

4/18/2023

## City of North Las Vegas - CUSTOMER END USER LICENSE AGREEMENT

This Customer End User License Agreement is entered into on the later date in the signature block below (the "Effective Date") by and between Benefit Technology Resources, LLC dba iBTR ("iBTR"), and the City of North Las Vegas, a municipal corporation, with offices at 2250 Las Vegas Boulevard North, North Las Vegas, NV, 89030 ("City of North Las Vegas" or "Customer"). iBTR and Customer may sometimes be referred to herein individually as a "Party" and collectively as the "Parties." The Parties agree as follows:

WHEREAS, iBTR provides an internet-based (web-based) benefits and enrollment services platform including related products and services (the "Solution"); and

WHEREAS, Customer desires to access and utilize the Solution provided by iBTR, as provided by and with the assistance and guidance from Customer's insurance agent or broker ("Agent"), if applicable.

PlanSource™ and iBTR provides employers with access to an Internet-based information system to help them manage employee data and to administer and communicate employee benefits and company information through a Customer-specific Internet-based website.

### 1. DEFINITIONS.

The capitalized terms as used within this Agreement will have the meanings ascribed to them below.

- a. **ACA Reporting Module**. A tool to assist Customers in complying with Affordable Care Act reporting requirements. Services can include managing employee eligibility, preparation, and filing of ACA forms 1094 and 1095.
- b. **ACA Reporting Module Set Up Fee**. A One-time fee charged to Customer for iBTR to implement the ACA module.
- c. **ACA Reporting Module Filing & Fulfillment Fees**. Optional Fulfillment of the 1094 forms being completed through PlanSource™ is an additional fee. These fees are directly billed by PlanSource™ and are a pass-thru cost. The fees vary based on the options chosen, number of forms and date of submission. Pricing and services are subject to change. PlanSource™ will release the final pricing closer to the filing deadline. iBTR will provide pricing for approval prior to proceeding. Filing of the 1094 forms being completed through PlanSource™ is included with the ongoing PEPM.
- d. **Agent**. Customer's insurance agent or broker.
- e. **Agreement**. The document, incorporating the Recital provisions, the Proposal, all exhibits, attachments and thereto.
- f. **Agreement Terms Sheet**. Attached hereto as Exhibit "1" and provides for certain terms of this Agreement and is fully incorporated in this Agreement as in fully set out herein.
- g. **iBTR Client Service Team**. The iBTR division responsible for building Customer extranet site, documenting configuration elements, and serving Customer for any technical needs or issues regarding the Extranet site.
- h. **Carrier**. Insurance policy provider.
- i. **Carrier Connect Fees**. A fee charged to Customer upon iBTR's completion of connecting and/or setting up Customer integrations with one or more carriers. This is a one-time fee per carrier connection.
- j. **Change Fee**. The fee charged by iBTR to Customer as described in Section 4.d. for changing certain information on the Extranet Site.
- k. **Decision Support**. An employee enrollment support tool provided by iBTR to assist employees with plan.
- l. **Employee(s)**. The current or former employees of Customer who are loaded on the Extranet Site, including current employees, retirees, and COBRA subscribers. Terminated Employees shall not be included unless PlanSource™ is involved in administering benefits for those Customer or their dependents after termination (e.g., COBRA or Retiree benefits).



- m. **Extranet Site**. The customized web site developed by iBTR for Customer to manage and administer. employee data and employee benefit enrollment, updating and communications.
- n. **Implementation Fee**. The one-time fee charged to Customer as described in Section 4.a.
- o. **Live Date**. The date that the Extranet Site is scheduled to become available to Employees, to be agreed upon by the parties.
- p. **Online Service Fee**. The base monthly fee per-Employee, per month ("PEPM") described in Section 4.b. below.
- q. **Renewal Fee**. The annual fee charged to the Customer as described in Exhibit 2.
- r. **Total Compensation Statements**. A tool within the benefits platform reflecting total compensation including benefits and salary for employees.
- s. **User**. An employee or other individual entitled to access the Extranet Site.
- t. **Vendor**. The insurance carrier, benefit plan, payroll service provider, or other party that offers a plan, service, or product to Employees which is an employee benefit described on the Extranet Site.

## 2. iBTR DELIVERABLES.

Commencing on the Effective Date hereof, iBTR will initiate the creation of an Extranet Site for Customer and will develop enrollment and eligibility connections to Carriers or Vendors. iBTR provides the ability for the Customer to receive data load CSV files so as long as Customer's system will accept the files. Customer and iBTR will work together to develop the Extranet Site and to include only those features and options required by Customer.

