

Benefits Administration System RFP— Technical Proposal

West Virginia Public Employees Insurance Agency (PEIA)

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West Virginia Purchasing Division

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Executive Summary

May 25, 2022

Ms. Melissa Pettrey
Senior Buyer, West Virginia Purchasing Division
West Virginia Department of Administration

Dear Melissa,

Alight Solutions LLC (“Alight”) is pleased to present the West Virginia Department of Administration, Purchasing Division (“Purchasing Division”) with our response to the Purchasing Division’s Request for Proposal (“REP”) for benefits administration and related services for the West Virginia Public Employees Insurance Agency (“PEIA”). Our experience offering flexible, proven solutions to meet the need of working people and employers across both the private and public sector is unparalleled. Alight serves 200+ clients in the public sector, with more than 30 product offerings, including Federal Government, State Governments, cities, municipalities and counties, K-12 school districts, public universities and more.

We understand PEIA and the Purchasing Division are seeking the best value vendor, based on highest combined score of the technical proposal and cost evaluation. To provide the best overall value to PEIA and the State’s public employees, Alight is proposing a unique solution set to the State’s active and retiree populations, and we have divided our responses into specific offerings purpose-built for both the Active and the Retiree populations. For the active and pre-65 retiree population, Alight is proposing our Alight Worklife® benefits administration platform, delivering a holistic, integrated employee experience predicated on the following:

- Creating a best-in-class experience with a modern, consolidated total rewards portal—simple, personal and connected.
- Continued investment in new technology/AI and solutions to streamline processes, engage with your members in new ways, and drive meaningful health outcomes.
- Integrated, end-to-end, H&W benefits administration capabilities enabling a consolidation of services within Alight.

For the Medicare-eligible retiree population, Alight is proposing our Retiree Health Exchange, to drive the best financial outcomes for retirees and for PEIA. Alight’s Retiree Health Exchange empowers retiring and retired employees to choose among individual coverage through the Exchange—all with the support of a trusted advisor. This can provide a wide array of retiree benefits designs to drive the best financial outcomes for retirees, while reducing your overall spend and administrative burden. Alight Retiree Health Exchange has more than 12 years of experience delivering our solution, and we will provide PEIA and your retirees with expert guidance and ongoing support. In addition, there are significant reductions in cost and liability available to the PEIA and to the retired members. Based on the 43,461 total enrolled members shown on the September 2021 financial report, as well as the 2022 MAPD premium of \$274, those include:

- An estimate of **\$26M to \$66M in net subsidy savings** on an annual cash basis
- Retirees should see an average **savings of up to \$1,500 per year per retiree**
- In addition, there is an additional **reduction in liability of between \$220M to \$900M**

To summarize, these solutions not only provide significant cost savings to PEIA and the participating employees, retirees and their families; they also improve the overall benefits experience for both your employees and your retiree population.

We understand that our proposal may be somewhat unique, and that it may require additional dialogue to fully evaluate our offerings. However, we believe the associated financial impact and member/retiree experience improvements delivers the best value for PEIA and its members.

At Alight, we are committed to simplifying and enhancing work and life through our unique blend of technology, data and service. We are eager to spark new possibilities and provide better health solutions for your employees and their families. But beyond the solution itself, Alight is committed to being an excellent partner. We promise to be proactive, collaborative, and easy to work with, and we will bring the full breadth and depth of our resources and experience to serve you.

As you review our proposal, please do not hesitate to contact me if you have questions or require further clarification.

Thank you for the opportunity to work together.

Sincerely,

Alight Solutions

A handwritten signature in black ink, appearing to read "David Blanchard". The signature is written in a cursive, slightly stylized font.

David Blanchard, Sales Executive

Solution Overview

Alight Solutions is excited to provide this health and welfare benefits administration proposal and we're looking forward to a new partnership serving you and your people.

A solution to enable your strategy, not just administer your benefits

We're more than just a technology solution. We are part of your team, waking up each day with a focus on your priorities, simplifying the experience, and bringing your strategy to life. Our team leaders have an average tenure of 15 years and are experts in health administration, compliance, consumer engagement and managing change. We become experts in your plans and bring new insights and ideas. We'll challenge each other and the status quo—all with a focus on results.

An integrated, simple experience for you and your people

One system that supports all of your participants and processes, including COBRA, direct billing, compliance (e.g., ACA reporting) and benefit financial reporting. We eliminate hand-offs and data-transfers that create risk and additional effort. Our solution is designed to flex with your needs—for example, we currently administer over 13,000 unique health plan designs, providing a comprehensive library that streamlines system configuration.

Going beyond enrollment

Helping people enroll in their plans is only part of the solution; helping them enroll in the *right* plans is key. For most people, enrollment is just 1-2 days a year. But, they face challenging decisions and a complex health care system year-round. And, so do their families.

Alight provides end-to-end health administration that engages your people every day. We believe it's important to understand more than just how your plans operate—going deeper to create simple, personal and connected experiences designed for you.

What's unique about Alight's solution?

A focus on your people. People compare their benefits experience to the experiences they have every day. How easy was it? Am I confident that I made the right decision? Did they anticipate my needs and answer questions I didn't know I had? We design our solutions and develop our talent with this in mind. We meet your people "where they are" and make it easy for them to connect:

- Mobile app with biometric authentication, push messaging/"my feed", enrollment support, and GPS-enabled doctor search.
- Comprehensive web portal that emphasizes your brand and culture and integrates your programs.
- Integrated guided decision support: Medical Expense Estimator to help people compare total out of pocket costs of plan options, provider search, and health plan comparisons.
- "Lisa", our intelligent assistant, uses the latest artificial intelligence tech to provide a 24/7 resource for your people. Participants interact using natural language (e.g., "I just had a baby—what changes can I make to my benefits?") and Lisa provides personalized content and guidance. Lisa has supported over 15M interactions, with 30% of these at night and on the weekend.

Health and compliance expertise. Our health leaders and compliance professionals ensure that we're out in front of regulatory developments. We provide an actionable point of view along with the administrative solutions to enable compliance. Our solution includes fully integrated COBRA administration as well as Affordable Care Act Support (hours tracking/full-time employee determination and Form 1095-C + IRS filings). Each year, we produce 6.8M Form 1095-Cs and perform 4,000 IRS filings.

Transparency in everything we do. You'll see what we see, with full access to administrative tools, call recordings, case management and data. The Employer Portal provides easy access to key tools and data:

- One-click access to insights regarding your plan and interactions with your people. View enrollment, demographics, and open enrollment results (e.g., plan migration). We present insights that can inform your strategy. For example, how are you trending on the number of employees who are covering dependents, and how does this compare to others in your industry?
- The Employer Portal helps you stay connected. You can easily view enrollment metrics (e.g., what percentage of the population has enrolled and through what channel) and review trends.
- Ad hoc reporting—access to all data elements on our system
- Access to pre-defined and scheduled reports
- Cloud-based requirements management solution that eliminates the hassle and risk of managing via Word documents and Excel spreadsheets by providing collaboration, version control/traceability and signoff all online. You'll always know where the most recent requirements are located.
- Web content editor—Self-publish messages and alerts, upload documents and imagery and target communications to specific populations—all in real time.

What's behind the scenes matters...a lot. Our proven, scaled operations ensure that people can access their benefits when they need to and that you are only paying carriers for those who have coverage. Fully-integrated solutions include:

- Comprehensive carrier eligibility and premium reporting. We utilize a self-bill approach, calculating premiums and ASO fees due to each carrier (directly tied to enrollment data)—ensuring you are only paying for individuals who should be covered at each plan.
- Direct billing that makes it easy for people to manage payments and allows for seamless coordination with payroll deductions (e.g., moving to and from unpaid leave). We bill over 630,000 people and process \$120M in payments each month.

Cost predictability. Low implementation cost and no change order fees except for M&A or updates to HCM/payroll and third-party interfaces.

Our delivery model at a glance

Alight's full-service model combines our industry-leading cloud-based H&W benefits administration software with a team of client-aligned experts. Here's a brief overview of our solution:

Populations, plans and enrollment events	Eligibility and reporting	Employer support	Maintenance, compliance and account management
Health, welfare and voluntary group benefits	Eligibility determination	Standard online reporting suite with 100+ reports	Disaster recovery and contingency planning
Actives; as well as retirees, unions, survivors, severance populations that follow active plan rules	Option availability and rate calculation	Build-your own, ad hoc reporting and scheduler capabilities	Rapid systems configuration and deployment
Surcharges, credits	Evidence of Insurability	Employer dashboards and view/edit transaction access	Monthly software upgrade releases
Open enrollment, newly eligible, life and work events	Automated HRIS and Payroll interfaces	Regulatory research	SOC certification
Leave of Absence enrollment	Automated carrier eligibility file interfaces live Day 1	Case management	Section 125 and HIPAA compliance
Email enrollment notifications	Resolution of carrier discrepancies	Document imaging	Healthcare reform compliance
	Premium reporting	Custom web content center	Implementation and Open Enrollment Project Management
	Annual W-2 Reporting	Training around self-service tools	Designated ongoing account manager and aligned operations team
	Standard 6055/56 data file	Variable access levels by HR administrator	

Alight Retiree Health Solutions

Historically, retiree benefits have been part of a group-based program, but as the marketplace for individual Medicare plans has grown, group plans for retirees are becoming less efficient for plan sponsors and are delivering less value to retirees. In a world of unsustainable healthcare costs, we've created a smarter way forward for employers and their people. The results are revolutionary: reduced employer costs, risk, and volatility, alongside greater plan choices, improved experience and reduced costs for individual participants.



The Retiree Health Exchange™ was the first retiree exchange to meet the National Council on Aging (NCOA) standards and continues to meet or exceed those rigorous standards of excellence in consumer education and health insurance brokerage services for people with Medicare.

Taking advantage of an efficient market

With Retiree Health Exchange, you can give your retirees an individual market solution that better supports their needs and yours. Driven by a competitive market of over 50 million Medicare beneficiaries, our private exchange delivers greater value and **significant savings for you and your retirees**. With the meaningful choices, personalized support, and industry-leading technology of our exchange behind them, your retirees can feel secure and confident about their coverage.

Alight continues to pioneer innovative solutions to address the challenges of employers and their employees. With a diverse portfolio of clients—including large and mid-market employers in both the public and private sectors—we're one of the world's leading experts in powering human capital. And we put that expertise to work for you and your entire workforce, driving an outstanding experience for employers and your retirees.

- PEIA will **reduce annual spend by 20-50%**
- PEIA retirees have the opportunity to **save annually >\$1,500**

Differentiate your retiree experience

While the transition to individual Medicare plans through an exchange will benefit your retirees, they need guidance along the way. Our advisors use the most advanced generation of decision-support technology to determine the best-fitting options for each individual's needs.

Exclusive to our exchange, this analytics engine gives plan recommendations based on a retiree's personalized health status and likely healthcare spending during the year. This results in best-fitting coverage recommendations that may not be the obvious first choice. What's more, by drawing on relevant data, our advisors can use this tool to give retirees a clearer estimate of their monthly expenditure beyond just premiums.

- **90%** of consumers make poor decisions choosing prescription drug plans¹
- **69%** of near-retirement employees will have a retirement income shortfall²
- **60%** of Medicare-aged retirees have two or more chronic conditions that require management³

Support doesn't end at enrollment. We provide simplified payments and guidance for retirees using Health Reimbursement Accounts. Assisting retirees along the way, our expert health advocates are here to help them navigate the healthcare landscape for the length of their coverage.

The Retiree Health Exchange offers a simple, trusted way for employers to guide retirees through the individual marketplace with expert one-on-one guidance and support.

Don't take our word for it... acknowledge the proof

Increase value, decrease costs

With Alight Retiree Health Solutions, the benefits are shared by both employers and their retirees. Using a proven solution, retirees can transition to the individual market while saving employers bottom-line dollars.

We have worked with over 100 organizations of all sizes to transition more than 600,000 employees to the Retiree Health Exchange and in the process reducing gross retiree medical spend 20 to 50 percent

While your organization realizes bottom-line savings and long-term liability reductions, your valued retirees often save, too. Working with dedicated benefits advisers, retirees can optimize their financial and health outcomes.

¹ National Bureau of Economic Research

² Aon's 2018 Real Deal Survey

³ Kaiser Family Foundation

4.2 Project Goals and Mandatory Requirements

Vendor should describe its approach and methodology to providing the service or solving the problem described by the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

4.2.1. Goals and Objectives

4.2.1.1. System Goals

PEIA would like a fully integrated, vendor hosted, secure, off-the-shelf system that should include the following system functions for members, retirees, employers, and internal PEIA users.

