hire any City employee who evaluated the proposals or authorized the award of this Contract for two years after the date the contract was authorized without the express written permission of the City and provided the hiring is permitted by state law.

22. Payment to Vendors and Subconsultants

The Consultant shall timely pay all subconsultants and suppliers providing services or goods for this Contract.

23. Access to Records

The Consultant shall maintain all records relating to this Contract for three (3) years after final payment. The City may examine, audit and copy the Consultant's books, documents, papers, and records relating to this contract at any time during this period upon reasonable notice. Copies of these records shall be made available upon request. Payment for the reasonable cost of requested copies shall be made by the City.

24. Audits

- (a) The City may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by paragraph 22. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- (b) If an audit discloses that payments to the Consultant exceed the amount to which the Consultant was entitled, the Consultant shall repay the amount of the excess to the City.

25. Electronic Signatures

The City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

26. Merger Clause

This Contract encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

27. Dispute Resolution/Work Regardless of Disputes

The parties shall participate in mediation to resolve disputes before conducting litigation. The mediation shall occur at a reasonable time after the conclusion of the Contract with a mediator jointly selected by the parties. Notwithstanding any dispute under this Contract, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the Contract for undisputed portions of the work. In the event of litigation no attorney fees are recoverable. No different dispute resolution paragraph(s) in this contract or any attachment hereto shall supersede or take precedence over this provision.

28. Progress Reports: ☐ Applicable ☒ Not Applicable

If applicable, the Consultant shall provide monthly progress reports to the Project Manager as described in the Statement of the Work and Payment Schedule.

29. Consultant's Personnel: ☒ Applicable ☐ Not Applicable

If applicable, the Consultant shall assign the personnel listed in the Statement of the Work and Payment Schedule for the work required by the Contract and shall not change personnel without the prior written consent of the City, which shall not be unreasonably withheld.

30. Subconsultants

The Consultant shall use the subconsultants identified in its proposals. The Consultant may change or add subconsultant assignments with providing reasonable prior written notice to the Chief Procurement Officer. Upon request, Consultant will also provide periodically updates of the subcontractor list. Consultant shall remain obligated for full performance hereunder of all subconsultants. The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its proposals. Failure to use the identified M/W/ESB subconsultants without prior written consent is a material breach of contract.

For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandoregon.gov/bibs/45475>.

31. Third Party Beneficiaries

There are no third party beneficiaries to this contract. Enforcement of this contract is reserved to the parties.

32. Conflict of Interest

Contractor hereby certifies that, if applicable, its contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s) that the Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the contract or project to which this contract pertains; ii) has or will participate in evaluation or management of the contract; or iii) has or will have financial benefits in the contract. Contractor understands that should it elect to employ any former City official/employee during the term of the contract then that the former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibitions under Portland City Code Section 2.12.080.

33. Respectful Workplace Behavior

The City of Portland is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees with the City of Portland as well as contractors, vendors or consultants who provide services to the City of Portland. By signing this Contract/Agreement, the Contractor indicates

compliance with all terms and conditions contained in this Contract including HR 2.02 as further described at:
<http://www.portlandonline.com/Auditor/Index.cfm?c=27929>.

**PERSONNEL,
COMPENSATION AND
PAYMENT SCHEDULE**

CONSULTANT PERSONNEL

The Consultant shall assign the following personnel to do the work in the capacities designated:

NAME	ROLE ON PROJECT
Laurie Kaminski, Relationship Manager	Account Management
Dana Laskowsky, FSA/HRA Implementation Mgr.	Implementation Project Manager
Chimere Kimbrough, Direct Bill Implementation Mgr.	Implementation Project Manager

SUBCONSULTANTS

The Consultant shall assign the following subconsultants to perform work in the capacities designated:

NAME	ROLE ON PROJECT	SUBCONTRACT AMOUNT
Conduent	Mail room, overflow claims/call center services	\$ Subcontractor fees are for Consultant's entire book of business and are not allocated on a client-by-client contract basis.
Bancorp Bank	Issuing bank for health care debit cards	\$ Same
Alegeus Technologies, LLC	Debit card production and transaction processing	\$ Same
Fiserv	Fulfillment for welcome kits, EOBs, checks, and direct deposits	\$ Same
DataPipe	Hosting and offsite recovery services	\$ Same
Mattersight	Behavioral analytics for call center	\$ Same
Language Line Services	Foreign language interpreter services for call center services	\$ Same
Bay Area Graphics (Certified Women Business Enterprise)	Print management and marketing solutions	\$5,000 (\$1,000 per year for 5-year contract term)

The City will enforce all social equity contracting and Minority, Women and Emerging Small Business (M/W/ESB) subcontracting commitments submitted by the Consultant in its Proposal. For contracts valued \$50,000 or more, the Consultant shall submit a Monthly Subconsultant Payment and Utilization Report (MUR), made part of this contract by reference, reporting ALL subconsultants employed in the performance of this agreement. An electronic copy of the MUR may be obtained at: <http://www.portlandoregon.gov/bibs/45475>.

