

# Clarity Enrollment Solutions, LLC

## Document of Understanding

**Employer:** Vermilion County Illinois (referred to as employer in this agreement)  
**Address:** 201 N. Vermilion, Danville, IL 61832  
**Brokerage Firm:** ONI Risk Partners (referred to as broker in this agreement)

### Call Center Eligibility Requirements

- Employees who utilize Clarity's call center enrollment service must meet the following criteria:
  - Enrollment calls must take place while the employee is within their benefit eligibility waiting period
  - Employees must be working the required number of hours outlined in the insurance carrier's contract to be eligible for benefits
  - Employees must either be new hires or newly benefit eligible due to an employment status change
- Qualifying life events are not considered an employment status change and therefore, they would not be eligible for enrollment services under this agreement

### Call Center Process

- With the assistance of Human Resources, newly benefit eligible employees will be expected to schedule an appointment online to speak to a Clarity Representative and enroll in their benefits.
- At the employee's scheduled time, a Clarity Representative will call them at the number they provided when signing up online.
- The Clarity Representative will communicate the employee's benefit offerings and either elect or waive each plan option that is available on the enrollment platform.
- Where applicable, Clarity will provide employee elections and deductions to the client; it is the client's responsibility to communicate this data to the insurance carriers and vendors.
- At the end of each calendar year, or upon termination of this agreement, if the client's percentage of completed calls is less than 85%, Clarity reserves the right to charge a \$20 fee for each incomplete call. As an example, if there were 100 new hire calls scheduled during the calendar year and only 80 calls were completed, the completion percentage would be 80%. As a result, a \$20 fee would be applied to each incomplete call below the agreed upon 85% threshold. The resulting invoice in this example would total \$100 (\$20 times 5 incomplete calls). Incomplete calls are defined as benefit enrollments that were not finalized during the employee's scheduled appointment time. Incomplete calls include but are not limited to, new hires who are ineligible for benefits, missed calls, and rescheduled calls within 48 hours of the appointment date and time.

The purpose of the enrollment will be to communicate and/or enroll each of the following benefits or services:

Benefit / Services	Communicate / Enroll
Dental Insurance	Enroll
Vision Insurance	Enroll
Short Term Disability Insurance	Enroll
Employer-Paid Life/AD&D Insurance	Communicate & Record Beneficiaries
Voluntary Term Life/AD&D Insurance	Enroll
Accident Insurance	Enroll
Critical Illness Insurance	Enroll
Hospital Indemnity Insurance	Enroll

### Employer Responsibilities

- Assist all newly-eligible employees with scheduling an enrollment call using Clarity's online scheduling tool.
- Ensure that the employee is scheduled to speak with a counselor during their new employee eligibility period (typically 30, 60 or 90 days, based on your carrier contracts).
- Distribute pre-communication materials related to the services offered by Clarity Enrollment Solutions.
- Emphasize to employees the importance of being prepared for their enrollment call. Employees should have had an opportunity to review their benefits information, gather important information (e.g. dependent names, SSNs), and be ready to make their enrollment decisions.
- Ensure employee's demographic information has been loaded to BenefitsConnect so they can be enrolled in coverage during their call. Demographic information includes: Name, Social Security Number, Date of Birth,

Date of Hire, Scheduled Weekly Hours, Annual Earnings, Address, Payroll Deduction Frequency, Location, and Job Class.

- Deduct premiums for the products listed in this agreement. The employees may cancel their post-tax voluntary benefits at any time; pre-tax benefits are subject to IRS rules.
- Notify Clarity of any benefit changes which include, but are not limited to, rates, carriers, plan designs, and contributions. Any changes should be provided to Clarity at least two weeks prior to any new hire enrollment call that would be impacted by these changes.

**\*\* Clarity assumes no liability should the employee miss their eligibility window for benefits enrollment. \*\***

**Term of Agreement**

Enrollment services provided by Clarity will begin on 3/1/2019 and shall continue in force indefinitely. This agreement may be terminated upon thirty (30) days written notice by either party.

**Indemnification**

Each party agrees to indemnify and hold harmless the other party from all fines, claims, demands, suits, actions or costs, including reasonable attorneys' fees, of any kind and nature arising solely by reason of the indemnifying party's breach of this agreement or negligent action(s) or omission(s). This provision shall survive the termination of this agreement.

**Confidential Information**

The parties agree that Clarity's Software, marketing, education materials, plans, procedures, techniques and manuals are of trade secret or proprietary nature. The parties acknowledge that the Employer and its personnel may be in possession of and have access to Clarity's confidential information. Employer agrees not to disclose to others or take or use for Employer's own purposes or the purposes of others at any time, any Confidential Information of Clarity's that may have been or may be obtained by Employer by reason of its relationship with Clarity.

Clarity agrees to regard and preserve as confidential all records and other information relating to Employer data including, but not limited to, participation, demographic, benefit election information, and any materials developed exclusively for Employer. Clarity will not, without written authority from Employer, disclose to others any such records or other information. This provision shall survive the termination of this Agreement.

**Witnesses**

The parties have caused this agreement to be executed by their respective officers/decision makers duly authorized to do so and bind each organization to the terms and conditions of this Agreement.

**Employer**

Print Name

Larry Baughn Jr.

Signature

[Signature]

Date

2/22/2019

**Clarity Enrollment Solutions, LLC**

Print Name

Joe Gruis

Signature

[Signature]

Date

2/21/2019