- *New member enrollment, open enrollment, special enrollment and processing of insurance coverage termination.*

Every enrollment opportunity is programmed as a unique event in our system. While the flow is similar, a new hire enrollment is different than a status change, or a qualified life event, or open enrollment. The system will differentiate the rules for each event and determine which benefits are offered and what is allowed to be changed. Employees can make changes as often as the plan rules allow. For one single enrollment opportunity, employees can make multiple changes as long as they are still within their enrollment window.

New employees will receive an email notifying them of their opportunity to enroll, or receive a paper enrollment worksheet. The employee will see only the benefits and pricing that apply to them, and they will have full access to all the decision support tools throughout their enrollment.

As soon as Alight receives a new status from PEIA on the HR file, the status will automatically be applied and any corresponding changes are made to the employee account. Benefit coverage is automatically terminated upon loss of eligibility. We'll apply PEIA's rules for coverage end dates. Upon receipt of the termination record from PEIA, Alight will:

- Provide COBRA notification as well as conversion information, if applicable
 - Send stop deductions to PEIA's payroll
 - Report the termination to PEIA's carriers
- *Centralized eligibility and enrollment module to maintain and apply Agency rules, view and maintain eligibility and enrollment data, and import/export eligibility and/or enrollment data as necessary to carriers and other entities.*
- Alight leverages our portal to provide personalized content and awareness for all of a client's plans and programs. Our portal can gather all point solution data and personalize the portal experience to each employee, prompting action with point solutions when recognized to be most helpful for an employee. Our portal allows tile placement of many solutions to allow an employee to learn about, view and access each point solution and personalize every moment, across any benefit, any channel, any time, enterprise-wide. Choose from a library of campaigns that focus on engaging individuals to act across a wide variety of topics.

Employee Experience: There are many elements with our enrollment experience to make it an easy intuitive process. We include decision-support tools and calculators throughout to help an employee make the right decision for their family. We also embed videos throughout the enrollment to help educate employees on concepts that might be new to them, such as what is an HSA plan and how do they use it. Throughout the enrollment we provide definitions for words or phrases that may not be clear to someone unfamiliar with benefits terminology, such as Evidence of Insurability (EOI). An employee just needs to hover their cursor over the phrase and a popup definition will appear.

Through Alight's reimagine enrollment experience, PEIA's employees will have decision-support tools embedded into the enrollment election. By using the data, we know about the participant such as age, salary, location, dependents covered and the PEIA plan designs. We calculate a medical expense estimation behind the scenes to provide a suggested plan option to the employee. Employees do not have to separately opt to use the decision-support tools, so they can find a suggested plan in a few easy steps. The participant still has access to view all the other options, review plan details and add more specific health information to get a more customized suggestion.

Lastly, access to Lisa (our Intelligent Virtual Assistant) is available to employees as well. We keep a reminder of Lisa's perpetual availability visible in the bottom right corner of every page and links to the customer care contact info throughout as employees navigate the system.

Response to Inquiries: Your client manager and benefits operations manager will work with your team in a manner that will promote direct efficient communication regarding outstanding issues, milestones, detailed monitoring, and training. They will meet with your team on a regular basis throughout the year to track open issues and projects/project planning. During implementation and the months leading up to open enrollment, meetings will occur at least weekly. Outside of these higher volume times, meetings may be less frequent but can always be adjusted based on current need.

Participant Enrollment: New hires and newly eligible are set up in the system when PEIA sends the new hire's employment data to Alight via the eligibility file. When the new record is processed, the system automatically performs several steps according to PEIA's configured rules:

- Assigns the employee to the correct eligibility group
- Determines the full list of benefits available to this employee, along with accurate premiums specific to this employee
- Enrolls the employee in any default coverage (e.g., basic life insurance)
- Activates an enrollment window
- Notifies the employee of their enrollment opportunity

The system may also be set up to send the employee a reminder prior to the end of their enrollment window. It should be noted that for employees who fail to enroll, the system also includes the ability to provide employees with a default level of coverage and/or automatically waive coverage.

Employees completing a qualified change in status are guided through the process on the website. Allowable changes will be identified during the requirements collection process, and your employees can only make changes to their benefits that are consistent with the qualified change in status according to plan rules. In addition, employees are encouraged to take additional action not related to health and welfare coverage such as updating beneficiary designations.

Your employees are automatically notified of an enrollment opportunity for any employment or location change that impacts benefits eligibility (e.g., employee changes from part-time to full-time). The same enrollment process is used for qualified change in status enrollments.

- *Importation of employer payroll and demographic files.*

The system supports a wide range of integrations with HRIS applications. The first integration point is via employee census data. This interface typically occurs weekly but can occur as often as several times in a week, or even daily in order to support PEIA's data requirements. Secondly, the system supports a SAML approach to single sign-on (SSO), thus allowing seamless web integration. Lastly, payroll file interfaces will be established with your HRIS payroll system to ensure benefit deductions are processed in the corresponding pay cycle. We work closely with you to thoroughly test the payroll deductions file to ensure accuracy and enable you to load data correctly. Should edits be necessary or concerns arise after the files are in place, we will work together to resolve any issues. We can also provide a full payroll file so a comparison can be done across all deductions if needed.

- *Centralized billing module to maintain current and historical premium rates, invoices, and payment records, calculate premium amounts, generate premium invoices, collect, apply, and reconcile invoice payments, and track open balances.*

Premium Reporting

Our reporting tool provides comprehensive premium reporting, including headcounts, premiums/administrative services only fees, expected employee contributions and adjustments retroactive up to 60 days. Data, which is extracted from our system into our reporting tool, is reported by total population, employee group (e.g., actives, retirees, COBRA) and up to three additional groupings. Month-to-month variance analysis is provided, allowing the user to see changes as a percentage or dollar amount at the plan and group levels. These reports provide a comprehensive picture of how health care costs are being allocated for each business group throughout the organization. In addition, the interactive nature of this product enables headcount and cost reporting by any variables defined.

In addition, you have flexibility to produce reports in a format that is most useful to you and with the ad hoc reporting functionality, users can examine the detailed data in a secure environment.

Direct Billing

Alight's H&W solution includes comprehensive direct billing support for employees on unpaid leave of absence, COBRA enrollees, and retirees/survivors. The functionality is integrated with the H&W solution and platform—there are no separate vendors or hand-offs that create risk. Each month, we direct bill over 630,000 participants and process \$120M in payments, enabled by automation, sophisticated controls, and audit trails.

Key highlights include:

- Automatically identify participants who require direct billing (e.g., move to unpaid LOA status)
- Personalized monthly bills and notifications (e.g., payment received)
- Comprehensive web support (e.g., view bills, payments, direct debit information, initiate/update ongoing direct debit and make one-time direct debit payments)

- Payment via recurring or one-time debit, check, bill pay service, or credit card
- Lock box management (via Citibank, account administered by Alight)
- Daily posting of payments
- Imaging of postmark on envelope for COBRA payments made by check
- Delinquency reminders and management
- Funds collected via direct billing are transferred via monthly ACH to an account designated by PEIA. Comprehensive reporting is provided (e.g., payment allocation report that identifies funds applicable for medical, dental, life insurance, etc.).

- *Reconciliation of outstanding invoices with incoming payments.*

Alight has created an optional service to relieve clients of many of the administrative responsibilities related to the reconciliation of carrier invoices and premium payments to the carrier. We work with carriers to resolve any discrepancies between the Alight-provided premium reports and the carrier's calculations, and we facilitate electronic payment of premiums and fees to carriers. You provide funding each month based on Alight's premium reports, and we provide payment instructions and reconcile the payments.

Alight has arranged a fund transfer process with a banking partner. Using a preferred banking partner for all our clients significantly reduces costs and enables excellent reconciliation processing. Alight collects banking information from health plans to be able to make payments via wire transfer or the Automated Clearing House.

The process for premium payment activities is as follows:

- Each month, based on your payment schedule, Alight produces premium reports and sends them to you and the health plans for verification.
- PEIA verifies the reports and instructs a transfer of funds to the bank. Alternatively, PEIA can provide Alight with authorization to initiate a drawdown of funds each month.
- Alight provides detailed payment instructions to the bank.
- The bank initiates payments to health plans and provides activity detail to Alight.
- Alight reconciles amounts instructed to amounts paid and resolves any discrepancies.

- *Management of coverage data.*

Our benefits administration system was designed to handle all of PEIA's current complexities—including all waiting period and eligibility differences, plan, and rate variations.

Eligibility rules are defined for each business unit and participant group variation. We have ongoing automated data integrity checks to ensure that participants are enrolled only in the expected plans and are receiving the expected rates based on the business unit and participant group, as defined in provisions. Also in place are data exception tracking mechanisms for any eligibility, coverage or premium overrides approved by PEIA and the business units.

The system determines dependent eligibility based on your plan rules. Dependents are stored on the system as individual people but can be assigned to coverage on a plan by plan basis. All dependent data required for eligibility is stored on the system, including dependent type. Dependents can also be designated beneficiaries for each individual plan, as applicable. Additionally, beneficiaries that are not dependents can be entered and designated separately by participants.

As configuration changes are made to eligibility or premiums, we use our automated testing tools to efficiently re-execute a large number of test cases in order to ensure all possible participant group scenarios are tested and then compare the actual results to recorded expected results verified during earlier manual tests. We also update the ongoing automated data integrity checks whenever provisions or premiums change.

- *Integrated customer relationship management to track and record participant, policyholder and employer service requests (**PEIA prefers an integrated solution, but if not integrated within the offered package, then the solution must integrate with PEIA's existing customer relationship management software**).*

Alight Assist is our cloud-based holistic case management system which allows Alight to quickly resolve customer issues. Assist is used across Alight and is fully integrated with our portal. Assist utilizes AI to detect intent and automatically routes the case to the appropriate resource. Assist has the unique capability of integrating with other case management or CRM systems. Cases can be opened by our plan sponsors and their participants online, allowing for full transparency with cases, updates and reporting.

- *Integrated document management (**PEIA prefers an integrated solution, but if not integrated within the offered package, then the solution must integrate with PEIA's existing Imaging system**).*

We support the automatic tracking of imaged documents using an IBM Content Manager database. The imaged documents are linked to both the employees and/or their dependents. Through the Manager Self-Service tool, HR Administrators and Alight client team members will be able to see and process imaged documents.

The imaging capability is designed to automatically capture and store images of paper forms and other documentation. When paper forms are mailed to employees, they include a cover sheet with a 2D barcode. Employees will fill out their form and use a toll-free number to send the cover sheet, form and any supporting documentation to us. Our system will automatically load imaged versions of all received documents and index them to the employee record. Once submitted by the employee and automatically indexed to the employee record, the images/documents are automatically available to our service delivery team for review and/or processing. They are also available within the Manager Self-Service tool. In other words, both Alight and client administrators will be able to view all documents associated to a given employee.

- *Functions to support all required interfaces, including, but not limited to, interfaces between:*
 - *Supporting third party products such as Microsoft Great Plains.*
 - *Employers.*
 - *Other related agencies (e.g., wvOASIS); and*
 - *TPAs.*

We have a relationship with virtually every major carrier in the marketplace. We have built interfaces and agreed to processes, procedures and communication practices with them to exchange data as seamlessly as possible on behalf of our clients. We work with each carrier to send eligibility and enrollment data in their preferred format and frequency to streamline the data load process and minimize errors.

Alight's Electronic Data Interface (EDI) Team is comprised of analysts trained in reviewing business requirements with corporate decision makers and transforming those requirements into technical specifications (such as what format to use and which standards to employ). The team is responsible for the analysis, construction and maintenance of the carrier files which includes adding a new carrier. Once a carrier is identified and defined, the team will connect with the carrier contact directly and work with the carrier and PEIA to document the account structure, then build and test the file before any live data is sent. The team will leverage any established interfaces with the carrier across our client base, to make the process as efficient as possible.

Once the EDI systems are operational, the analyst creates test cases. A test case is a sample EDI document such as a purchase order that the analyst transmits via the system to guarantee that everything is working properly. He or she will also test the EDI system to make sure that data is flowing between trading partners. We will perform multiple rounds of file testing with the new carrier prior to the live date for the carrier, including a round of full volume testing.