COMPENSATION

The estimated maximum that the Consultant can be paid on this contract is \$19,000,000 (hereafter the "not to exceed" amount.). The "not to exceed" amount includes all payments to be made pursuant to this contract, including reimbursable expenses, if any. Nothing in this contract requires the City to pay for work that does not meet the Standard of Care or other requirements of the Contract. The actual amount to be paid Consultant may be less than that amount.

The Consultant is entitled to receive progress payments for its work pursuant to the Contract as provided in more detail below. The City will pay Consultant based on these invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Thereafter, Consultant must complete work based on the Contract without additional compensation unless there is a change to the scope of work.

PAYMENT TERMS: Net 30 Days

The City shall pay Consultant the fees ("Fees") shown in the cost schedules below. All undisputed Fees shall be paid net thirty (30) days from the invoice date (unless otherwise specified). The City will submit written notice to Consultant and provide supporting documentation as to any Fees the City disputes within thirty (30) days from the date of the invoice. Consultant shall provide a written response within thirty (30) days of receipt of the notice. Upon resolution, The City shall pay any and all outstanding amounts due and owing within five (5) business days of such resolution. Except as otherwise set forth, Consultant shall have the right to increase Fees after completion of the initial term of Service set forth in this Agreement for each renewal period by providing The City with

written notice at least one hundred and eighty (180) days prior to the expiration of the then-current term. The new Fees shall take effect on the first day of the renewal period. All services not set forth in this Agreement may be subject to additional fees (e.g. additional services required as a result of legislative changes, correction services, customization, etc.).

FSA Costs

Initial Set-Up Fee	\$0.00
Health Care Admin Fee (Per Participant Per Month; only 1 fee charged if participant enrolled in both Health Care and Dependent Care Account)	\$3.25
Dependent Care Admin Fee (Per Participant Per Month; only 1 fee charged if participant enrolled in both Health Care and Dependent Care Account)	\$3.25
Debit Card Fee	\$0.00 (Included)
Annual Re-enrollment Fee	\$0.00
Minimum Monthly Fee	\$0.00
Enrollment Kits	\$0.00 (Electronic or PDF Included)
Non Discrimination Testing	\$0.00 (Included)
Model Plan Document/Summary Plan Description	\$0.00 (Included)
Employee Statements	\$0.00 (Online Access Included)
Custom Report Fee (Per hour for custom development and testing)	\$150.00
Rate Guarantee	5 years

HRA Costs

Initial Set-Up Fee	\$0.00
HRA Admin Fee (Per Account Per Month)	\$3.50
Debit Card Fee	\$0.00 (Included)
Annual Re-enrollment Fee	\$0.00
Minimum Monthly Fee	\$0.00
Enrollment Kits	\$0.00 (Electronic or PDF Included)
Model Plan Document/Summary Plan Description	\$0.00 (Included)
Custom Report Fee (Per hour for custom development and testing)	\$150.00
Rate Guarantee	5 years

Direct Bill Costs

Initial Set-Up Fee	\$0.00
Monthly Maintenance Fee (Per Participant Per Month)	\$4.75
Annual Re-enrollment Fee	\$0.00
Minimum Monthly Fee	\$0.00
Eligibility Reporting to Carriers Fee	\$0.00
Custom Report Fee (Per hour for custom development and testing)	\$150.00
Premium Remittance to Carriers Fee (Per carrier per month)	\$25.00
Rate Guarantee	5 years

Progress Payments

On or before the 15th of each month, the Consultant shall submit to the City's Project Manager an invoice for work performed by the Consultant during the preceding month. The invoice shall contain the City's Contract Number and set out all items for payment including, but not limited to: the name of the individual, labor category, direct labor rate, hours worked during the period, and tasks performed. The Consultant shall also attach photocopies of claimed reimbursable expenses, if applicable. The Consultant shall stamp and approve all subconsultant invoices and note on the subconsultant invoice what they are approving as "billable" under the contract. The billing from the prime should clearly roll up labor and reimbursable costs for the prime and subconsultants – matching the subconsultant invoices. Prior to initial billing, the Consultant shall develop a billing format for approval by the City.

The City shall pay all amounts to which no dispute exists within 30 days of receipt of the invoice. Payment of any bill, however, does not preclude the City from later determining that an error in payment was made and from withholding the disputed sum

from the next progress payment until the dispute is resolved.

The Consultant shall make full payment to its subconsultants within 10 business days following receipt of any payment made by the City to Consultant.