- a. **Development of an Extranet Site**. The Extranet Site will provide Employees with the ability to compare the various benefit options available from Customer, select an appropriate option and enroll electronically in the desired benefit plan (if the Employee is eligible for the benefit). The Extranet Site may include hyperlinks to Customer's other proprietary web sites and/or those of its Vendors.
  - i. **Benefit Enrollment Feature**. The Extranet Site shall collect demographic and benefit election data for Employees and their dependents for various benefit plans.
  - ii. **Vendor Links**. The Extranet Site will have a hyperlink to the plan description, provider directory and other essential information about the scope and nature of the benefits from each Vendor; provided, however that the applicable Vendor has the system capability.
  - iii. **Benefit Comparisons**. A benefit comparison tool will be available to each Customer who desires to provide Employees with a side-by-side benefit comparison of applicable benefit plans.
  - iv. **Internal HR Communications**. The Extranet Site will have the capability of supporting and supplementing Customer's corporate communications, including those communications related to employee benefits.
- b. **Vendor Transmission**. Upon the completion of the Extranet Site, PlanSource™ will transmit Employee enrollment and demographic data to Vendors, contingent upon each Vendor's ability and willingness to accept such data electronically.
- c. **Customer Support**. Telephone and email support will be available for technical assistance from 8:00 a.m. to 5:00 p.m. (Eastern Time), Monday through Friday through your dedicated iBTR Service Analyst.
- d. **Training**. Included in the Implementation Fee is Administrator User training on the use of the Extranet Site. The purpose of the training shall be to educate the Administrator Users on the employee experience and how to use the Extranet Site. The training session will occur in a recorded webinar format. iBTR will also provide a customized training handbook for the Administrator and Employee Users.

## 3. CUSTOMER'S DELIVERABLES.

- a. **Information/Customization**. Customer shall assist iBTR in the customization of the Extranet Site, including, but not limited to, selecting the desired services offered by iBTR; providing the benefit plan description materials and information required to be furnished to Employees as part of the enrollment process under applicable law; identifying any agents or brokers responsible for placing the coverage with Customer; identifying the office locations and Users to whom the Extranet Site will be made available; and approving all content for the Extranet Site content. Customer shall ensure that all written

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benefit plan materials are accurate and in compliance with applicable law and that all benefits furnished under the plan offered to the Employees are legally appropriate taking into account tax, eligibility, accounting, regulatory, and other issues.

b. **Name Use.** Customer hereby grants iBTR a limited worldwide, non-exclusive, non-transferable license to use Customer's name, logo and trademark on the co-branded Extranet Site and iBTR's website during the term of this Agreement. This license shall automatically terminate upon the termination or expiration of this Agreement.

c. **Internal Promotion.** Customer will actively promote the use of the Extranet Site to the Employees, human resource department personnel responsible for benefit plan enrollment and administration, and selected inter-company human resource communications.

d. **Census List.** Customer shall furnish iBTR with a Census List by entering and updating data directly on the Extranet Site by the Customer's designated administrator(s).

e. **Internet Access.** Customer, at its own cost and expense, will provide its Employees with the ability to access the Extranet Site via the Internet. Customer shall provide all software, hardware, including without limitation, computers and modems, and Internet (cable, telephone) service required for Employees to access the Extranet Site.

f. **Reference Site.** Customer agrees that PlanSource™ and iBTR may publicly disclose that PlanSource™ and iBTR are providing services to Customer and may include Customer's name in promotional materials, including press releases and on PlanSource™'s and iBTR's website. Neither party may publicly use the other Party's logo or other trade or service mark without that Party's permission. Customer also agrees to act as a reference for PlanSource™ and iBTR, provided Customer shall maintain sole discretion over any content of such conversations and/or references given by Customer.

g. **Employee Data.** Customer will provide all necessary Employee data into the PlanSource™ system at least two (2) business days in advance of the start of any PlanSource™ services that will use said data, unless otherwise agreed to by iBTR. Customer will ensure that all loaded Employee data is accurate, timely, and up to date. iBTR will not be liable in any way for any reporting, fulfillment, or filing errors that are caused by inaccurate, out-of-date, untimely, or otherwise insufficient Employee data as provided by Customer. If Customer elects to have PlanSource™ perform any IRS filing-related services, Customer will provide final approval of all filing data before submission to the Internal Revenue Service ("IRS").

#### 4. FINANCIAL ARRANGEMENTS.

a. **Implementation and Service Fees.** Services and pricing are defined in the Agreement Terms Sheet attached hereto as Exhibit "1". The Implementation Fee shall be due and payable upon the execution of this Agreement. iBTR shall provide an invoice to Customer for payment due prior to the start of implementation.

b. **Online Service Fee.** Customer shall pay iBTR a base monthly Online Service Fee as defined in the Agreement Terms Sheet based on the number of Employees entered into the Extranet Site (the "**Per Employee, Per Month**" or "**PEPM**"). The number of Employees for which Customer is assessed the Online Service Fee will be calculated as of the first day of each month, commencing with the first month the Extranet Site is available to the Customer, subject to the minimum number of employees listed in Exhibit "1". Terminated Employees shall be excluded from this count as of the first day of the month following the termination unless PlanSource™ is involved in administering PlanSource™ benefits for those Employees or their dependents (e.g., COBRA or Retiree benefits).