On a day-to-day basis, the analyst supports the system's operations, which includes identifying and solving any problems with sending or receiving transactions. Alight will continue to own the process once set up and all inbound and outbound files are reviewed for quality, trends are tracked and receipt and delivery are confirmed ongoing.

- *Robust role-based administrative and security controls for all types and levels of system users.*

Access to Alight's system and PEIA's data is maintained using a role-based model. A standard template has been created for each position in the human resources outsourcing business and specific job functions inherit access to a predefined set of specific information and services as required to operate within that job function. For example, a client manager for PEIA has a predefined set of authorities, as defined by a template, and receives only that level of access when hired or transferred into the team. Exceptional requests for access to information must be specifically approved by the data owner.

On a quarterly basis, a report is generated and sent to each data owner with a list of all colleagues who have access to the data. The list needs to be verified by the data owner to provide appropriate access.

There is also an immediate revocation process in place in case of termination or other required circumstances. Revocations are also automatically processed by status changes in the human resources system.

- *Workflow and Work Queue management*

Our solution provides an end-to-end delivery model that manages all inbound and outbound interactions, and systematically enforces all the appropriate workflows. When PEIA sends the HRIS file, the system processes the indicative employee data and automatically takes any required action according to configured rules. This includes actions such as increasing life insurance coverage and/or

premium amounts as the result of a salary increase, or opening applicable enrollment windows (for example, new hire, rehire, address change that results in different plan options).

After employees with an enrollment opportunity make their elections, the system includes those elections on the next scheduled carrier files and provides updated deductions on the next scheduled payroll file. Your ongoing delivery team is responsible for reviewing file results reports from each carrier and ensuring that any warnings or errors are resolved.

Here are several examples of workflows that we have incorporated in the system:

Enrollment workflow—The online enrollment application guides employees through the enrollment process with easy-to-follow instructions. For example, from the Benefit Summary screen that lists all benefits available to an employee, the employee can access a specific benefit individually. Within each benefit enrollment screen, all dependencies are built in, ensuring no false enrollments can be made. For example, the employee can't elect spouse life coverage unless they are also enrolled in voluntary employee life coverage, if that is a requirement of your plan rules.

Life event workflow—When an employee experiences a qualifying life event, they may enter that event via the benefits website. As part of this process, the system provides an opportunity to add any new dependents (for example, adding a new baby) and will inform the employee of PEIA's dependent policy as well as any documentation requirements. The final step is to prompt the employee to make benefit changes if applicable. Note that employees will only be permitted to make changes that are allowed according to the eligibility rules for the specific life event.

Life Insurance—Evidence of Insurability workflow—When an employee elects coverage in excess of the guarantee issue amount, the system automatically presents the EOI to the employee and simultaneously pends the excess coverage. The pending coverage is shown clearly in the system and on the confirmation statement. The outstanding EOI will appear on the "To Do" list for this employee until the carrier provides Alight with the underwriting decision via automated file interface. If the pended coverage amount is approved, the system is updated and the new deduction amount will be sent to PEIA on the next scheduled payroll file.

Workflows for HR administrators—The Employer Portal application provides administrators with a dashboard to quickly view key information such as enrollment numbers, and website traffic. The application also provides tools which give authorized users the ability to track new hires, enrollment, ongoing benefit changes, as well as employees with pending action items such as evidence of insurability approval for supplemental life coverage.

Furthermore, using this tool, PEIA 's administrators can access issue tracker records of employee questions and issues. This helpful functionality provides your management team with a clear view into the system and helps you to efficiently manage employee concerns.

- *Generation of Reports, Forms, and Letters, including ad-hoc reporting capabilities.*

Our programs use a variety of communication methods to help your employees make informed decisions. We will work with PEIA to identify the optimal mix of email, web-based and print communications, including the following:

- **Employee website**—Employees use the site to enroll and manage their benefits year-round. The site displays up to two years of benefit plan information, such as summary plan descriptions, side-by-side comparisons, and enrollment instructions. Website content helps to reduce paper-based communication costs and enables 100% employee self-service.
- **Electronic communications**—Our standard pricing includes the production of emails and/or text that may be posted on PEIA's intranet. These materials include enrollment reminders, enrollment instructions, and benefit teasers. In addition to electronic communications, we can email and/or print personalized enrollment materials and/or benefit confirmation statements for your participants. We will work with PEIA to select the optimal communication approach and incorporate it into the overall solution.
- **Automated email notifications**—We simplify employee communication by automatically sending a variety of messages, including confirmation statements, open enrollment announcements and reminders, and enrollment notices resulting from a life or employment event. Customized messages may be triggered by a date or an employment or life event and then sent to an employee's email address or to the message center located within the employee website. Notices may also be printed and sent via regular mail.
- **Printed notices and fulfillment**—If supplemental, printed materials are needed for employees, we can coordinate the production, printing, and distribution of all system-generated employee benefit enrollment materials. We can include additional, PEIA-provided materials for an additional fee.

Alight's comprehensive online reporting includes standard reports (which can be tailored) and ad hoc reports. The reporting engine has powerful data mining capabilities and options for data formatting and manipulation, including sorting and filtering, variable collating sequences, data rollups and drill downs, and data export to PDF, Excel, HTML and other industry-standard formats.

The integrated Employer Portal provides access to all reporting as well as an ad hoc reporting tool, comprehensive analytics dashboards, and standard reports.

Ad hoc reporting tool

Plan sponsors can easily drag and drop any data element to create an ad hoc reports within minutes. Key ad hoc reporting features include the following:

- **Data elements:** Use individually or in combination to create custom views of your data
- **Prebuilt or custom:** Use standard reports or build custom views
- **Drag and drop:** Apply any data element organized in folders to create custom views
- **Save:** Store custom views in various formats
- **Subscribe:** Send report output when and where you need it

Our prebuilt starter reports feature the following:

- **Activities:** Details on Alight's benefits administrative system events/activities processed on participant accounts
- **Contact information:** Email, phone, physical addresses

- **Basic participant information:** Name, birthdate, gender, marital status, and other basic HR data
- **Communications:** Details on which participant communications were sent from the administrative system, the date, and the event/activity information that triggered the communications
- **Employment status:** Active, terminated, disabled, leave, etc.

Health and Welfare reports

PEIA will have access to health and welfare reports, such as the following:

- Enrollment summary reports
- Enrollment detail reports
- Informational statistics
- HR/payroll data edits

In addition, we provide monthly financial reports for carrier self-billing, chargebacks, and direct billing and payments activity as noted below.

Premium reporting

- Self-billing invoices for clients to pay the carrier
- Carrier summary reports by plan and product
- Detailed carrier-level reports

Direct billings and payments

- Payments received
- Payment allocated
- Delinquency report
- Drop coverage report
- Refund report
- ACH refund report
- Transfer report
- Monthly reconciliation report

Comprehensive open enrollment results report

In addition to the daily open enrollment metrics, we provide detailed summary report at the end of enrollment:

- Election analysis and migration results across all plans
- Decision-support tool usage and migration results
- Total interactions and elections by channel (web, mobile)
- Top website pages used, average website duration, and insights gained through Google Analytics
- Total enrollment kits, Summary of Benefits and Coverage, and confirmations generated

- *Audit indicator capabilities such that a participant's account can be identified as to whether it has been audited, through what date, and by whom and that satisfies HIPAA Privacy and Security regulations.*

Alight's system includes audit indicator capabilities.

4.2.1.2. Enrollment Platform

PEIA would like a web-based enrollment platform offering participants and policyholders relevant and understandable information about healthcare and insurance options to enable them in making an informed decision through an easy to use, guided interface. Participant's medical history data (i.e., claims or prescription data) may be used to guide participants by comparing health and prescription coverage and costs.

The member portal should allow participants and employer benefit coordinators to view, at a minimum, the following information: employment history, demographics (e.g., name, physical address, e-mail address, marital status, etc.), imaged documents, health and life insurance elections, health and life insurance premium deductions, PCP elections, dependent information, ACH/banking information, balance of premium payments/deductions including missed payments, and reference documentation (e.g., WV Statutes, PEIA policies, SPDs, FAQs).

The portal should allow members or employer benefit coordinators to complete, at a minimum, the actions outlined below:

- *Enrollment and/or dis-enrollment in/from insurance elections*

Yes, there are many elements with our enrollment experience to make it an easy intuitive process. We include decision support tools and calculators throughout to help an employee make the right decision for their family. We also embed videos throughout the enrollment to help educate employees on concepts that might be new to them, such as what is an HSA plan and how do they use it. Throughout the enrollment we provide definitions for words or phrases that may not be clear to someone unfamiliar with benefits terminology, such as Evidence of Insurability (EOI). An employee just needs to hover their cursor over the phrase and a popup definition will appear.

Alight also offers a reimaged enrollment experience that embeds the decision support tools into the enrollment election. By using the data we know about the participant such as age, salary, location, dependents covered, and the PEIA plan design, we calculate a medical expense estimation behind the scenes to provide a suggested plan option to the employee. They don't have to separately opt to use the decision support tools so they can find a suggested plan in a few easy steps. The participant still has access to view all the other options, review plan details, and add more specific health information to get a more customized suggestion. Our experience so far has resulted in very positive feedback from participants on the ease of the enrollment process, and a significant increase in the number of participants making a change to their medical option based on the provided suggestion.

HR administrators may perform enrollment on behalf of employees via the Manager Self-Service tool. To perform this function, an administrator retrieves the participant record and clicks the Enroll Now button, which takes the administrator to the enrollment screens specific to that participant, ensuring the correct benefits and prices are presented.

HR Administrators perform these tasks using their individual user ID and password. The system's transaction log records all benefit transactions and notes the date, time, and type of transaction as well as the name of person who performed the transaction. It is important to note that only PEIA approved administrators have access to perform this enrollment. We utilize four access levels for the Manager Self-Service tools and will work with you to determine which level should be applied for each individual administrator.

- *Submit an application for retiree coverage*

Employees will retire directly with PEIA. Once Alight receives the retiree status, Alight will notify the employee that it is time to retire. Note that our solution includes support for “split family” administration related to the retiree medical plan. This allows for enrollment of Non-Medicare eligible family members in the PEIA plan (as Medicare eligible retirees are supported via the Alight Retiree Health Exchange). For example:

- If there is a Non-Medicare eligible retiree, they can enroll in “You only” or “You + Spouse” coverage (if spouse is non-Medicare eligible).
- If there is a Medicare eligible retiree and non-Medicare eligible spouse, they can select “Spouse Only” coverage.

For Medicare eligible retirees, we offer an omni-channel approach to supporting retirees through Alight's Retiree Health Solutions.

The majority of our enrollments are telephonic or electronic, and significantly less than 1% are done using a wet signature. We leverage the aligned Benefits Advisors to conduct the telephonic enrollment, this results in reduced hand offs and wait times for retirees.

Additional details on enrollment options have been provided below:

- **Telephonic with a Benefits Advisor.** For telephonic enrollments, all enrollment data is collected over the phone and then transmitted electronically to our carriers.
- **Telephonic enrollments are processed within our call center.** We do have capabilities to accept wet signatures, but this is done on an exception basis only and requires manager approval.
- **Telephonic with a Benefits Advisor.** While pre-Medicare-eligible retirees have access to telephonic support, most enroll online.
- **Web.** Retirees are able to enroll and use various decision support tools to help select a plan online.

Once an application has been completed, we monitor retirees until they are confirmed enrolled with the carrier. Retirees can track enrollment status updates through our website and via postcard confirmation. The insurance company will conclude the process by sending a full packet providing plan details and insurance cards.

- *Report a Qualifying Life event for insurance election changes*

Our standard life event process is to allow the employee to enter their life event via the participant website which is accessible from any device with internet access. During the process, employees may add dependents, if applicable. Note that the system can be set up to prompt the employee to acknowledge PEIA's dependent policy before allowing further action.

The system will automatically calculate whether the event affects benefit eligibility and will only permit the employee to make benefit changes based on preestablished rules. If benefit changes are permitted, the employee will be guided to the enrollment flow.

As an optional service, we can provide a formal dependent eligibility verification process for any dependent added to coverage whether through a new hire event, a life event or at open enrollment. We have a high-touch dependent verification solution that provides a seamless verification process for your employees.

- *Submit supporting documentation*

As an optional service, upon adding a dependent to coverage, employees will be notified that they are required to provide eligibility documentation for their newly added dependent(s) within a certain timeframe. Employees can submit documentation through mail, secure fax, or online document upload to the web portal. Before the deadline, employees who have not submitted the required documentation to verify their dependent(s) will periodically receive reminders in the form of a reminder letter, as well as outbound phone calls.