ACH Payments

It is the City's policy to pay its Consultant invoices via electronic funds transfers through the automated clearing house (ACH) network. To initiate payment of invoices, Consultants shall execute the City's standard ACH Vendor Payment Authorization Agreement which is available on the City's website at: <http://www.portlandoregon.gov/bfs/article/409834>.

Upon verification of the data provided, the Payment Authorization Agreement will authorize the City to deposit payment for services rendered directly into Consultant accounts with financial institutions. All payments shall be in United States currency.

Third Party Sender. As a Third Party Sender under National Automated Clearing House Association ("NACHA") rules and regulations, City acknowledges and agrees that Consultant must perform a certain level of due diligence on City and that part of such diligence requires that City makes certain representations and warranties in order for Consultant to be able to originate ACH transactions on City's behalf. Accordingly, City (i) authorizes Consultant to originate transactions on its behalf, (ii) agrees to be bound by applicable NACHA rules, (iii) agrees not to originate transactions that violate U.S. laws, and (iv) agrees to provide written notice to Consultant if there are any restrictions on the type of transactions that may be originated and, if there are, to describe such restrictions. City further acknowledges and agrees that in addition to other termination rights outlined herein, that Consultant has the right to terminate or suspend the Services if City violates any applicable NACHA rules. City additionally acknowledges and agrees that Consultant and the originating depository financial institution have the right to audit City's compliance with the NACHA Rules and the terms of this provision with reasonable notice, during normal business hours.

WORKERS' COMPENSATION INSURANCE STATEMENT

IF YOUR FIRM HAS CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST SIGN HERE:

I, undersigned, am authorized to act on behalf of entity designated below, and I hereby certify that this entity has current Workers' Compensation Insurance.

Contractor Signature: Edmund J. J. J.Date: 4/10/18Entity: WageWorks, Inc.IF YOUR FIRM DOES NOT HAVE CURRENT WORKERS' COMPENSATION INSURANCE, CONTRACTOR MUST COMPLETE THE FOLLOWING INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT:

As an independent contractor, I certify that I meet the following standards.

1. The individual or business entity providing labor or services is registered under ORS Chapter 701, if the individual or business entity provides labor or services for which such registration is required.
2. Federal and state income tax returns in the name of the business or a business Schedule C or form Schedule F as part of the personal income tax return were filed for the previous year if the individual or business entity performed labor or services as an independent contractor in the previous year, and
3. The individual or business entity represents to the public that the labor or services are to be provided by an independently established business. Except when an individual or business entity files a Schedule F as part of the personal income tax returns and the individual or business entity performs farm labor or services that are reportable on Schedule C, an individual or business entity is considered to be engaged in an independently established business when four or more of the following circumstances exist. Contractor check four or more of the following:
 - ☐ A. The labor or services are primarily carried out at a location that is separate from the residence of an individual who performs the labor or services, or are primarily carried out in a specific portion of the residence, which portion is set aside as the location of the business;
 - ☐ B. Commercial advertising or business cards as is customary in operating similar businesses are purchased for the business, or the individual or business entity has a trade association membership;
 - ☐ C. Telephone listing and service are used for the business that is separate from the personal residence listing and service used by an individual who performs the labor or services;
 - ☐ D. Labor or services are performed only pursuant to written contracts;
 - ☐ E. Labor or services are performed for two or more different persons within a period of one year; or
 - ☐ F. The individual or business entity assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

Contractor Signature _____

Date _____

FOR CITY USE ONLY**PROJECT MANAGER-COMplete ONLY IF CONTRACTOR DOES NOT HAVE WORKER'S COMPENSATION INSURANCE**

ORS 670.600 Independent contractor standards. As used in various provisions of ORS Chapters 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. The contracted work meets the following standards:

1. The individual or business entity providing the labor or services is free from direction and control over the means and manner of providing the labor or services, subject only to the right of the person for whom the labor or services are provided to specify the desired results;
2. The individual or business entity providing labor or services is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for the individual or business entity to conduct the business;
3. The individual or business entity providing labor or services furnishes the tools or equipment necessary for performance of the contracted labor or services;
4. The individual or business entity providing labor or services has the authority to hire and fire employees to perform the labor or services;
5. Payment for the labor or services is made upon completion of the performance of specific portions of the project or is made on the basis of an annual or periodic retainer.

City Project Manager Signature _____

Date _____

CONSULTANT SIGNATURE:

This contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement.

The parties agree the City and Consultant may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

I, the undersigned, agree to perform work outlined in this contract in accordance to the STANDARD CONTRACT PROVISIONS, the terms and conditions, made part of this contract by reference, and the STATEMENT OF THE WORK made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; hereby certify that my business is certified as an Equal Employment Opportunity Affirmative Action Employer and is in compliance with the Equal Benefits Program as prescribed by Chapter 3.100 of Code of the City of Portland; and hereby certify I am an independent contractor as defined in ORS 670.600.