i. The Online Service Fee amount due from Customer is based on the time that the Extranet Site is available to Customer. Availability to the Customer is defined as the earlier of: 1) the date upon which Employees gain access to the Extranet Site; or 2) 91 days from the start date of the implementation. Availability is not contingent upon vendor transmissions.

ii. The Online Service Fee may increase by a minimum of 5.00% each year, starting after the initial term of this Agreement. iBTR agrees that it will not increase the Online Service Fee without giving Customer a minimum of 90 days written notice sent via electronic mail.

iii. The Online Service Fee shall be due and payable within fifteen (15) days of the invoice date. If invoices are not paid within thirty (30) days of the invoice date, the Client will lose access to the system until all past due invoices are paid in full.

In exchange for the Online Service Fee, Customer and each User will be entitled to access the Extranet Site. The Customer will have access to Vendor Transmission, Customer Support, and Training described more fully above in Section 2 of this Agreement. The billing and payment of Online Service Fees are not contingent upon Vendor Transmission services being operational and complete.

c. **Renewal Fees & Costs.** Customer shall pay Annual Open Enrollment Renewal fees each year based upon the scope of changes requested to the Extranet site, as listed in Exhibit "2."



d. **Change Fees & Costs.** In addition to the Implementation Fee and the Online Service Fee, Customer shall pay fees and costs for any changes requested that differ from Customer's initial directives to iBTR. These change requests may include, but are not limited to changes in benefit plan, Vendor, Payroll, or other critical or material information contained on the Extranet Site. The fee for each change will vary based on the requested change and the professionals to be involved. iBTR will provide Customer with an estimate of the Change Fees and Costs to be assessed and approved by the customer prior to execution of the changes.

e. **Pass-Thru Costs and Obligations.** To the extent iBTR must engage, employ, or contact with one or more third parties as a result of Customer's requested products and services related to the Solution, and which are more specifically identified on Exhibit "1," Customer shall be responsible for full reimbursement to iBTR. The obligation for reimbursement may survive any termination of this agreement to the extent that iBTR is unable to terminate its obligation to any third party related to this Agreement. iBTR will provide Customer with an estimate of the third-party fees and costs to be assessed and approved by the customer prior to entering into to any engagement, employment, or agreement with any third-party pursuant to this provision.

f. **Sales Tax.** Subject to jurisdictional requirements, iBTR will calculate, charge, and invoice and Customer agrees to pay any and all taxes for which iBTR or PlanSource™ is required to collect and remit. This includes, but is not limited to, any and all sales tax related to Software as a Service taxes. Taxes will not be invoiced or collected for any company considered to be tax exempt as long as iBTR has a current tax-exempt certificate on file.

g. **Invoicing and Payment.** iBTR will send invoices by email. The email subject line and address the invoices will be sent from is: Benefit Technology Resources, LLC (donotreply@intuit.com). Customer will whitelist this email address and take any necessary steps to prevent invoices from being marked as spam or junk mail. iBTR requires payments via a free ACH to avoid 2% processing fees. Payments are due and payable within 30 days of the invoice date. Invoices over thirty (30) days past due will be assessed a 5.00% late fee, in addition to any other penalties described herein.

## 5. CONFIDENTIALITY AND INFORMATION EXCHANGE.

a. **Exchange.** It is the intention of iBTR and Customer to transfer and/or exchange information as may be essential for completing its obligations under this Agreement. Such information may be disclosed in electronic, visual, or written form (including magnetic media). All information transferred or exchanged between the parties or otherwise learned by a party from or with respect to the other is deemed to be confidential and to include proprietary or trade secret information of the other concerning the other's business affairs, property, methods of operations, processing system, or other information, including Employee personal information and financial data ("**Confidential Information**"). Each party agrees to direct its owners, directors, principals, members, employees, and agents to maintain such confidentiality. Customer and iBTR hereby agree to maintain the confidentiality of all such information using at least the degree of care and security as each use to maintain the confidentiality of its own Confidential Information. Each party agrees to direct its owners, directors, principals, members, employees, and agents to maintain such confidentiality. In the event that a receiving party wishes to disclose Confidential Information to one of its agents (including service providers), it may do so only if that agent or service provider agrees in writing to the terms of this section. The parties acknowledge that disclosure of any of the other's Confidential Information without the other's prior written consent may give rise to continuing irreparable injury to the non-disclosing party, that, therefore, will be inadequately compensable in damages at law. Accordingly, the non-disclosing party shall be entitled to obtain immediate injunctive relief against the breach or threatened breach by the disclosing party of any of the foregoing undertakings, in addition to any other legal remedies which may be available, and the disclosing party hereby consents to the obtaining of such injunctive relief. Information shall not be considered confidential under this Paragraph that:

- i. is publicly known prior to or after disclosure hereunder other than through acts or omissions attributable to the recipient or its employees or representatives;
- ii. as demonstrated by prior written records, is already known to the recipient at the time of disclosure hereunder;
- iii. is disclosed in good faith to the recipient by a third party having a lawful right to do so;
- iv. is the subject of written consent of the party which supplied such information authorizing disclosure;  
or
- v. is required to be disclosed by law; provided that the recipient shall give the disclosing party reasonable notice in writing prior to disclosing such information in order to facilitate seeking a protective order or other appropriate remedy from the proper authority.

b. **Public Records.** Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the Customer may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The Customer shall not be liable in any way to iBTR for the disclosure of any public record including, but not limited to, documents provided to the Customer by iBTR. In the event the City is required to defend an action with regard to a public records request for documents submitted by iBTR, iBTR agrees to indemnify, hold



harmless, and defend Customer from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

c. **Confidentiality of Agreement.** Neither party will, without the prior written authorization of the other party's authorized agent, disclose to any third-party the terms and conditions of this Agreement, except as may be necessary to establish or assert rights hereunder, or as may be required by law or governmental regulations.

d. **Security.** PlanSource™ and iBTR shall at all times during the term of this Agreement maintain in force measures reasonably available within the information technology industry to prevent any unauthorized person from gaining access to or altering, viewing, manipulating, or affecting in any way the information, data, or information system(s) of Customer.

## 6. PlanSource™'S PERFORMANCE GUARANTEES TO iBTR.

a. **Downtime.** PlanSource™ warrants that the Extranet Site, will not experience unscheduled downtime of more than one percent (1%) of the time it is intended to be in operation. The Extranet Site is scheduled to be available 24 hours a day, 7 days a week, 365 days a year except for scheduled upgrades and maintenance times for 8 hours per month. This warranty will not apply to any downtime that occurs as a result of any fault of Customer or as a result of failure of or problems in Customer's equipment, any power or utility problems, any problems in Customer's network or any other problems or causes to which iBTR and/or PlanSource™ is not responsible.

b. **Service Quality.** iBTR warrants that all services provided by iBTR under this Agreement will be performed in a timely, competent, and workmanlike manner by individuals of appropriate training and experience.

c. **Disclaimer.** EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION 6, iBTR and PlanSource™ HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, DESIGN, CONDITION, CAPACITY, AND PERFORMANCE.

## 7. TERM AND TERMINATION.

a. **Stated Term of Agreement.** This Agreement is entered into on the later date in the signature block below (the "Effective Date"). Said term runs from the effective date and renews if notified by Customer for additional one-year terms thereafter subject to the termination provisions listed herein. Customer must notify iBTR of intent to renew agreement with ninety (90) days written notice prior to end of current term. Customer's access and use of the Solution shall continue so long as Customer adheres to the terms and conditions of this Agreement, the site, or any other terms and conditions as may be implemented or modified from time to time by iBTR.

b. **If Customer's Agent changes, the Customer is still responsible for the initial term of the site.** After the initial term, the Customer has the choice of retaining the Solution and iBTR service at a non-Agent partner rate. Customer and Broker's obligations to iBTR under this agreement endure even if they sever their relationship.

### c. **Termination Provisions.**

i. **Termination for Cause.** Customer or iBTR shall have the option to terminate this Agreement in the event that the other party materially breaches any provision of this Agreement and fails to cure the breach within days following notice of the breach from the non-breaching party. The right to terminate shall be in addition to all other legal or equitable remedies available to the non-breaching party.

ii. **Termination Other than for Cause.** Customer or iBTR may terminate this agreement with ninety (90) days written notice prior to end of current term.

iii. **Termination for Insolvency or Dissolution.** To the extent allowed by law, either party shall have the right to immediately terminate this Agreement upon the other party acknowledging in writing that it (i) is insolvent or otherwise unable to meet its financial obligations under this Agreement, or (ii) is dissolving or otherwise ceasing to do business. This right to terminate shall be in addition to all other legal or equitable remedies available to the terminating party.

iv. If Customer terminates any portion of this Agreement without cause prior to the end of the current Term, Customer will pay any unpaid fees covering the remainder of such terminated subscription. If iBTR terminates this Agreement in accordance with Sections 7.c.i or 7.c.iii., Customer will pay any unpaid fees covering the remainder of the term for each product in effect at the time of termination. In no event will termination relieve Customer of its obligation to pay iBTR any fees payable for the period prior to the effective date of termination. Customer agrees that the actual damages in the event of such termination would be difficult or impossible to ascertain, and that such termination charges are intended, therefore, to establish liquidated damages for such early termination.



v. Notwithstanding any of the foregoing, the early termination fees hereunder shall not apply in the event the relationship between Customer and Broker is terminated for any reason, and iBTR continues to provide the Services to Customer through a succeeding Broker or a separate signed (non-Agent, partner) agreement.