If documentation is not received within the specified timeframe, the dependent's coverage can be terminated with the carrier and their payroll deductions can be retroactively corrected. Alight's best practice is to accept the dependent's enrollment in order to provide the coverage to the carriers in a timely fashion and then verify the dependent within 45 days of the addition.

PEIA will make the ultimate decision regarding what documentation will be accepted as proof of eligibility for each dependent type. Alight will review PEIA's Summary Plan Document requirements, make recommendations based on the eligible dependent definitions, and ultimately accept any verification documentation that PEIA would like for us to accept as evidence of the relationship between the employee and dependent.

- *Modify demographics (e.g., name, physical address, e-mail address, marital status etc.)*

Using role-based access, PEIA can modify name, address, e-mail address, and marital status on an emergency basis. For any demographic change, we will want to ensure that the information has been updated in PEIA's system so the change flows correctly on the HRIS file.

- *Enter existing or future claim or prescription data*

Our reimagined enrollment process: We have redesigned enrollment from the ground up, with a focus on matching familiar consumer experiences. With a conversational approach, embedded guidance (e.g., modeling total out of pocket costs) and personalized plan suggestions based on each individual's needs, we are helping people make confident decisions. During open enrollment for this year, 61% of employees received a medical plan suggestion that was different from their current choice; 21% took the recommendation. In addition, we saw a significant increase in HSA and FSA

contributions. We validated that providing personalized guidance and a suggestion helps overcome inertia to stay put, when in fact an employee's needs may have changed.

- Specifically, the estimator calculates average costs for services (e.g., doctor office visit, inpatient cost per day) so the various plan design provisions (e.g., deductibles, coinsurance) can be applied. Costs are calculated on a unit cost basis, which are the average incurred costs for “like” services. Prescription drug unit costs are based on average brand and generic prescription costs provided by Pharmacy Benefit Managers for large Alight clients and reviewed annually. The national unit costs have a geographic adjustment to reflect local unit costs. The geographic adjustment is specific to ZIP code and varies by professional and facility expenses.
- The default utilization assumptions come from a series of “utilization profiles” for various age/gender/health status combinations. These profiles are created based on generally observed average utilization patterns from internal data sets (utilization rates per 1,000 across all enrollees for each service), and publicly available third-party data sources such as medical utilization tables from Mutual of Omaha, Milliman and Robertson, and the American Academy of Pediatrics guidelines for well visits and immunizations, etc.
- Participants can review and change to more closely fit their situation.

Medical Expense Estimator: Provides a holistic view of total out-of-pocket costs (the cost to purchase and the cost to use the plan) for each available medical option. The tool provides personalized modeling based on anticipated health care need and geographically adjusted average health care costs.

- *Designate beneficiaries*

Collection and maintenance of beneficiary data is an important element of our administration process. We support all types of dependent/beneficiary categories and offer a variety of ways for employees to update beneficiary information:

- Employees can add a beneficiary online during the enrollment process. As part of the system set up, PEIA may choose whether to require employees to enter beneficiaries during the enrollment process. If PEIA requires beneficiary elections, the employee will be required to complete the beneficiary designation form before proceeding to the next benefit in the enrollment flow. If beneficiaries are not required, employees can proceed to the next benefit.
- Employees can view beneficiaries and change their beneficiary designations at any time during the year using the website. The process of entering beneficiaries is streamlined because the system automatically includes the names of any dependents that have already been entered into the system.
- The system validates the designation before saving it, allowing us to make sure that required data is complete and that designation percentages total 100%. After the designation is saved, a Beneficiary Confirmation Statement is sent to the employee's home address for his or her records.
- We help HR administrators track missing beneficiaries via beneficiary reports. We add alerts to the site so when the employee logs in, they can see action is needed to designate a beneficiary.
- If paper forms are required, we direct employees back to PEIA for input into the system.

- *Provide Coordination of Benefits information (if covered by other insurance)*

As an optional service, Alight can provide coordination of benefits along with other navigation/concierge services through Alight's healthcare navigation solution. Alight's healthcare navigation solution provides your employees with integrated, high-touch concierge support. Our navigation solution eliminates the healthcare hassle and optimizes your network by guiding participants to high-quality, cost-effective care. Support is provided for an organization's entire benefits ecosystem (including medical, dental, vision, Rx, and ancillary benefits, like telemedicine, wellness, coaching and EAP). Examples include:

- Provider recommendations
- Cost estimates for visits and procedures
- Insurance benefit, clinical policy & coverage questions
- Open enrollment/plan selection analysis and assistance
- Prescription costs and review for generics/clinical alternatives
- Bill and claim review/resolution, including reviews for accuracy, claims corrections, coordination of benefits, appeals, etc.
- Administrative coordination of complex care
- Scheduling appointments and transferring medical records
- Connecting participants to relevant PEIA programs and resources

We welcome the opportunity to speak to you further on this solution.

- *Send and receive messages to/from PEIA staff or employer benefit coordinator*

Alight Assist is our cloud-based holistic case management system which allows Alight to quickly resolve customer issues. Assist is used across Alight and is fully integrated with our portal. Assist utilizes AI to detect intent and automatically routes the case to the appropriate resource. Assist has the unique capability of integrating with other case management or CRM systems. Cases can be opened by our plan sponsors and their participants online, allowing for full transparency with cases, updates and reporting.

- *Download forms*

Forms can be easily requested through our website. Requested form(s) are sent to a secure mailbox accessible through the site. The secure mailbox gives employees a place to receive important messages, forms and other personalized documentation about their benefits. When a document is placed in an employee's secure mailbox, an email alert is sent to the email address of choice so they do not need to wait for it to be mailed to their home. A vast majority of the transactions performed online are fully electronic and rarely require an employee to access a form or take action through paper (e.g. beneficiary designations). This expedites processing, minimizes errors and reduces processing costs. For transactions that need paper action, employees can print the administration forms. Forms are generally "signature-only" types of forms. "Signature-only" forms are designed so that employees can complete most or all of the information online, print, sign and mail.

- *Initiate an appeal*

If PEIA would like to do the appeals process, Alight can post the appeal form on the site and have directions for participants on how to submit an appeal. As an optional service, Alight can do the appeals process. The flow would be the following:

Level 1:

- Participant PEIA or emails to challenge a plan rule
- PEIA provides instructions to participant for printing and submitting the Claim Initiation Form on Alight's website
- Participant returns the form with a cover sheet and substantiating detail direction to Alight via: document upload on the website, fax, or postal mail to Alight's address
- Alight's Claims and Appeals Management team researches the claim using PEIA's provisions, web activity, pull notices, summary plan descriptions, etc. If the claim is based on a call interaction, PEIA would need to provide the call summary or call notes to Alight
- Alight makes the level 1 claim determination based on client-provided guidelines
- Alight sends determination letter via postal mail and requests account updates, if applicable

Level 2:

- Participant receives denial letter from Alight
- Participant appeals to PEIA's appeal committee by returning the form with a cover sheet and substantiating detail directly to Alight via document upload on the site, fax, or postal mail to Alight
- Alight compiles comprehensive research packet and sends to PEIA's appeal committee
- PEIA makes determination and mails letter to participant

- *E-sign designated documents*

Alight's solution provides the ability for employees to enter into agreements electronically (for example, purchasing supplemental insurance policy). By agreeing to the Terms and Conditions section of our site during their initial registration, employees acknowledge that their electronic submissions constitute their agreement and intent to be bound by such agreements.

Alight employs a robust authentication and security system that precludes access to user names and passwords, further protecting the integrity of all transactions entered by the employee.

- *Access links to insurance coverage providers*

Alight can provide links to any insurance coverage providers. Alight has implemented single sign-on capability with most clients, providing a seamless user experience by eliminating the need for reauthentication at partner sites. In many cases, users can access our portal from outside the office using a valid user ID and password.

We offer full integration with SAML 2.0 using PingFederate manager. Alight has established SSO connections with several of PEIA's providers such as: Securian, Delta Dental, MetLife Vision, ARAG Legal and PayFlex.

- *Submit communication and payment preferences and information*

The web portal will prompt participants to indicate their preference electronic or paper for receipt of communications. In addition, participants can provide preferred personal email and mobile phone numbers and opt in to receive text message alerts. Preferences can be changed at any time and can also be resolicited when certain events occur (e.g., a new retirement).

Employees can submit payments by check, may elect to have payments electronically debited from their bank accounts, or credit card (convenience charge will apply). We offer employees the convenience of scheduling a one-time direct debit/credit card, or establishing automatic monthly direct debit on the payment due date each month. Payments can also be received electronically from bill-payment services and online bank sites. Retirees have the additional option to have deductions withdrawn directly from their pension checks (if applicable).

- *Remit premium payments (for direct billed members)*

Alight's H&W solution includes comprehensive direct billing support for employees on unpaid leave of absence, COBRA enrollees, and retirees/survivors. The functionality is integrated with the H&W solution and platform—there are no separate vendors or hand-offs that create risk. Each month, we direct bill over 630,000 participants and process \$120M in payments, enabled by automation, sophisticated controls, and audit trails.

Key highlights include:

- Automatically identify participants who require direct billing (e.g. move to unpaid LOA status)
- Personalized monthly bills and notifications (e.g., payment received)
- Comprehensive web support (e.g., view bills, payments, direct debit information, initiate/update ongoing direct debit and make one-time direct debit payments)
- Payment via recurring or one-time debit, check, bill pay service, or credit card
- Lock box management (via Citibank, account administered by Alight)
- Daily posting of payments
- Imaging of postmark on envelope for COBRA payments made by check
- Delinquency reminders and management
- Funds collected via direct billing are transferred via monthly ACH to an account designated by PEIA. Comprehensive reporting is provided (e.g., payment allocation report that identifies funds applicable for medical, dental, life insurance, etc.).

- *Initiate insurance premium reimbursements*

Overpayments are applied to future payments. Any remaining funds are refunded when coverage ends.

We provide comprehensive reporting that provides visibility into the status of direct billing. This includes the following reports related to overdue payments:

- **Delinquency Report**—This report contains all persons with delinquent payments outstanding at the end of the billing period.
- **Drop Coverage Report**—This report contains all persons with delinquent payments outstanding at the end of the billing period whose coverage is eligible to be dropped.
- **Refund Report**—This weekly report contains all persons with refunds sent by paper checks processed during the reporting period.
- **ACH Refund Report**—This weekly report contains all persons with refunds sent by ACH processed during the reporting period.

Our process is configurable to meet your needs. During the requirements phase, Alight works with PEIA to define reinstatement procedures and, upon satisfaction of the agreed-upon requirements, coverage is restored and standard billing notices resume.

4.2.1.3. Employer Billing Platform

PEIA would like an employer billing platform that provides employers the ability to view, adjust and pay invoices. The Employer Billing Platform should allow employers to view at a minimum the following information: Invoices, Employer memos and announcements, Member benefit and PCP elections, Member demographic information, Member dependent information, Member premium deductions, Employer premium contributions, Current status of initiated transactions, ACH/ Banking information, Reference documentation (e.g., WV Statutes, PEIA policies, SPDs, FAQs)

The Employer Billing Platform should allow employers to complete at a minimum the actions outlined below:

- *Exchange and upload files of member data for reconciliation against premium billing (e.g., Payroll or Enrollment)*

Our solution for PEIA includes automated daily changes-only reporting of eligibility to your health insurance carriers. We can also support other frequencies (e.g., weekly) if needed. Eligibility files are produced directly from the Alight platform. We track each file and confirm processing with carriers via our Health Resource Website. We also review and resolve any edit reports that the carriers provide. Quarterly full files are also produced for each carrier and used by the carrier to perform an additional reconciliation check. Alight works with each carrier to confirm processing and research any discrepancies.

We also utilize a self-billing approach, calculating monthly premiums and ASO fees and providing to each carrier. Alight works with the carrier to reconcile any discrepancies. This process serves as an ongoing audit of data on the carrier system (e.g., if they do not correctly terminate an employee, that will kick-out during the monthly premium/ASO fee process).

Alight uses an interactive reporting environment to assist PEIA with your plan management needs. Our reporting environment provides comprehensive premium reporting, including headcounts, premiums/administrative services only fees, expected participant contributions, and adjustments retroactive up to 60 days. In addition, the premium reporting environment can support an Organizations Charge back report, as appropriate reporting codes and organizational information can be used to sort and filter allowing for ad hoc, individual organization reports.