BY: Edmund Taffet Date: 4/10/2018
WageWorks, Inc. (Designee Signature)

Name: Edward Taffet
Please Print Name

Title: VP Legal Affairs

CONTRACT NUMBER: 30006290

CONTRACT TITLE: Direct Bill, Flexible Spending Account (FSA), and Health Reimbursement Account (HRA) Programs

CITY OF PORTLAND SIGNATURES:

By: _____ Date: _____ Bureau Director

By: _____ Date: _____ Chief Procurement
Officer

By: _____ Date: _____ Elected Official

Approved:

By: _____ Date: _____ Office of City
Auditor

APPROVED AS TO FORM

Approved as to Form:

By:  Date: 4-16-18 Office of City
Attorney

CITY ATTORNEY

WageWorks Flexible Spending Account (FSA) Services

I. CLIENT'S RESPONSIBILITIES

You are the plan administrator and the claims fiduciary. As such, only you have the power to waive, alter, breach or modify any of the terms and conditions of the flexible spending account plan ("Plan"), and you exercise all discretion, control or authority with respect to the disposition of the available benefits. As such, you shall:

- a. Ensure that the summary plan descriptions, plan documents and any other documentation relating to the Plan are appropriately completed, are in compliance with FSA requirements and all applicable law, and are appropriately and timely adopted.
- b. Provide us with a complete copy of all summary plan descriptions and plan documents for our reference in connection with the provision of Services.
- c. Distribute summary plan descriptions, summaries of material modifications and any other plan documentation to participants on a timely basis.
- d. Determine which individuals are eligible to participate in your Plan and provide us with accurate and complete initial enrollment and eligibility data in the prescribed electronic data file format.
- e. Provide accurate and timely changes to participant enrollment and eligibility data, including, but not limited to, information that modifies a participant's eligibility, status or election under the Plan, leaves of absence and terminations, in the prescribed electronic data file format.
- f. Ensure that your medical plan carriers and/or payroll data processor provide timely, accurate and complete data files in the prescribed electronic data file format and method specified by us.
- g. Correct all errors in any data, files or other materials provided to us by you or on your behalf by your third party service providers (e.g., carriers). We do not audit data, files or other information provided by you or your third party service providers.
- h. Execute a Funding Agreement and provide all funding required to cover all payments (e.g., FSA claim reimbursements, payment requests and card transactions) made under the Plan in accordance with the Funding Agreement. We shall not be obligated to issue any payments in the absence of an executed Funding Agreement. You have the sole responsibility and obligation to provide us with all required funding.
- i. Timely pay all service fees.
- j. Provide participants with any required information if you elect to offer Grace Period under your Plan. "Grace Period" is the amount of time (but no more than 2-1/2 months) following the close of a Plan year during which a participant may incur eligible expenses that may be applied against any balance that remains in the participant's account for the immediately preceding Plan year before any expenses are applied to the participant's account for the current Plan year (i.e., the Plan year in which the expense is incurred), if the participant has enrolled for the current Plan year.

- k. Provide participants with any required information if you elect to offer Carryover under your Plan.
- l. Provide participants with any required information if you elect to offer Run-Out under your Plan. "Run-Out" is the period after the close of a Plan year during which a participant may submit claims for eligible expenses incurred during the immediately preceding Plan year.
- m. As claims fiduciary, process the second level and/or any final appeal of any claim for benefits.
- n. Manage access to the employer portal of our website by your personnel based upon your internal confidentiality and HIPAA privacy policies and procedures.
- o. Comply with all applicable laws with respect to your Plan and make any required filings with the appropriate governmental agencies, including the DOL and the IRS.

II. WAGEWORKS' RESPONSIBILITIES

We have been engaged by you to provide certain administration services in connection with your Plan(s). Accordingly, you have authorized us to use our standard procedures for the provision of services that have been designed to ensure that the administration of your Plan is in compliance with all applicable regulations. We shall provide our services in accordance with the framework of policies, interpretations, rules, practices and procedures as set forth in the Plan documents, and as otherwise mutually agreed upon or as directed by you. We shall:

- a. If applicable, provide template summary plan descriptions and plan documents for your review, completion and adoption.
- b. Provide you with a set of electronic file specifications for the delivery of data to us.
- c. Process initial and ongoing enrollment and eligibility data files submitted by you in the prescribed electronic data file format.
- d. Process enrollment data and benefit elections submitted by participants directly through proper methods (e.g., our website).
- e. Process data files received from your medical plan carriers and/or payroll data processor in the format and method specified by us.
- f. Administer all funding provided you pursuant to the terms of the Funding Agreement.
- g. Process claims received from participants.
- h. Process the first appeal of a claim.
- i. Issue payments via the following methods:
 - Bill Payments Services - We issue payments for FSA-eligible expenses on behalf of a participant through either check or other electronic fund transfer directly to the health care or dependent care provider.
 - Reimbursement Services - We issue a reimbursement payment for FSA-eligible expenses through either check or direct deposit to the participant.