d. **Survival.** In the event of expiration or termination of this Agreement, those Sections which by their nature are intended by the parties to survive will survive and continue in effect to the extent necessary to protect the rights of the parties. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

## 8. LIMITATION OF LIABILITY AND DISCLAIMER.

a. **Limit.** UNDER NO CIRCUMSTANCES WILL PLANSOURCE™ OR iBTR BE LIABLE TO CUSTOMER OR ANY USER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) SUCH AS, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF OR DENIAL OF BENEFITS, OVERCHARGES OF VENDOR PREMIUMS, LOSS OF REVENUE OR ANTICIPATED PROFITS, OR LOST BUSINESS IRRESPECTIVE OF WHETHER SUCH DAMAGES WERE INCURRED BY CUSTOMER DUE TO A NEGLIGENT ACT OR OMISSION. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, OR OTHER TORTS, SHALL BE LIMITED TO THE REPAIR OF THAT PORTION OF THE EXTRANET SITE THAT DOES NOT MEET THE WARRANTY. FOR ALL CAUSES OF ACTION OR CLAIMS FOR WHICH REPAIR OF THE EXTRANET SITE IS NOT POSSIBLE, iBTR AND/OR PLANSOURCE™'S AGGREGATE LIABILITY FOR DAMAGES SHALL NOT EXCEED iBTR COVERAGE OF INSURANCE LIMITS (COI) PROVIDED TO CUSTOMER ANNUALLY UPON REQUEST.

b. **Acknowledgment.** Customer, PlanSource™, and iBTR expressly acknowledge that the limitations contained in Section this 8 represent their express agreement with respect to the allocation of risks between them as related to the amount of the consideration each is to receive under this Agreement, and each of Customer and PlanSource™ fully understands and irrevocably accepts such limitations. Customer, PlanSource™, and iBTR agree that the limitations in this Section 8 should specifically apply to any alternative remedy ordered by a court or an arbitrator in the event such court or arbitrator determines that a sole and exclusive remedy provided for in this Agreement fails of its essential purpose.

## 9. INTELLECTUAL PROPERTY AND DATA.

a. **Intellectual Property.** All right, title and interest in and to all content, graphics, trademarks, logos, and other materials of any type appearing on the Extranet Site other than the names and trademarks of Customer and specific third parties offering site links, and copyrighted material furnished by a third party or data provided by Customer or Users (as described in Subsection 10.b. below) and all technology related thereto, is owned by PlanSource™. Nothing in this Agreement or in any attachment hereto creates in Customer any rights in iBTR's or PlanSource™'s intellectual property.

b. **Data.** All right, title and interest in the Employee information and other data furnished by Customer or the Employees or Users is owned by Customer and may not be disclosed, transferred, assigned, sold or published by iBTR or PlanSource™ without Customer's advance written permission. Notwithstanding the foregoing, Customer hereby consents to iBTR or PlanSource™'s use, sale, transfer, and transmission of aggregate data captured on the Extranet Site, including Employee demographic information, Employee benefit selection data, and voluntary benefit purchasing patterns; provided, however, that all such information may not identify the particular Employee nor any other information (address, telephone number, etc.) which may be used by a third party to identify an Employee, User, or Customer. iBTR and PlanSource™ will not publish or sell Employee-specific information such as a mailing list of named Employees or to otherwise sponsor, conduct, or facilitate on behalf of a third party (through the provision of employee names, addresses, or telephone numbers) a targeted mailing or other marketing campaign. If an Employee or User links to a Vendor's web site or purchases products or services from a Vendor, iBTR and PlanSource™ are not responsible for that Vendor's use of information captured or gleaned from the experience of that User or Employee.

## 10. GENERAL.

a. **Independent Contractor.** Each party is and will remain an independent contractor with respect to all performance rendered pursuant to this Agreement. Neither party nor any employee thereof will be considered an employee or agent of the other party for any purpose and will have no authority to bind or make commitments on behalf of such other party for any purpose and will not hold itself or themselves out as having such authority.

b. **Compliance with Laws.** Each party will, at its own expense, comply with any governmental law, statute, ordinance, administrative order, rule or regulation relating to its duties, obligations and performance under this Agreement and will procure all licenses and pay all fees and other charges required thereby.

c. **Taxes.** If required by federal, state, or local law, whether enacted prior to or during the term of this Agreement, iBTR shall invoice and collect and Customer agrees to pay to iBTR any applicable taxes, including but not limited to sales taxes due where the Solution is deemed a Software-as-a-Service

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("SaaS"). Customer acknowledges that it is solely responsible for payment of such taxes and agrees to remit payment for same to iBTR upon receipt of an invoice for same. Except as provided above as it relates to sales tax, each party will have sole responsibility for the payment of all taxes and duties imposed by all governmental entities, as they pertain to its duties, obligations and performance under this Agreement. Taxes will not be invoiced or collected for any company considered to be tax exempt as long as iBTR has a current tax-exempt certificate on file.