As an optional service, our fully automated closed-loop payroll reporting can identify and resolve missed deductions. This requires reporting to Alight of actual deductions taken by payroll for each pay period. The Alight system then compares actual vs. expected deductions and calculates any adjustments required. Alight will track remaining “balances” until they are actually deducted. Closed-loop payroll is typically utilized by clients who have a significant number of occurrences where an employee’s pay does not fully cover their H&W deductions, for example due to variable hours or wage garnishment.

- *Report changes in employee employment status*

Changes in employee employment status are reported via the HRIS file. The system manages eligibility changes all year based on data (such as a change from part-time to full-time) sent on the eligibility/HRIS file. Once the updated HRIS file is received, the system determines whether the employee status change will require a change in benefits based on your eligibility rules. For example, an employee moving from part time to full time status may mean that the employee is now eligible to participate in the health plan and needs an enrollment opportunity. The system automatically opens the enrollment window based on rules configured for this specific eligibility change. The system may also be set up to automatically send an enrollment notification to the employee.

If the employee experiences a status change from the start of open enrollment through the end of the plan year, the system guides them through an easy process to make benefit elections for both plan years. As the employee moves through the enrollment process, the system presents the current plan year choices for a specific benefit first. After the employee chooses their plan for the current year, the system asks the employee if they want the same plan for next year or would like to make changes. With both current and future plan year choices complete, the system presents the next benefit.

Changes to enrollments are then communicated to the appropriate carriers and payroll systems with the correct information such as (plan, tiers, rates, and effective dates) on the next scheduled file transmission.

- *Recalculate an invoice*

For participants on direct billing and payments, the system will update an invoice automatically should a participant experience a change that affects a bill such as a status change, retirement, or cancellation of coverage. The new invoice will then show online and is also mailed to the participant.

- *Remit invoice payments or apply available credits to one or more invoices*

As an optional service, Alight has created processes to relieve clients of many of the administrative responsibilities surrounding the facilitation of premium payments to the carrier.

We work with carriers to resolve any discrepancies between the Alight provided premium reports and the carrier’s calculations and facilitate electronic payment of premiums and fees to carriers. Should there be any credits, Alight will apply that credit on the next invoice. PEIA provides funding each month based on Alight’s premium reports. We provide payment instructions and reconcile the payments.

Alight has arranged a fund transfer process with a banking partner. Using a preferred banking partner for all our clients significantly reduces costs and enables excellent reconciliation processing. Alight collects banking information from health plans to be able to make payment via wire transfer or Automated Clearing House.

The process for premium payment activities is as follows:

- Each month, based on your payment schedule, Alight produces premium reports and sends them to PEIA, as well as the health plans for verification.
 - PEIA verifies the reports and instructs a transfer of funds to the bank.
 - Alternatively, PEIA can provide Alight with the authorization to initiate a drawdown of funds each month.
 - Alight provides detailed payment instructions to the bank.
 - The bank initiates payments to health plans and provides activity detail to Alight.
 - Alight reconciles amounts instructed to amounts paid and resolves any discrepancies.
- *Export invoice data to OASIS to obtain an Internal Exchange Transaction ("IET")*
 Invoice data (premium and direct billing and payments) will be available via the Employer Portal for PEIA. Also, the ongoing team will send the reports monthly to PEIA.
 - *Import IET identification number and assign it to a particular invoice*
 Invoice data (premium and direct billing and payments) will be available via the Employer Portal for PEIA. Also, the ongoing team will send the reports monthly to PEIA.
 - *Access forms*
 Forms can be easily accessed through our website. Plan documents such as a Summary Plan Description and benefits guides can be available on the plan information page on the site. Requested form(s), such as coverage history notices, are sent to a secure mailbox accessible through the site. The secure mailbox gives employees a place to receive important messages, forms and other personalized documentation about their benefits. When a document is placed in an employee's secure mailbox, an email alert is sent to the email address of choice, so they do not need to wait for it to be mailed to their home. A vast majority of the transactions performed online are fully electronic and rarely require an employee to access a form or take action through paper (e.g., beneficiary designations). This expedites processing, minimizes errors and reduces processing costs. For transactions that need paper action, employees can print the administration forms. Forms are generally "signature-only" types of forms.
 - *Complete e-signing of certain documentation*
 Alight's solution provides the ability for employees to enter into agreements electronically (for example, purchasing supplemental insurance policy). By agreeing to the Terms and Conditions section of our site during their initial registration, employees acknowledge that their electronic submissions constitute their agreement and intent to be bound by such agreements.

Alight employs a robust authentication and security system that precludes access to usernames and passwords, further protecting the integrity of all transactions entered by the employee.

- *Generate and schedule reports*

Alight's comprehensive online reporting includes standard reports and ad hoc reports. The reporting engine has powerful data mining capabilities and options for data formatting and manipulation, including sorting and filtering, variable collating sequences, data rollups and drill downs, and data export to PDF, Excel, HTML and other industry-standard formats.

The integrated Employer Portal provides access to all reporting as well as an ad hoc reporting tool, comprehensive analytics dashboards, and standard reports.

Reports can be scheduled to run on a number of different user-defined criteria such as day of the week or day of the month. These reports are delivered to a "My Subscriptions" folder on the reporting website where they can be accessed by users.

- *Maintain payment and communication preferences*

The web portal will prompt participants to indicate their preference electronic or paper for receipt of communications. In addition, participants can provide preferred personal email and mobile phone numbers and opt in to receive text message alerts. Preferences can be changed at any time and can also be resolicited when certain events occur (e.g., a new retirement).

Employees can submit payments by check, may elect to have payments electronically debited from their bank accounts, or credit card (convenience charge will apply). We offer employees the convenience of scheduling a one-time direct debit/credit card, or establishing automatic monthly direct debit on the payment due date each month. Payments can also be received electronically from bill-payment services and online bank sites. Retirees have the additional option to have deductions withdrawn directly from their pension checks (if applicable).

4.2.1.4. Project Goals

In addition to the above-mentioned system objectives, the vendor should provide the following services:

- *Full implementation of the new solution (including as-built documentation of system design, database models, system configurations, and customizations).*

We use proven project management methodology and processes for planning and tracking implementation tasks. Your implementation team manages the process on your behalf and uses a detailed project plan to ensure that all resources stay on course.

At the start of the project, we will work with PEIA to establish expectations regarding both the implementation process and the project's outcome. This includes two key components: We will finalize a comprehensive Service Delivery Model that clearly illustrates the scope of the overall engagement and expectations for Alight, PEIA's benefit carriers, and PEIA in order to deliver the system on time. Once final, this document becomes an attachment to the contract and provides guidance for the implementation team on exactly which services are included in the project scope.

We will provide you a detailed implementation timeline that illustrates the interrelationships of the tasks related to a successful implementation.

We will align responsible team members with your personnel in a manner that will promote direct and efficient communication regarding milestones, detailed monitoring, and training. Escalation procedures will be put in place and followed, as necessary, to ensure the integrity of the plan's execution. As is our normal practice, implementation meetings will be planned, documented, and conducted according to the schedule we jointly affirm at the start of the project.

The initial meeting will involve the introduction of our team, who will start the implementation with an initial needs assessment. During the needs assessment, the team will cover the following critical items with the client:

- Introduce the team members and their roles
- Review the first draft of the Implementation Requirements including services to be provided, the role of the client, and the program change request process
- Review the client's benefit plans, business rules, carriers, and rates
- Discuss and agree upon the detailed Project Plan and major project milestones
- Review requirements for inbound and outbound data interface files
- Review data conversion requests and timing
- Define standard employee communication materials, roles, and requirements
- Review payroll reporting and premium billing requirements

Subsequent meetings will be devoted to completing any outstanding issues in Alight's Implementation Requirements and discussing the process workflow. The client will be expected to approve all documents (i.e., Implementation Requirements Document, website content, etc.) at this phase of the project. System configuration will begin once sign off has occurred.

During the next phase the team will generally address the following items:

- Workflow process including reporting of new hires, changes and terminations to Alight
- Delivery of final Implementation Requirements
- Configuration issues
- Client and administrator training discussion
- Review communication materials and responsibilities
- Follow up interface with carriers and other vendors

We will concurrently conduct meetings with the client's vendors and internal technology department to determine data interface requirements. During these meetings, we will address the following items:

- Medium for data transfer
- Review standard reporting requirements and frequency
- Format and frequency of data transfer
- Audit reports and procedures
- Problem resolution process
- System testing requirements

Upon completion of the system configuration, the testing process will begin. There are multiple levels of testing. Any processing or interface issues will be identified and resolved during this phase. The system will go-live only after all parties have validated the test results.

- *Any and all necessary software customizations to meet business and functionality requirements.*

Yes, all system updates will meet business and functionality requirements.

- *Support the execution of all processes required in accordance with legislation, governing board policies, etc.*

Alight ensures that you will have the most current information regarding federal legislative and regulatory developments that impact benefit plan administration. We go beyond “sharing the news,” providing an actionable point of view and administrative considerations, along with solutions to enable compliance. With every development we also evaluate the impact on your people, anticipating questions and support needed.

As an example, we are focused on providing support to our clients and their people during the COVID-19 pandemic and the impact job actions have had on eligibility. This includes frequent updates on developments and rapid implementation of system and process changes (e.g., extension of HIPAA special enrollment and COBRA deadlines). We’re also hosting quick-hit webinars and a one-stop-shop for the latest information. Please visit [Alight.com](https://alight.com) to view our: Rapid Response Toolkit and the COVID-19 Updates for Employers. Alight worked with clients to help bridge eligibility and credit hours for employees who were on furloughs and may otherwise not have enough service to continue being eligible.

The Alight team consists of attorneys and compliance professionals focused on health and retirement plan compliance. In addition, we have a dedicated Health Practice Leadership group, consisting of senior consultants and analysts. This group works closely with our attorneys to evaluate and address the administrative impacts of regulatory changes and ensure teams are prepared to support their clients. And, we are on the ground in Washington, D.C. providing commentary and testimony on proposed regulations and advocating for our clients and their people.

Our cloud requirements management solution and common code base allows for rapid evaluation and implementation of system changes, automatically pushing out updates for review by teams and clients and preventing a situation in which a client does not have the latest regulatory provisions in place.

- *Thorough testing and quality assurance of the entire solution.*

Quality assurance is at the forefront of everything we do at Alight. We measure all benefit transactions and activities against agreed-upon service standards, which include guarantees for system availability, issue resolution and file processing. All benefit transactions and calls are monitored electronically to ensure the highest standard of service.

Our system includes audit points and validations to ensure accurate data entry. For example, the system does not permit an employee to cover dependents who may be ineligible for a particular benefit. Other audit points prevent employees from electing an employee-plus-one coverage tier without selecting at least one dependent.

In addition to audit points utilized during the enrollment process, each feed we submit to insurance carriers on your behalf is validated, and any discrepancies are noted and corrected. Additional validation processes compare data between the insurance carrier and our system, including your entire benefit-eligible population's enrollment elections and employees who may have waived coverage. Given that our account team are daily users of our system, a continuous quality assurance process is integrated throughout our administration of your solution.

Testing is a key component of the implementation process, and we take it seriously. We understand that data drives everything, from eligibility determination to website personalization and carrier enrollments. The protocols and processes we have established through working with more than 700 health and welfare clients ensure that data moves quickly and efficiently while maintaining accuracy.

Our approach to testing establishes everything in the production environment and then creates a copy in one of our test environments. As issues are identified, updates are made directly to production and the test area is refreshed. This allows us to make the best use of our clients' time during acceptance testing.

We have a dedicated quality assurance environment and a dedicated training environment. Our quality assurance team utilizes the testing environment to thoroughly test all system applications prior to their release for each client. The dedicated training environment is utilized to train HR administrators on the system and to allow our clients to preview both the employee website and the benefits administration components before they are made available in the production environment.

Quality assurance team testing process

- **Requirements analysis**—The quality assurance team conducts a review of both the business and functional requirements.
- **Test plan**—A test strategy is developed to verify that the business and functional requirements are being met. This process includes testing system-generated file interfaces (not mock-ups) for both inbound and outbound file processing.
- **Test cases**—Detailed test cases are developed to execute the test plan. We utilize a combination of standard and PEIA- specific test cases and ensure every unique eligibility group or workflow undergoes end-to-end testing.
- **Traceability matrix**—These grids map requirements to the test cases and are used to verify test coverage and test scope. The matrix is also used to determine how modifications to the requirement impact the test cases.
- **Test execution (unit and system testing)**—The quality assurance team executes the case and compares expected results to actual results. Any differences are recorded as change requests in a defect tracking tool utilized by the development team. Updates are made to configuration as needed to correct the issues, and the test cases are executed again until we achieve the expected results.
- **User (Aight) acceptance testing**—After the application is approved, the quality assurance team and Aight business users review the application to determine whether the system meets business, functional, and usability requirements. This is our opportunity to kick the tires and try to break the system. Members of PEIA's implementation and ongoing teams, who are experienced with the day-to-day issues impacting plan administration, are involved in this testing and assist in defining unique test cases, where applicable.