- Card Payment Processing – We process debit card transactions and authorize payments made directly to approved payees (e.g., health care providers, drugstores or qualifying merchants) via the debit card.
- j. Provide a comprehensive employee portal that would allow participants to submit documentation and claims online, track claims, and view history, accounts and details.
- k. Administer Grace Period, if applicable, subject to ongoing payment of service fees.
- l. Administer Carryover, if applicable, subject to ongoing payment of service fees.
- m. Administer Run-Out, if applicable, subject to ongoing payment of service fees.
- n. Provide you with access to our website where you may:
 - View and download standard reports (e.g., summary of expenditures claimed by participants, the total number of participants in the Plan, the total amount of benefits paid or reimbursed for each FSA)
 - View individual participant FSA transactions
 - Access to our online communications gateway and download standard electronic communication material at no additional charge. Customized items may be provided for an additional fee, plus charges for applicable bulk sales, taxes, shipping and handling.
- o. Provide you with a client services representative to answer phone or email inquiries by your staff regarding any service matters during the period of 8:00 a.m. (ET) to 8:00 p.m. (ET), Monday through Friday, excluding holidays and other non-business days.
- p. Provide customer service representatives who are available to answer participant phone calls during the period of 8:00 AM ET to 8:00 PM ET, Monday through Friday, excluding holidays and other non-business days.
- q. Provide participants with 24/7 access (excluding scheduled maintenance) to our website and our interactive voice response phone system, where participants can access information regarding their FSAs.
- r. Participate in enrollment meetings and benefits fairs for an additional charge.
- s. Add your logo and/or name on the participant website upon request.

WageWorks Health Reimbursement Arrangement (HRA) Services

I. CLIENT'S RESPONSIBILITIES

You are the plan administrator and the claims fiduciary. As such, only you have the power to waive, alter, breach or modify any of the terms and conditions of the health reimbursement arrangement plan ("Plan"), and you exercise all discretion, control or authority with respect to the disposition of the available benefits. As such, you shall:

- a. Ensure that the summary plan descriptions, plan documents and any other documentation relating to the Plan are appropriately completed, are in compliance with HRA requirements and all applicable law, and are appropriately and timely adopted.
- b. Provide us with a complete copy of all summary plan descriptions and plan documents for our reference in connection with the provision of Services.
- c. Distribute summary plan descriptions, summaries of material modifications and any other plan documentation to participants on a timely basis.
- d. Determine which individuals are eligible to participate in your Plan and provide us with accurate and complete initial enrollment and eligibility data in the prescribed electronic data file format.
- e. Provide accurate and timely changes to participant enrollment and eligibility data, including, but not limited to, information that modifies a participant's eligibility, status or election under the Plan, leaves of absence and terminations, in the prescribed electronic data file format.
- f. Ensure that your medical plan carriers and/or payroll data processor provide timely, accurate and complete data files in the prescribed electronic data file format and method specified by us.
- g. Correct all errors in any data, files or other materials provided to us by you or on your behalf by your third-party service providers (e.g., carriers). We do not audit data, files or other information provided by you or your third-party service providers.
- h. Execute a Funding Agreement and provide all funding required to cover all payments (e.g., HRA claim reimbursements, payment requests and card transactions) made under the Plan in accordance with the Funding Agreement. We shall not be obligated to issue any payments in the absence of an executed Funding Agreement. You have the sole responsibility and obligation to provide us with all required funding.
- i. Timely pay all contracted service fees.
- j. Provide Participants with any required information if you elect to offer Run-Out under your Plan. "Run-Out" is the period after the close of a Plan year during which a participant may submit claims for eligible expenses incurred during the immediately preceding Plan year.



EXHIBIT B

- k. As claims fiduciary, process the second level and/or any final appeal of any claim for benefits.
- l. Manage access to the employer portal of our website by your personnel based upon your internal confidentiality and HIPAA privacy policies and procedures.
- m. Comply with all applicable laws with respect to your Plan and make any required filings with the appropriate governmental agencies, including the DOL and the IRS.