d. **Force Majeure.** Neither party will be held liable for failure to fulfill its obligations under this Agreement if the failure is caused by flood, extreme weather, fire, or other natural calamity, acts of governmental agency, or similar causes beyond the control of such party, and the term for performance will be increased to a reasonable period of time.

e. **Assignment.** Neither party may sell, transfer or assign this Agreement, or transfer, delegate, or assign any right or obligation set forth in this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Any act in derogation of the foregoing will be null and void.

f. **Governing Law.** The validity, construction, and performance of this Agreement will be governed by the substantive law of the State of North Carolina without regard to the conflicts of law provisions thereof.

g. **Jurisdiction and Venue.** Any action, suit or proceeding relating to, arising out of or in connection with the terms, conditions, and covenants of this Agreement may be brought by iBTR against Customer in the County Court or Circuit Court of Mecklenburg County, North Carolina. Customer hereby waives any objection to jurisdiction or venue in any proceeding before said Court. Nothing contained herein shall affect the right of iBTR to bring any action, suit or proceeding against Customer in the courts of any other jurisdictions.

h. **Notices.** Any notice, request, demand, approval, consent or other communication which iBTR or Customer may be required or permitted to give to the other party shall be in writing and shall be mailed or delivered by a nationally recognized courier service providing receipt of delivery to the other party at the Notice Address (as stated in the first introductory paragraph of this agreement) or to such other Notice Address as either party shall have designated by notice to the other. The delivery date of such shall be the date delivered by such courier service with the service fee prepaid. **This notice provision does not apply to iBTR's giving of notice pursuant to paragraph 4.**

i. **No Other Rights.** This Agreement will not be construed to grant any rights by implication, estoppel, or otherwise, that are not granted through its express provisions.

j. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect and will be interpreted, to the extent possible, to achieve its purposes without the invalid, illegal or unenforceable provision.

k. **Waiver and Remedies.** The failure of either party at any time to require performance by the other party shall in no way affect the right of either party thereafter to enforce the same provision, nor shall the waiver of either party of any breach of any provision herein be held or taken to be a waiver of any succeeding breach or as a waiver of the provision itself.

l. **Entire Agreement.** The provisions of this Agreement as in effect from time to time by their terms, constitute the entire Agreement between the parties and supersede all prior Agreements, oral or written, and all other communications relating to the subject matter of this Agreement. Any terms contained in invoices, acknowledgements, or other forms that are inconsistent with or different from the terms of this Agreement will be void and of no effect.

IF CUSTOMER DOES NOT UNDERSTAND OR AGREE WITH ANY OF THE TERMS AND CONDITIONS UNDER THIS AGREEMENT, CUSTOMER SHOULD NOT EXECUTE THIS AGREEMENT OR ACCESS ANY FEATURE OR PORTION OF THE PLAN SOURCE™ SOFTWARE, WEB SITE, OR ANY RELATED PRODUCTS OR SERVICES. THIS PROPOSAL WILL EXPIRE WITHIN SIXTY (60) DAYS OF THE PROPOSAL DATE. IF CLIENT DOES NOT EXECUTE THE PROPOSAL WITHIN THE SIXTY (60) DAY TIMEFRAME, THE CLIENT WILL NEED TO OBTAIN A NEW PROPOSAL.

Customer: City of North Las Vegas.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Pamela A. Goynes-Brown

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Attest:

Approved as to Form:



By: \_\_\_\_\_

By: \_\_\_\_\_

Jackie Rodgers, City Clerk

Micaela Rustia Moore, City Attorney

**ACKNOWLEDGED AND ACCEPTED BY:**

Benefit Technology Resources, LLC

By:    
 3E708799CB8B483...

Date: 5/15/2023

Mary Kathryn Taylor, Chief Operating Officer





**EXHIBIT “1”**  
**AGREEMENT TERMS SHEET FOR City of North Las Vegas**

- A. **Initial Term of Agreement:** 36 Months  
 B. **Minimum Number of Total Employees:** 1,409

**One Time Set Up Fees – Due Upon Execution of Agreement**

Product Name	Amount
ACA Reporting Module Setup Fee	\$0.00
Document Management Setup Fee	\$0.00
Implementation Fee	\$8,500.00*

**Ongoing PEPM Fees – Cost per month, once Extranet Site Available**

Product Name	Per Employee Per Month	Notes
Online Ongoing Benefit Eligible Service Fees	\$5.00	
ACA Reporting Module Fee	\$0.00	
Ongoing Non-Benefit Eligible Service Fee	\$0.50	
COBRA Enrollment Tracking Service Fee	\$0.25	Add-On Service is in addition to Online Service Fee
Employee Service Center Technical Services	\$1.50	Add-On Service is in addition to Online Service Fee
Annual Enrollment Benefits Education & Enrollment Services	\$0.00**	