- **Client acceptance testing**—Following Alight’s implementation and system setup, but prior to the start of ongoing services (and each year’s open enrollment), Alight provides clients with the opportunity to engage in an acceptance testing process using mutually agreed-upon procedures. The acceptance testing process will provide PEIA with the opportunity to verify that Alight’ setup of the platform properly reflects the terms of PEIA’s plans and that the provided services are satisfactory. Alight will address any nonconformity, errors, or necessary changes promptly after they are identified b PEIA. We can make the updates in real time and refresh the testing environment throughout the day, so PEIA will have the opportunity to engage in an acceptance testing process to verify the corrections. Once PEIA has concluded its acceptance testing, PEIA will advise Alight of its acceptance of the solution.
- **Production release**—Once all testing has been completed, the application is migrated to the production environment, where Alight team members verify that the system is functioning as expected.

Our thorough testing identifies and resolves any processing or interface issues. Data audits, testing processes, and controls for receiving and producing enrollment/demographic files to/from the employer/carriers/vendors are integrated throughout all stages of the Alight solution. The system goes live only after all parties have validated the test results.

- *Ongoing software support for the new system during the implementation and during the warranty period as provided herein.*

The implementation manager has overall responsibility for delivering a successful, on-time implementation. He or she will work closely with PEIA to ensure we are capturing your requirements effectively and our system setup is progressing as expected. Your implementation manager will work with you to ensure we are properly setting expectations for the necessary PEIA resources, as well. This resource is responsible for providing you regular progress updates and proactively analyzing any potential areas of risk and identify and communicate mitigation plans. Once implementation is complete, and PEIA is fully operational, the implementation manager transitions from the core team and becomes an as-needed resource, particularly helpful during re-enrollment planning.

Post implementation, your client manager will continue to be responsible for the ongoing relationship. Team members will manage your special requests, handle escalated issues, manage your employee communications campaign, and work to ensure your 100% satisfaction with our system and services. Your HR staff will continue to interface with the client manager regarding day-to-day benefits administration issues

- *Experienced-based expertise and consultation to the Agency SMEs on topics such as suggested changes in communications, business rules, policies and practices.*

Alight has over 16,000 colleagues who serve clients in various capacities amongst our breadth of technologies and digital services. PEIA will have the following key roles on their Alight service team:

Strategic Account Executive (SAE): Assumes ultimate accountability for each client relationship at the senior level, covering all consulting and outsourcing projects. PEIA’s SAE will devote his or her time to understanding your business philosophy and HR strategy. The SAE has experience in the HR professional consulting services industry, a broad content knowledge across health, retirement and HR operations, and experience managing complex client relationships.

Client manager: Responsible for the overall quality of benefits delivery and is the main contact point for the client from the start of implementation through day-to-day support post-implementation. The client manager is also responsible for client satisfaction, health care consulting, requirements creation and maintenance, and integration with the system development team. The client manager has project management experience, including managing multifaceted projects and teams, benefits administration and client consulting experience, regulatory, compliance, and legislative knowledge for health services, and understanding of benefits outsourcing technology systems and application platform.

- *Training for system users (including employers), and administrators (but not participants or retirees) — not only in application navigation and the use of screens and windows, but also in the use of the new solution to perform all their various job functions, processes, and sub-processes in the new environment.*

Alight delivery teams will provide detailed information and instruction to educate your HR staff prior to enrollment and ongoing throughout the year. Additionally, supplemental training is available as convenient on-demand recorded sessions, through the Manager Self Service application, to all administrative users. On-demand training sessions are approximately 45 minutes long and can be taken as often as needed.

There is no additional charge for instruction and training.

The Alight training provides the following resources:

- Detailed reference manuals
- On-demand sessions available 24 hours per day
- Supplemental information and instruction provided by Alight delivery teams
- Lists of frequently asked questions about Alight's system training program

Three types of established training sessions are available to your HR team:

- **Administrator Portal Training**—Recommended for new HR members and managers that will use the Manager Self Service application. This session features an overview of the Manager Self Service application and how this powerful tool can be used to manage benefit offerings for your entire employee population.
- **Reports Training**—This class offers an overview of our manager self-service reporting tools and provides detailed reviews of new reports as they become available. These sessions are valuable for new users and a good refresher for existing users.
- **New Features in the Next Release**—For existing system users, this session focuses specifically on new functionality as it becomes available with system enhancements.
- **Ad hoc Training**—Additional instruction and training can be provided by the Alight delivery team as needed. Teams will work with clients during implementation and ongoing administration to determine when additional training on specific topics is needed and the best way to deliver the training to the intended audience.

- *Agency-specific manuals and documentation for system users (including employers) and administrators, and developers; in addition to all baseline functionality, all such documentation must reflect the customized, as-built status of the solution; standard documentation reflecting only the Vendor's un-customized base solution will not be accepted.*

Alight's solution will contain reference manuals that may be accessed at any time. They can be reviewed online or downloaded and printed. They include Reports Reference Guide and Manager Self-Service Reference Guide. Additional technical documentation that we provide to clients includes our standard file interfaces and the associated documentation on the file process. This typically covers the technical requirements on the client side. All other configuration and ongoing support documentation are maintained within our core system databases and is internally focused and managed. We would be happy to review and discuss our technical infrastructure and any other related questions you may have if we are selected to continue in this process with PEIA.

4.2.1.5. Functional Requirements Confirmation

PEIA has documented in Appendix 1 the relevant functional requirements that a vendor's proposed benefits administration system should be able to accomplish. The Vendor should confirm which of the requirements that vendor's proposed system will accomplish and which it will not. Confirmation should be provided with Vendor's technical proposal submission.

Note: This attachment contains trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

Please refer to ***Exhibit 01 – Alight Functional Requirements*** on requirements which the proposed system cannot accomplish.

4.2.1.6. Implementation

PEIA will rely on the Vendor to determine the most time- and cost-efficient method of implementing the system into the Agency's environment and staff operations. The Vendor should describe its overall approach to implementation in the Implementation Plan and provide a copy of the Implementation Plan as part of the Vendor's Technical Proposal. The Implementation Plan should reduce risk, minimize bridging with legacy systems, minimize the need to keep legacy databases synchronized with new Project databases, and minimize the time required to implement. The Vendor should develop a strategy for providing the necessary staff to ensure that the optimal level of implementation support is available. Meetings with PEIA staff will be scheduled in a manner that does not impact the Agency's operations.

The Implementation Plan should describe, at a minimum, the following:

- *A list of objective criteria from which PEIA will determine the sequence of implementation.*
- *The Work Plan of installation activities, relating to system issues, data conversion, training, and testing of all software (including third-party software, if applicable).*
- *Implementation preparation tasks in detail, readiness to migrate the required data, security preparation, staff training, personnel assignments, and level of resources required for each area.*

Note: This attachment contains trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

Please refer to **Exhibit 02 – Alight Sample Project Schedule and Milestones**.

For additional details on the implementation approach, refer to section 4.2.1.4.

4.2.1.7. Testing

The Vendor should describe its testing regiment. PEIA prefers that Vendors utilize a rigorous testing methodology throughout the course of the project. Each module that is delivered to the Agency should be tested on converted or simulated data prior to being certified for release by the Vendor's test team. The Agency should receive written proof of certification for any release prior to being released to the Agency for its own user acceptance testing. At a minimum, the Vendor should perform the following types of testing during development prior to certification noted above and during the project on updates to the System:

- *Unit*
- *System*
- *Stress (volume)*
- *Security / Penetration*
- *Load*
- *Regression*

We take advantage of a centralized Benefits IT staff for the general analysis and implementation of all system upgrades and enhancements. All system development projects follow the process outlined below:

- **Requirements**—Business analysts discover client and internal needs via interviews, determine appropriate system features to cover those needs, and model the user interactions in use cases.
- **User Experience Modeling**—Creative design specialists model the user experience and create mockups based on the requirements.
- **Requirements Review and Baseline**—Documented requirements are reviewed and agreed upon by all interested stakeholders. Recognizing that requirements cannot be frozen throughout a project life-cycle, a baseline is created based upon this initial review. Further changes to requirements are subject to change control procedures.
- **Integrated System Design**—Cross functional features are explored, and a common approach at implementing those features is agreed upon and documented.
- **Detailed Design**—Each functional area involved in the project produces a specification for the software to be produced or modified.
- **Development**—Each functional area involved in the project develops the software according to specifications.

- **Unit Testing**—Each functional area involved in the project develops exercises to review the code level logical flows of the newly developed software.
- **Functional Testing**—As a whole, the combined parts of the project are tested against requirements, and any detected defects are resolved.
- **Deployment Materials**—Implementation tooling support production of instructional materials are produced for implementation teams to accept new system features, if needed.
- **Mock Client/Alpha Testing**—Significant new features and/or high-risk enhancements are implemented in a low-risk mock client environment and any previously undetected defects in the software or deployment materials are resolved.
- **Beta Testing**—Significant new features and/or high-risk enhancements are implemented by a small subset of client implementation teams who work closely with the project development team on the delivery.
- **Prerelease Client Team Regression Testing**—New code is released to client teams in a staging environment to enable them to perform multiple levels of regression testing using existing client provisions. Regression testing is monitored across clients, making sure that all clients are tested and any issues are resolved prior to deployment.
 - The business maintains comprehensive test plans to ensure full regression testing of all key system functionality prior to each release
 - Enhancements specific test plans are also created with each release to cover new functionality being introduced with that release.
 - Clients are selected for testing to ensure a wide variety of setup, size and complexity. Typically, 50+ clients are required to complete full regression testing while many others voluntarily complete testing
 - A release kickoff call is held with all testers to go over scope, client alignment, new functionality and reporting processes.
 - Testing status and defects are tracked daily and reported business leadership daily
 - Issue are quickly prioritized, resolved and redeployed for retesting during the client team regression testing window
 - Team managers must signoff for each client in their team that testing is complete, and no open issues remain. This is also validated by our release manager using the daily reported metrics and maestro ticket data
 - Once testing is fully complete, business leaders meet to make a go, no go decision
 - Once release is a go, a release signoff document must be completed by the business owner and technical owner

On the day of release, IT uses verification clients to verify all applications are functioning as expected post release. In addition, client teams are aligned to log in and verify application functionality for their respective clients and provide signoff.

The Agency plans to conduct its own user acceptance testing on the system, in whole and in part, following certification noted above from the Vendor. The Vendor should prepare a Testing Plan and include a copy in the Vendor's technical proposal and provide the Agency with the test cases or scenarios used in the completed vendor testing.

The Vendor should be able to and plan to test certain processes in parallel, or parallel equivalent, with the legacy system.

Note: This attachment contains trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

Please refer to ***Exhibit 03 - Alight Sample Test Plan*** included with this proposal.

4.2.1.8. Training

The Vendor should train the Agency staff at six (6) different levels:

- *Participant/Retiree users*
- *Employer Benefit Coordinator users*
- *Regular users*
- *Power users*
- *Business Administrator*
- *Technical Administrator*

The Vendor should prepare a Training Plan to be included in the technical proposal. All Training Deliverables should be developed in a highly collaborative process with the Agency to provide high quality products that meet the stated needs. The Vendor should prepare a Training Plan for training the Agency personnel and employers. All training should be role-based, modular and scalable in design. The Vendor should conduct train-the-trainer training for the Agency, while the Agency will be responsible for training its remaining staff, external stakeholders, and others who may use the System to perform daily and periodic job functions. The Vendor should provide on-line "getting started" or help videos to distribute to the Enrollment and Billing portal users.

The Vendor should ensure that all procedures, training environment hardware and software configurations, classroom setup requirements, etc. reflect the most current information for the Agency training.