II. WAGeworks' RESPONSIBILITIES

We have been engaged by you to provide certain administration Services in connection with your Plan(s). Accordingly, you have authorized us to use our standard procedures for the provision of Services that have been designed to ensure that the administration of your Plan is in compliance with all applicable regulations. We shall provide our Services in accordance with the framework of policies, interpretations, rules, practices and procedures as set forth in the Plan documents, and as otherwise mutually agreed upon or as directed by you. We shall:

- a. If applicable, provide template summary plan descriptions and plan documents for your review, completion and adoption.
- b. Provide you with a set of electronic file specifications for the delivery of data to us.
- c. Process initial and ongoing enrollment and eligibility data files submitted by you in the prescribed electronic data file format.
- d. Process enrollment data and benefit elections submitted by participants directly through proper methods (e.g., our website).
- e. Process data files received from your medical plan carriers and/or payroll data processor in the format and method specified by us.
- f. Administer all funding provided you pursuant to the terms of the Funding Agreement.
- g. Process the first appeal of a claim.
- h. Issue payments via the following methods:
 - Bill Payments Services - We issue payments for HRA-eligible expenses on behalf of a participant through either check or other electronic fund transfer directly to the health care or dependent care provider.
 - Reimbursement Services - We issue a reimbursement payment for HRA-eligible expenses through either check or direct deposit to the participant.
 - Card Payment Processing - We process card transactions and authorize payments made directly to approved payees (e.g., health care providers, drugstores or qualifying merchants) via the card.

- i. Administer Run-out, if applicable, subject to ongoing payment of service fees.
- j. Provide you with access to our website where you may:
 - View and download standard reports (e.g., summary of expenditures claimed by participants, the total number of participants in the Plan, the total amount of benefits paid or reimbursed for each HRA).
 - View individual participant HRA transactions.
 - Access our online communications gateway and download standard electronic communication material at no additional charge. Customized items may be provided for an additional fee, plus charges for applicable bulk sales, taxes, shipping and handling.
- k. Provide you with a client services representative to answer phone or email inquiries by your staff regarding any service matters during the period of 8:00 a.m. (ET) to 8:00 p.m. (ET), Monday through Friday, excluding holidays and other non-business days.
- l. Provide customer service representatives who are available to answer participant phone calls during the period of 8:00 AM ET to 8:00 PM ET, Monday through Friday, excluding holidays and other non-business days.
- m. Provide participants with 24/7 access (excluding scheduled maintenance) to our website and our interactive voice response phone system, where participants can access information regarding their HRAs.
- n. Provide a comprehensive employee portal that would allow participants to submit documentation and claims online, track claims, and view history, accounts and details.
- n. Participate in enrollment meetings and benefits fairs for an additional charge.
- o. Add your logo and/or name on the participant website upon request.



WageWorks Direct Bill Services (CONEXIS)

The following is a description of general rights and obligations with respect to Direct Bill administration services ("Services") provided by WageWorks. Only those Services described below that are specifically chosen by you and for which the applicable fee is paid will be provided by WageWorks.

I. CLIENT'S RESPONSIBILITIES

You are the plan administrator and fiduciary. As such, only you have the power to waive, alter, breach or modify any of the terms and conditions of your Plan(s), and you exercise all discretion, control or authority with respect to the disposition of the available benefits. As such, you shall:

- a. Provide WageWorks with a complete copy of all carrier and rate information, for our reference in connection with the provision of services.
- b. Determine which individuals are eligible to participate in your Plan and provide us with accurate and complete initial enrollment and eligibility data in the electronic data file format prescribed by WageWorks.
- c. Notify WageWorks of the annual Open Enrollment Period.
- d. Provide accurate and timely changes to Participant enrollment and eligibility data, including, but not limited to, information that modifies a Participant's eligibility, status or election under a Plan, in the electronic data file format prescribed by WageWorks.
- e. Notify WageWorks in writing of any changes in carriers and/or Plan(s) at least sixty (60) days prior to the effective date of the change.
- f. Notify WageWorks in writing of any changes in premiums that shall apply at least sixty (60) days prior to the effective billing date of the new premium.
- g. Reconcile all carrier invoices and Participant reports, and notify both WageWorks and the carrier of any discrepancies of which you become aware as soon as reasonably practicable after reviewing the reports, but no later than ninety (90) days after the report is rendered. Any error(s) identified by you more than ninety (90) days after the initial report is rendered will be null and void, and WageWorks will not be liable for any discrepancies associated with any errors reported after ninety (90) days. WageWorks will reinstate coverage, as instructed by you, in the case of arbitration award or other union grievance action.
- h. Ensure that your Plan carriers and payroll/pension data processors provide timely, accurate and complete data files in the electronic data file format and method prescribed by WageWorks.

- i. Obtain all required Participant consents necessary to disclose Participant PHI to WageWorks for the provision of services.
- j. Correct all errors in any data, files or other materials provided to WageWorks by you or on your behalf by your third party service providers (e.g., carriers, payroll/pension data providers). WageWorks does not audit data, files or other information provided by you or your third party service providers.
- k. Timely pay all contracted fees.
- l. Timely pay all costs, including postage (billed at then-current USPS First Class Mail rates), print, copying and travel charges.
- m. Manage access to the employer portal of our website by your personnel based upon your internal confidentiality and HIPAA privacy policies and procedures.
- n. Comply with all applicable laws with respect to your Plan(s) and make any required filings with the appropriate governmental agencies, including the DOL and the IRS.