**Integration Fee – One Time Fees – Due when integration is completed**

Product Name	Amount	Notes
Medical Carrier Connect Fee	\$0.00	2 Files included in Implementation fee
Dental Carrier Connect Fee	\$0.00	1 File included in Implementation fee
Vision Carrier Connect Fee	\$0.00	1 File included in Implementation fee
Life and Disability Carrier Connect Fee	\$0.00	2 Files included in Implementation fee
COBRA Carrier Connect Fee	\$0.00	1 File included in Implementation fee with Flores
FSA Carrier Connect Fee	\$0.00	1 File included in Implementation fee with Flores
Worksite Carrier Connect Fee	\$0.00	1 File included in Implementation fee
Legal Carrier Connect Setup Fee	\$0.00	1 File included in Implementation fee
Payroll Demographic Import Set Up Fee	\$0.00	1 File included in Implementation fee
Payroll Deduction Connect Fee	\$0.00	1 File included in Implementation fee



Ongoing Service Fee may be adjusted in the event of a 25% variance in total employees. Online Service Fee is subject to minimum increase of 5.00% each year, starting after the initial term of this Agreement.

ACA - 1094 and 1095 Fulfillment and Filing fees may be an additional cost, as defined in 1.c

\* 50% discount has been applied with the condition that the City of North Las Vegas will leverage Benefits Education Services based on the scope of work outlined in exhibit 4.

\*\* There will be zero (\$0) corporate cost for the benefits education and enrollment services provided at least two to four voluntary benefit lines including, but not limited to permanent life, critical illness, accident and hospital indemnity insurance, are offered with an active enrollment and effective date of January 1, 2024. City of North Las Vegas agrees iBTR will speak with a minimum of 500 employees during annual enrollment. A reasonable voluntary benefit product mix and premium split will be determined with USI Insurance based on the carrier, commission percentages, and lines of coverage chosen for the 2024 plan year.



**EXHIBIT “2”**  
**CLIENT BENEFIT RENEWAL FEES**

Renewal fees may apply based on the scope of changes needed to Client's PlanSource™ site. Additional fees may apply for complex renewals or to expedite the process. The chart below provides the fees associated with renewal changes. All documents must be provided 10 business days before the Client's open enrollment start date. If renewal documents are not provided 10 business days before the open enrollment start date, a rush fee\* may apply depending on the changes required to PlanSource™. This rush fee is in addition to the standard renewal fees.

Renewal Type	One Time Fee	Details
Type I	\$0.00	Rate only changes.
Type I Rush Fee	\$500.00	
Type II	\$1,500.00	Up to four plan/carrier changes or plan carrier additions.
Type II Rush Fee	\$1,000.00	
Type III	\$2,000.00	More than four plan/carrier changes or plan/carrier additions. Maximum of 15 hours included.
Type III Rush Fee	\$1,500.00	

*\*A Rush Fee will apply for information provided less than 10 business days before the first day of the Client's Open Enrollment Start Date. This Rush Fee is due in addition to the renewal fees outlined above.*

Please note: Carrier changes that require a new file feed are subject to a one-time fee between \$250-\$3,000 per file depending on the carrier's requirements. New files require an 8-10-week timeline and work will begin when the following steps have been completed:

- Open enrollment is completed and closed.
- File structure has been received from the carrier and provided by iBTR
- Data contacts have been assigned (System and Carrier)



**EXHIBIT “3”****EMPLOYEE SERVICE CENTER****1. Call Recording, Tracking, and Monitoring.**

- a. All calls will be recorded using a state-of-the-art unified communication platform. Random samplings of all Service Center Representative calls shall be monitored on a weekly basis to ensure call quality and provide coaching when necessary or as requested.
- b. In addition to the call recordings, all cases will be tracked using iBTR's Salesforce software instance. Calls will be assigned a category and a reason code based on the case details or questions addressed with each employee.

**2. Reporting.**

- a. iBTR will provide trends and usage statistics of calls including Average Speed of Answer, Average Handle Time, Abandonment Rate, Call Category and Call Reason on a reoccurring basis as agreed to by the Customer and iBTR or as needed.

**3. Voicemail.**

- a. When the Employee Service Center is closed, employees will have the option to leave a voicemail for a call-back at their preferred time. All voicemails will be processed in the order they are received when the Employee Service Center reopens during normal operating hours.

**4. Hours of Operation.**

- a. The Employee Service Center operations will be available Monday-Friday from 8:00 am-6:00 pm Central Standard Time. The Employee Service Center will observe all major federal holidays.

**5. Population Changes.**

- a. Should Customer's active employee count change more than 25% from the original contracted employee count, iBTR reserves the right to recalculate the monthly fee(s).
- b. iBTR will notify the Customer in writing of its intent to recalculate the fee(s) along with the new billing rate and its effective date.