The business user training curricula and materials should cover, at a minimum, the following topics:

- *System Overview including system benefits; data inputs, data outputs, and reports produced; major business functions; and User Manual contents and usage.*
- *System Usage including entering data and data validation; data correction and user help features; menu and System function navigation; problem recovery; report contents, report generation; search and inquiry features; and record update procedures.*

- *System Configuration including updating, adding or terminating business and calculation rules and rates; and*
- *System Operation including seeking technical help (Application and equipment assistance); all course instructors' and students' classroom materials (e.g., manuals, handouts, etc.)*

Please refer to our response in Section 4.2.1.4. All training sessions are recorded and can be watched as frequently as you would like. PEIA's aligned Client Manager will be available to provide additional assistance on using the employee portal, web enrollment and benefits administration tools.

4.2.1.9. Implementation Approach

The Agency will not dictate an implementation methodology for the Vendor. However, it is strongly preferred that the Vendor apply an iterative agile or agile hybrid approach. This method will provide the Agency project team members with access to early versions of the system for collaborative design and verification testing. The Vendor must describe its implementation methodology, such as how it defines and uses an iterative agile or agile hybrid approach.

Note: This response contains trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

Our overall goal for the implementation process is to develop a total system (recordkeeping, data consolidation, interfaces, web, and administrative procedures and documentation) that meets PEIA's needs and objectives. We believe the discipline, attention to detail, and documentation resulting from this process are essential elements for an accurate conversion and timely, ongoing processing.

The implementation process is centered on common project management methodology. Our project management approach, the System Development Lifecycle, is adapted from the Rational Unified Process; an industry recognized software engineering process that matches Capability Maturity Model requirements (both at the project and organizational levels). We break down implementation projects into three phases and nine supporting processes (referred to as Disciplines), which are depicted in the graphic below.

The organization of the SDLC can be summarized in this two-dimensional diagram. The horizontal axis, made up of **phases**, shows the progress of the project over time. The vertical axis, made up of **disciplines**, organizes

process steps by related units and defines the activities, resources, and artifacts necessary to move the development to the next stage. In simple terms, the horizontal dimension helps the team determine **what** gets done **when** during the project life cycle. The vertical dimension helps teams determine **who** does the work and **how** the work gets done.

Disciplines	Phases		
	Project Definition	Construction	Transition
Requirements			
Analysis			
Configuration			
Testing			
Deployment			
Environment			
Project Management			
Change Control			
Change Order Support			

Our project management approach incorporates an iterative model to each phase of the implementation. Each iteration cycles through the following activities:

- Initiate
- Plan
- Execute
- Control
- Close

Project governance—We facilitate an integrated approach to project management ensuring all Alight, client and third-party stakeholders are held accountable to deliverables, status reporting, risk management and scope control. Transparency throughout the implementation process exposes deliverables, open issues, and risks, and helps to integrate clients and third parties as partners.

Iterative planning—Project planning is an iterative process that occurs throughout the entire project, not just at the beginning. First, high-level milestones are established. Each control account manager establishes the scope of activities they are responsible for during the implementation using a work breakdown structure and work authorization documents. Second, milestones for iterations within the current phase are established. Finally, detailed planning at the iteration level occurs. Toward the end of each iteration, detailed planning begins for the next iteration. This approach provides the discipline required to keep the entire project on track and under control while providing the necessary flexibility to confront risks, handle scope changes, and reprioritize work based on change requests as we move through the project.

Focus on quality and metrics—During an implementation and throughout ongoing projects, performance is formally assessed through metrics on quality and milestone management. Milestones provide natural points for our customers to review progress, partner with the implementation team to identify and mitigate risks, and assess the overall quality of the implementation. Mutual goals (between your organization and the implementation team) and targets for key implementation metrics are established at the beginning of the project. Measurements are tracked and reported throughout the implementation project providing important data to make course corrections, assess quality, and to identify process improvement opportunities.

System tools—We have developed a robust suite of tools and processes that supports our project management implementation and enables us to run an efficient and successful project. These tools assist with maintaining quality throughout the implementation and with any plan design changes or system modifications that are needed.

Live date readiness—Approximately four to six weeks prior to live date, governance reviews will include status of live date readiness activities. This ensures that all stakeholders have clear visibility on all aspects of our delivery and can help support any defined change management activities.

This repeatable and rigorous planning and management process, complete with supporting tools and documentation, capitalizes on Alight's 25+ years of benefits recordkeeping and outsourcing experience and knowledge, to balance the competing demands of Scope, Time, Cost, Risk and Quality.

4.2.1.10. On-going Hosting and Support Services

The Vendor must provide the following on-going annual and support services after the implementation of the system and warranty periods:

- *Annual vendor hosting services (including routine upgrades to all hardware and related IT infrastructure, installation of operating system and security patches, HIPAA security compliance, full encrypted application and database backups nightly, defends against data loss, fraud, ransomware and critical system failures, disaster recovery services).*

In general, we deploy new releases of our software monthly with major releases twice a year. We manage all software release upgrades and coordinate any impact with PEIA. When new capabilities are introduced, we offer feature training and detailed release notes, as well as work with PEIA to determine if and how they will utilize the functionality. Enhancements are offered at no additional cost when applied across our entire client base. We continue to invest in our key solutions, our leading-edge customer experience and end-user channels.

- *Support Services to implement additional functional requirements, interfaces or reporting as requested by the Agency.*

PEIA will have ongoing support from the client manager. The client manager is your main point of contact for benefits delivery. The client manager prepares and conducts ongoing client status meetings, manages special projects such as open enrollment, and leverages in-depth client understanding to anticipate and address PEIA's needs.

- *Support Ticket Consulting Services to analyze and resolve support tickets entered by the Agency and categorized as low to critical.*

The ongoing client manager and aligned team will be available to help support.

- *Training services to supplement implementation training or train new Agency staff or other entities.*

Alight delivery teams will provide detailed information and instruction to educate your HR staff prior to enrollment and ongoing throughout the year. Additionally, supplemental training is available as convenient on-demand recorded sessions, through the Manager Self Service application, to all administrative users. On-demand training sessions are approximately 45 minutes long and can be taken as often as needed. The client manager and team are also available for any additional training.

4.2.2. Mandatory Project Requirements

The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

4.2.2.1. System Requirements

The following system functionality must be included in your solution:

- *New member enrollment, open enrollment, special enrollment, and processing of insurance coverage termination.*

Please refer to our response in section 4.2.1.1.

- *Centralized eligibility and enrollment module to maintain and apply Agency rules, view and maintain eligibility and enrollment data, and import/export eligibility and/or enrollment data as necessary to carriers and other entities.*

Please refer to our response in section 4.2.1.1.

- *Centralized billing module to maintain current and historical premium rates, invoices, and payment records, calculate premium amounts, generate premium invoices, collect, apply, and reconcile invoice payments, and track open balances.*

Please refer to our response in section 4.2.1.1.

- *Functions to support all required interfaces with supporting internal systems and external parties.*

We have extensive experience building carrier interfaces. Our interface application enables our system to be compatible with any carrier/vendor and any employer's HRIS/payroll system. The ability to re-use existing interfaces without modification varies by carrier and by their associated products. The interface discovery process during implementation will reveal the degree of interface modification necessary for PEIA.

- *Generation of Reports, Forms, and Letters, including ad-hoc reporting capabilities.*

Please refer to our response in section 4.2.1.1.

4.2.2.2. Project Implementation Requirements

The Vendor must provide the following services as a part of their contract:

- *Full implementation of the new solution (including as-built documentation of system design, database models, system configurations, and customizations).*

Please refer to our response in section 4.2.1.4.

- *Any and all necessary software customizations to meet business and functionality requirements.*

Please refer to our response in section 4.2.1.4.

- *Support the execution of all processes required in accordance with legislation, governing board policies, etc.*

Please refer to our response in section 4.2.1.4.

- *Thorough testing and quality assurance of the entire solution.*

Please refer to our response in section 4.2.1.4.

- *A warranty that starts with the rollout of the first functional capability and concludes, at a minimum, 12 months after the rollout of the final capability.*

As a cloud-based solution, warranties are not applicable.

- *Ongoing software support for the new system during the implementation and during the warranty period as provided herein.*

- *PEIA will have ongoing support from the client manager and ongoing team. Training for system users (including employers), and administrators (but not participants or retirees).*

Please refer to our response in section 4.2.1.4.

- *Agency-specific manuals and documentation for system users (including employers), administrators, and developers.*

Please refer to our response in section 4.2.1.4.

4.2.2.3. Security and Privacy Requirements

The following security requirements must be included in your solution:

- *Security and Audit capabilities that satisfy 2(c)(15) of the National Institute of Standards and Technology (NIST) Act and HIPAA EDI, Privacy and Security regulations as well as HITECH's Safe Harbor Provision.*

Alight meets the security and audit capabilities.

- *Controlled, role-based access and functionality.*

Alight utilizes Secure Authentication for Endpoints to control four different security access roles and permissions. The lowest level provides read only access and restricts the user's ability to see certain data fields such as the employee's salary information. The highest level is designed for top-level administrators (super-users) and allows them to view salary, make changes to employee information, enroll on behalf of an employee, and perform many other system functions, including the ability to control which authorized users have edit and read only access. Additionally, access to the Manager Self-Service tool can be limited to employees within specific pay sites, divisions, departments, locations, job classes, or other divisions based on eligibility structure, ensuring that PEIA administrators are only able to see those populations for which they provide support.

- *Full data audit trail including what, who, when (system timestamp) sufficient to satisfy HIPAA Privacy and Security regulations.*

The Manager Self-Service tool features a detailed transaction history that provides a real-time audit trail of all updates made to participants' records during the time Alight provides administrative services for PEIA. Each transaction is logged with a transaction ID number, date and time stamp when the transaction was entered, description of the transaction, impacted plan name (if applicable), effective date of the change, and who made the change (employee, specific authorized HR or Alight user, or system). The log may be viewed online by HR Administrators and is used by the service delivery team when account history and research is needed. A transaction report may also be generated using the reporting tool in Manager Self-Service.

- *Password management capabilities that encompass NIST password guidelines and best practices.*

Alight manages a system of individual accountability through the use of unique and individual user IDs/passwords.

Alight has an Access Control Mechanisms Standard in place that provides the requirements for the proper authentication necessary to access Alight information assets. Additionally, the Standard outlines how Alight limits access to authorized users only and prevents unauthorized access to information systems via authentication and password controls. Alight's access management is based on the principles of "least privilege" and "need to know".

User identification and authentication is typically accomplished through unique user accounts and associated passwords, although multi-factor authentication is implemented where appropriate. Alight standards specifically address minimum acceptable password length, complexity, and expiration requirements. User accounts are required to be unique; credential sharing is not permitted.

Alight's Password and Authentication Standard requires:

- Passwords for user accounts must be a minimum of eight (8) characters long.
- Passwords must contain at least three (3) of the following four (4) complexity rules:
 - Upper case alphabets
 - Lower case alphabets
 - Numbers
 - Symbols
- Passwords must be changed no longer than every 13 weeks (91 days).
- A user must not use a previously used password for a period of twelve (12) months.

- *Database encryption at rest and encrypted remote connection channels.*

Alight's strategic approach to providing encryption at rest is to use storage-based whole disk encryption for all new implementations of the service. Alight enforces whole disk encryption implemented on laptops and mobile devices. Encryption is provided for all data stored on our SAN, by the SAN hardware itself. Alight uses NetApp for our SAN hardware. Whenever data is written to disk, it is written and saved in encrypted format. AES 256-bit encryption is the method used. Hardware-level encryption provides superior performance to Software-level encryption, such as at the database software\database memory layer.

Data is encrypted, wherever possible, in transit outside the secure data center zone. Industry recognized protocols and ciphers will be selected, and the most secure supportable levels used.

All Traffic is encrypted based on Alight standards using standard encryption algorithms:

- Storage encryption (AES-256)
 - HTTPS/TLS for Web applications
 - SFTP (FTP over SSH) and FTPS (FTP over SSL) for file transfer
 - PGP for file level encryption in interfaces
- *All client data must be stored in the contiguous 48 United States.*

Data storage is in the contiguous 48 United States.

4.2.2.4. Required Deliverables

The vendor must provide the Implementation Plan and Schedule as agreed upon by both parties at the beginning of the project. The Implementation Plan and Schedule must have its own deliverable expectation document (DED), which is itself a deliverable. The Agency shall have the right as described in the contract to review and test, as applicable, the deliverable.

The Agency must have a minimum of eight (8) full business days to review the Implementation Plan and Schedule or updates to the document that require acceptance. The Agency will be granted extensions if the Vendor submits documents that the Agency deems as particularly lengthy.