II. WAGeworks' RESPONSIBILITIES

WageWorks has been engaged by you to provide certain administration services in connection with your Plan(s). Accordingly, you have authorized us to use our standard procedures for the provision of services that have been designed to ensure that the administration of your Plan(s) are in compliance with applicable regulations. We shall provide our services in accordance with the framework of policies, interpretations, rules, practices and procedures as set forth in the Plan documents, and as otherwise mutually agreed upon or as directed by you. We shall provide the following standard services:

- a. Provide you with a set of electronic file specifications for the delivery of data to WageWorks.
- b. Process data files submitted by you in the electronic data file format prescribed by WageWorks.
- c. Provide a standard notice for you to distribute to all of your Direct Bill Participants that identifies WageWorks as the third party administrator.
- d. Provide the following standard communications to Participants:
 - Welcome Letter Template
 - Monthly Invoice
 - Termination of Coverage Letter
 - Late Payment Notice



- e. Based on your election of a standard, comprehensive or custom open enrollment service, WageWorks will:

Standard Options	Comprehensive	Custom
<ul style="list-style-type: none"> Option 1: Send WageWorks' standard Open Enrollment Letter to all Participants. Option 2: Standard Services identified in Option 1, plus inserts up to 7 total sheets Option 3: Standard Services identified in Option 1, plus inserts up to 17 total sheets 	<ul style="list-style-type: none"> Comprehensive Option: Send WageWorks' standard Open Enrollment Letter to Participants, plus inserts up to 22 total sheets 	<ul style="list-style-type: none"> Custom Option: Send WageWorks' standard Open Enrollment Letter to Participants, plus the following: <ul style="list-style-type: none"> Include client custom-provided inserts Summary of Benefits and Coverage (SBC) fulfillment Special Handling multiple divisions, multiple inserts, several state specific inserts Client-specific custom text that requires programming and any IT intervention requirements will be subject to an additional fee

- f. Process Open Enrollment Change Forms submitted directly by Participants through proper methods (e.g., WageWorks' website). Enrollment and elections will be considered timely made if the form is postmarked by the U.S. Postal Service or express delivery service no later than last day of the Open Enrollment Period (as defined by you).
- g. Provide monthly invoice to Participants if requested by the City.
- h. Post payments, in WageWorks system, for payments received by City for participants who pay City direct through Pension Fund Deductions, ACH, or check/money order. City will provide inbound file(s) to WageWorks in a mutually agreed format with participant name, identifying information, and payment amount to be posted.
- i. Process data files received from and/or prepare data files for submission to your plan carriers and/or payroll data processor in the format and method prescribed by WageWorks.
- j. Provide eligibility reporting to carriers in the electronic data file format prescribed by WageWorks.

- k. Provide annual open enrollment eligibility reporting to carriers in the electronic data file format prescribed by WageWorks.
- l. Provide you with access to our website where you may:
 - View and download standard reports
 - View, add or change individual Participant information
 - Access to our online communications gateway and download standard electronic communication material at no additional charge. Customized items may be provided for an additional fee, plus charges for applicable bulk sales, taxes, shipping and handling.
- m. Provide you with a client services representative to answer phone or email inquiries by your staff regarding any service matters during the period of 9:00 a.m. (ET) to 6:00 p.m. (ET), Monday through Friday, excluding holidays and other non-business days.
- n. Provide customer service representatives who are available to answer Participant phone calls during the period of 8:00 AM ET to 8:00 PM ET, Monday through Friday, excluding holidays and other non-business days.
- o. Provide Participants with 24/7 access (excluding scheduled maintenance) to our website where Participants can access information regarding their direct billing arrangement.

III. ADDITIONAL SERVICES

In addition to the services set forth above, WageWorks may also provide you with the following optional services, as elected and subject to the payment of additional fees. Optional services may include the following:

- a. On-site Meetings. Participate in benefits fairs.
- b. Customization Services. Provide customization services for non-standard files and/or communications.
- c. Carrier Remittance Services. Remit premiums directly to carrier.
- d. Post-termination Transition Services. Provide mutually agreed upon post-termination transition services. WageWorks shall not be obligated to provide post-termination transition services if services are terminated due to your failure to pay amounts due.

IV. DISCLAIMER

Notwithstanding anything to the contrary, WageWorks shall not be responsible to receive or review claims for benefits under any Plan(s), or be liable for the payment of any claims for benefits under, or in connection with, any Plan(s).

V. DEFINITIONS

"Open Enrollment Period" means the period during which a Participant may enroll in or change coverage under a Plan.

"Participant" means any individual who is subject to a direct billing arrangement for applicable coverage, as designated by you.

"PPPM" means per Participant, per month.

"Plan" means any benefit plan established by you.