**Available Services**

Services	Details
Technology Support	<ul style="list-style-type: none"> <li>• Login assistance/password resets</li> <li>• System security questions, username, and password structure</li> <li>• Help with identifying the proper internet URL address to access system</li> <li>• Online ACA form views/issues</li> </ul>
Benefit Questions	<ul style="list-style-type: none"> <li>• Plan Detail Questions</li> <li>• Benefit Questions</li> <li>• Processing Questions</li> <li>• PCP Questions/Updating PCP Designation(s)</li> <li>• EOI-API Questions</li> <li>• Direction on links to provider websites and directories</li> <li>• General ACA inquiries</li> </ul>
Enrollment Support	<ul style="list-style-type: none"> <li>• Eligibility and Premiums</li> <li>• Emergency Enrollments (with Carrier)</li> <li>• Assisted Enrollment</li> <li>• Dependent Eligibility Questions</li> <li>• Late enrollments/Life Events (Coordinated with Client HR team)</li> </ul>
Service Channels	<u>Telecom</u> <ul style="list-style-type: none"> <li>• Client Specific Phone Number</li> <li>• Warm Transfers to designated carriers or providers</li> <li>• Custom Scripts</li> <li>• Welcome Message</li> <li>• Standard Out of Office Message</li> <li>• Voicemail</li> </ul>



	<ul style="list-style-type: none"><li>• <u>Email</u></li><li>• Client Specific Support Email Address</li></ul>
Enhanced Services (Buy-up)	<ul style="list-style-type: none"><li>• Process/Monitor Life Events</li><li>• Monitor New Hire Enrollment Status</li><li>• Dependent Verification (new hires, added during OE or Life Event Maintenance)</li><li>• EOI Processing</li></ul>



## **EXHIBIT “4”**

### **COMMUNICATION & ENROLLMENT SERVICES**

- 1. Scope of Services:** iBTR will provide the services described herein on behalf of Client for scheduled 2023 Annual Enrollment. iBTR shall conduct individual employee meetings with benefit eligible Client employees for the purpose of communicating and enrolling Client's benefits. iBTR will plan, communicate, implement, and manage the Client enrollments. iBTR will conduct individual employee meetings with Client's benefit eligible employees to ensure efficient and effective enrollments designed to increase the awareness and value of all benefits. During the individual employee meetings, iBTR will provide communication and enrollment services under the business guidelines and objectives outlined by Client. As part of this commitment, iBTR will provide the following services:
  - A) Benefit Communication & Education:** iBTR will assist Client with each enrollment and the communication of benefits to Client's employees. iBTR will work with each Client department to create a schedule to ensure all employees have the opportunity to learn about their benefits in a one-to-one setting. The following communication & enrollment methods will be provided by iBTR:
    - i. Face-to-face, if applicable:** Employees will meet in person with a benefits counselor at their work location. Employees will learn about their benefits, review all benefit plan changes, update personal information, and make any benefit elections.
    - ii. Virtual:** Employees will meet virtually with a benefits counselor via telephone. Employees will learn about their benefits, review all benefit plan changes, update personal information, and make any benefit elections.
  - B) Enrollment Training:** iBTR will assign an Account Executive and Implementation Team to coordinate all enrollment preparation and activity. This team will work with designated HR representatives prior to open enrollment to develop the enrollment strategy, process, schedule, and answer questions. iBTR will also conduct a detailed customized training session prior to the enrollment start date to ensure all objectives are reviewed and each benefit counselor understands the unique culture and benefit offerings of Client's facilities and employees.
- 2. CLIENT RESPONSIBILITIES:** During the term of this Agreement, Client acknowledges and agrees to:
  - i.** Provide access to employees on company time through individual employee meetings.
  - ii.** Distribute pre-enrollment communication material to all benefit eligible employees.
  - iii.** Plan to assist iBTR with meeting with at least 500 benefit eligible employees.
  - iv.** Ensure that all premiums for the voluntary benefits will be payroll deducted for a minimum of one calendar period and that all amounts due to your insurance broker and/or your insurance carrier with respect to such voluntary benefits are paid when due.
- 3. EXPENSES:** It is understood that iBTR is responsible for all set-up costs and enrollment expenses associated with each Benefit Communication & Enrollment process set forth in Section 1 above. Further, except as set forth in this Section 3, Client is not responsible for any fees or expenses associated with iBTR's Benefit Communication & Enrollment process. Notwithstanding the foregoing, Client agrees to reimburse iBTR any unrecoverable enrollment related expenses (including unrecoverable airfare expenses, hotel expenses, printing expenses, and unrecoverable counselor fees) that are incurred prior to the enrollment in the following instances:
  - A)** Postponement of enrollment occurring less than 30 days from the scheduled start of the enrollment.
  - B)** Postponement of enrollment that lasts for more than 30 days.
  - C)** If enrollment begins as scheduled and then is canceled or postponed to a later date.