Order Form

Client:

City of Portland
1221 SW 4th Avenue
Portland, OR 97204

Effective Date*: 7/1/2018
End Date: 6/30/2022

Payment Method: Wire / ACH Credit
Payment Terms: Net 30 days
Service Charge on Overdue Amounts: 2% Per Month

Products:

Product Name	Fee Type	Fee	Description
FSA	Admin Fee	\$3.25 PPPM	Per Participant Per Month (only 1 fee billed if participant is enrolled in both HCFSA and DCFSA)
FSA	Monthly Minimum	\$0.00	
FSA	Implementation Fee	\$0.00	
HRA	Admin Fee	\$3.50 PAPM	Per Account Per Month
HRA	Monthly Minimum	\$0.00	
HRA	Implementation Fee	\$0.00	
FSA/HRA	Debit Card Fee	\$0.00	
FSA/HRA	Annual Re-enrollment Fee	\$0.00	
FSA/HRA	Enrollment Kits Fee	\$0.00	
FSA/HRA	Employee Statements Fee	\$0.00	Online access included
FSA/HRA	Custom Report Fee	\$150.00	Per hour for custom development and testing
Non-discrimination Testing Session - Standard Package	Additional Service Fee	\$0.00	Each non-discrimination testing session which includes: Section 125 Key Employee Concentration Test, Section 129 More Than 5% Owners Test (Dependent Care FSA) and Section 129 55% Average Benefits Test (Dependent Care FSA test). Up to three tests per year.
HRA Plan Document and Summary Plan Description	Additional Service Fee	\$0.00	HRA Plan Document and Summary Plan Description. Priced per plan.
FSA HSA Plan Document and Summary Plan Description	Additional Service Fee	\$0.00	FSA/HSA Plan Document and Summary Plan Description. Priced per plan.

Service Delivery Standards:

These Service Delivery Standards apply to FSA, HRA, HSA and/or Commuter services (as applicable). WageWorks will tie a portion of the Monthly Service Fee (excluding custodian fees) paid by Client during the applicable quarter to the Service Delivery standards, as set forth below. Service Delivery Standards are measured quarterly. To ensure uniformity of reporting, measurements are based on WageWorks' overall book of business. Failure to meet any metric shall exclude items caused by any *force majeure* event. Any amount due to Client shall be credited on the next monthly invoice following the close of the quarter.

Service Delivery Standard	Guarantee	% Quarterly Fees
---------------------------	-----------	------------------

Customer service call response times	80% answered within 30 seconds	2%
Call abandonment rate	≤ 5%	1%
1st call resolution	≥ 80%	1%
Claims processing	99% of claims processed within 2 business days for visibility on web-site	1%
Claims accuracy	99% for payment (financial) accuracy	1%
Claims Reimbursement	90% of approved claims paid out within 5 business days from processing	1%
Card Fulfillment	95% of cards mailed within 5 business days upon transmission of clean enrollment file to card production vendor	1%
System uptime	≥ 99%	1%
File processing	99% of files loaded within 48 business hours and balances updated within 72 business hours	1%
MAXIMUM AGGREGATE % OF QUARTERLY FEES AT RISK		10%

Terms and Conditions:

- This Order Form is subject to the CITY OF PORTLAND AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES, and all terms defined therein shall have the same meaning in this Order Form unless otherwise specified herein.
- *This Order Form shall be effective as of 7/1/2018 (unless this Order Form is incomplete or does not match our records). Billing shall commence upon start of Service(s).
- This Order Form is subject to the Funding Profile or Funding Agreement entered into between the parties when approved by Council (anticipated date will be March 21, 2018).

Order Form

Client:

City of Portland
1221 SW 4th Avenue
Portland, OR 97204

Effective Date*: 6/1/2018
End Date: 6/30/2018

Payment Method: Wire / ACH Credit
Payment Terms: Net 30 days
Service Charge on Overdue Amounts: 2% Per Month

Products:

Product Name	Fee Type	Fee	Description
Direct Bill	Admin Fee	\$4.75 PPPM	Per Participant Per Month
Direct Bill	Monthly Minimum	\$0.00	
Direct Bill	Implementation Fee	\$0.00	
Direct Bill	Eligibility Reporting to Carriers Fee	\$0.00	
Direct Bill	Custom Report Fee	\$150.00	Per hour for custom development and testing
Direct Bill	Premium Remittance to Carriers Fee	\$25.00	Per carrier per month

Terms and Conditions:

- This Order Form is subject to the CITY OF PORTLAND AGREEMENT FOR PROFESSIONAL, TECHNICAL, OR EXPERT SERVICES, and all terms defined therein shall have the same meaning in this Order Form unless otherwise specified herein.
- *This Order Form shall be effective as of 6/1/2018 (unless this Order Form is incomplete or does not match our records). Billing shall commence upon start of Service(s).