Note: This attachment contains trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

Please refer to ***Exhibit 02 – Alight Sample Project Schedule and Milestones.***

4.2.2.5. Data Conversion and Migration

The Vendor must include the migration of necessary legacy data into the Vendor's benefits administration system database as part of this project. The data conversion will be a major collaborative effort between all parties; it is therefore important that the Vendor account for this critical sub- project in the Implementation Plan and allocate sufficient hours for this activity. The Vendor will work with the Agency to develop a data conversion strategy and plan to manage the data conversion activities. In addition, the Vendor will be responsible for participating in analysis of the legacy data to develop data maps for the new system and working with the Agency to migrate the legacy data to the target system and test the converted data.

During the conversion process, experienced resources will be responsible for managing data conversion procedures. Our general conversion process begins with helping the client determine the disposition of the historical documentation.

We will identify:

- What documentation we need for the ongoing work
- Which formats are available (electronic or other)
- How we will need to access information

We do not take all historical plan documentation or files from clients. We will only import and load the information required for us to perform the work required. We will also work with the current recordkeeper to collect the necessary data required to complete activities for all events in transition. For example, we convert health and welfare coverage data (e.g. medical option and life insurance coverage amount) and any dependent indicative data.

We maintain a historical record of all customer data electronically for the life of our engagement beginning with the conversion. There may be historical plan data not required for the day to day administration of the Plan that we may store electronically outside of our recordkeeping system. We will also work with the

client to determine if any historical, non-electronic data (such as paper forms) needs to be retained and how.

Alight prefers a standard file format such as Excel (but other delimited formats are also accepted) for the loading of dependent, election, and beneficiary information. Some of the key data items on the conversion file must include:

- Employee ID
- Benefit Plan Code, Coverage Tier, Employee and Employer Costs, and Coverage Effective Date
- Dependent First and Last Name, Relationship Code, Dependent Date of Birth, and Disabled Indicator

Additional critical data fields would be discussed during the conversion requirements meeting at the time of implementation.

4.2.2.6. Agency Policies

The Vendor agrees to adhere to all Agency standards, policies, and procedures while on-site at the Agency and in all work performed with and for the Agency. Any exceptions to this statement must be cleared, in writing, by the Agency. The signed Business Associate Agreement ("BAA") will supersede any of the vendor's existing policies and practices.

Not applicable. There will be no Alight staff performing onsite at the Agency.

4.2.2.7

Vendor must sign the attached Data Management Addendum (Appendix 3) and the HIPAA Business Associate Addendum (Appendix 4) prior to contract award.

Alight has its own standard Data Protection Agreement that it enters into with all of its clients that focuses on security and privacy, and serves the same purpose as the Data Management Addendum included with the RFP package. Alight requests that the State of West Virginia consider using Alight's template as Alight's security policies and practices do not and cannot deviate from client to client given the nature of our services. While Alight's clients typically have no objections to this, if the State of West Virginia does not agree, Alight reserves the right to provide additional mark-ups to the Data Management Addendum provided as part of the RFP package during negotiations such that it aligns to Alight's privacy and security policies, which are consistent with the applicable requirements under the law. Alight has also provided a copy of our standard form BAA to meet a proposal requirement and we ask the State of West Virginia to consider use of this instead of the BAA included as part of the RFP package. However, if the State of West Virginia is unable to do so, Alight will sign the BAA provided with the RFP package based on the requested exceptions provided with the RFP, which we will negotiate with the State of West Virginia in good faith.

Note: These attachments contain trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

Please refer to ***Exhibit 04 - Alight Data Protection Agreement, Exhibit 05 - Alight BAA, and Exhibit 06 – Alight Bid Exceptions.***

4.3. Qualifications and Experience

4.3.1. Qualification and Experience Information

4.3.1.1. Describe fully your organization's corporate or other business entity structure, including the state of incorporation or formation and list any controlling stockholders, officers, directors, general partners, members, managers, etc.

Alight Solutions is a publicly traded company, listed on NYSE under the ticker symbol ALIT. Names and titles of our principal officers are outlined below:

- Chief Executive Officer, Stephan Scholl
- President, Chief Commercial Officer, Cathinka Wahlstrom
- Chief Financial Officer, Katie Rooney
- President, Global Solutions & Services, Colin Brennan
- Chief Customer Experience Officer, Cesar Jelvez
- Chief Product & Technology Officer, Greg Goff
- General Counsel, Paulette Dodson
- Chief HR Officer, Michael Rogers
- Chief Operations Officer, Ed Auriemma
- Chief Strategy Officer, Dinesh Tulsiani

The Company's board of directors can be found here: <https://investor.alight.com/governance/board-of-directors/default.aspx>.

The state of incorporation is Illinois.

4.3.1.2. Attach an organizational chart showing principal officers, directors, general partners, members, managers and staff members who will be associated with providing services related to this RFP.

Note: This attachment contains trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

Please refer to **Exhibit 07 – Alight Team Org Chart**.

4.3.1.3. What year was your organization established? Is your organization a subsidiary or affiliate of another organization?

Alight was established in June 2017, after a divestiture from Aon Corporation of their benefits administration, HR business process outsourcing, and related consumer experience businesses. Alight builds on its 25+ years of HR expertise gained from the history of our legacy organizations, Aon and Hewitt Associates. Alight has an aggressive M&A approach and continues to strategically grow services and reach through acquisition.

4.3.1.4. Describe any acquisitions and/or mergers or other material developments (e.g., changes in ownership, key personnel, etc.) pending now or that occurred in the past five (5) years with your organization. Disclose any potential mergers or acquisitions that have been recently discussed by senior officials and could potentially take place within three (3) years after the Contract starts.

In January 2021, Alight [announced](#) plans to merge with Foley Trasimene Acquisition Corp., a publicly traded special purpose acquisition company (SPAC). At the close of this transaction in July 2021, Alight [became](#) a public company, trading under the ticker “ALIT.”

In May 2017, Aon sold its core benefits outsourcing and consumer experience businesses to a group of investors led by The Blackstone Group, L.P. These businesses are now operated by Alight Solutions, formerly known as Hewitt Associates, LLC. Alight has an aggressive M&A approach and continually looks for ways to grow our capabilities and confirm our commitment to clients. Additional historical transactions include:

- **October 2021.** Alight acquired the Aon Retiree Health Exchange to further expand our ability to serve employees throughout their entire employment lifecycle—from hire, to and through retirement. The addition allows us to continue to expand our full range of integrated, highly personalized wellbeing solutions with the addition of dedicated, licensed benefit advisors, that use advanced decision-support technology to help retirees narrow down their choices to find the best option to meet their individual needs.
- **August 2021.** Alight acquired Consumer Medical to supplement our healthcare navigation services with clinical nurse support, Choice Health to offer enrollment into Medicare Advantage directly to eligible retirees, and Alight Retiree Health Solutions to support Medicare retirees.
- **September 2020.** Alight acquired Choice Health, a fully integrated consumer acquisition platform specializing in the high-growth, Medicare Advantage marketplace that enhances our healthcare capabilities.
- **November 2019.** Alight acquired NGA Human Resources, provider of HR and payroll services for multinational enterprise clients which adds global payroll and SAP cloud capabilities.
- **July 2019.** Alight acquired Hodges-Mace, provider of employee benefits technology, communications and customer enrollment services that enhances our health and voluntary benefit capabilities.
- **March 2019.** Alight acquired Appirio, provider of system implementation, consulting and application management services that adds advisory capabilities in EMEA and APAC.
- **December 2018.** Alight acquired Carlson Management Consulting, provider of system implementation and optimization services to help clients transform financial processes and migrate operations to the cloud. Further expands our HCM capabilities to include Workday Adaptive Planning.
- **July 2018.** Alight enters into a strategic partnership with Wipro Limited, a company that specializes in information technology consulting and business process services. Wipro's expertise in automation, machine learning and data analytics allows Alight to provide innovative, technology-forward solutions to its clients.
- **July 2018.** Alight acquires Compass Professional Health Services, Healthcare navigation platform that provides advocacy services and enhances our various healthcare navigation offerings.

- **February 2018.** Alight Solutions acquires Future Knowledge, HR advisory company based in Australia and New Zealand that expands our cloud and Workday deployment capabilities in APAC.

Alight Solutions is always seeking new strategic opportunities to add to our legacy and better serve our customers around the world.

4.3.1.5. List any relevant websites for your organization and its offerings.

Please refer to our website at www.alight.com for more information.

4.3.1.6. Indicate the size of your organization's book of business.

Number of participants	Number of Clients in your organization's Book of Business
0-10,000	430
10,001 to 100,000	270
Over 100,000	83

Please note these numbers only denote our Health Administration clients.

4.3.1.7. Provide detailed and specific information regarding all situations where your organization has been investigated, cited, or threatened with a citation or disciplinary action, by any state or federal regulatory agency within the last five (5) calendar years. Provide a detailed description of any litigation. The response must include all such situations including the date such action was initiated and how the matter was resolved.

Alight Solutions has not been cited, reprimanded or penalized by any regulatory agency within the past seven years for the services we provide.

4.3.1.7.1. Has your organization been subject to any litigation alleging breach of contract, fraud, breach of fiduciary duty, or other willful or negligent misconduct? If so, provide details including dates and outcomes.

As might be expected, an organization of this size and complexity has a range of pending claims and litigation in the ordinary course of its business. Although the ultimate outcome of all such matters cannot be ascertained, it is the position of the Company that the disposition or ultimate determination of such claims will not have a material effect on the financial position of the organization nor impact our ability to perform services.

We also receive both formal and informal inquiries from government agencies related to our clients, their employees, our vendors and our own employees and business. We can confirm that the Company is not aware of any administrative complaint or investigation, including any governmental inquiry, subpoena, audit or investigation relating to our client services that would impact our ability to perform services.

4.3.1.7.2. Provide certification that your organization has not been in bankruptcy and/or receivership within the last five (5) calendar years.

Alight Solutions has not been cited, reprimanded or penalized by any regulatory agency within the past seven years for the services we provide.

4.3.1.8. Provide a statement as to the extent to which your organization can perform the proposed Services using only present staff and computer equipment/ software/ technology, and the extent to which additional resources will be needed and how that will be addressed.

Alight is a consultative health and welfare benefits administration provider. We take the time to truly understand your specific challenges and needs. We leverage our experience administrating health care for more than 14 million employees and their dependents, but we solve specifically for you.

Our core business is benefits administration. From designing the very first flex plan over 30 years ago to pioneering today's cutting-edge, consumer-driven health plans, we have a long track record of innovation and industry firsts...and the best is yet to come.

Our comprehensive human capital and technology health solutions make it easy to increase employee engagement and retention and improve productivity while lowering costs at the same time. At a high level, our delivery services include:

- Enrollment:
 - Personalized benefits eligibility based on PEIA's plan rules
 - New hire, open and change in status enrollments (supported via website)
 - Elections, dependent information, beneficiary designations and evidence of insurability
- Eligibility and premium reporting to carriers
- Decision-support tools
- Direct billings and payments
- COBRA administration
- HIPAA administration
- ACA Support

Change-enabling technology

The robust platform powering our outsourced health and welfare administration enables innovative health care strategies, promotes employee self-management and facilitates third-party interactions.

As health care becomes more complicated, it is important to let employees know they can access the best information. Our online tools—from health plan comparison charts and provider searches to health savings account estimators—help employees get the right information to make the best and most cost-effective health care decisions.

Because health care is a highly personal decision, we concentrate on providing high-touch solutions where participants need them most.

Alight offers several optional services to provide PEIA with a unique and comprehensive delivery solution.

- **COBRA Administration**—Supporting more than 140 clients, COBRA services are fully integrated into the Alight system. The system identifies qualifying events, produces COBRA notices, enrolls qualified beneficiaries, tracks COBRA coverage periods, bills qualified beneficiaries and terminates coverage for nonpayment.
- **Smart-Choice Accounts®**—Provides administration services for health savings accounts, health care and dependent care spending accounts, health reimbursement arrangements, retiree health care accounts and other types of accounts. These services are seamlessly integrated into your benefits program and supported by our team of expert advisors. A debit card can be used at participating locations for “cash-free” health care transactions.
- **Healthcare Navigation**—With access to robust care management software and interactive communications, Advocates effectively engage with your employees to resolve access, claims and other health issues efficiently and recommend appropriate wellness initiatives. The result is a more productive workforce, maximized utilization of benefit programs and reduced burden and cost on your HR department.
- **Claims and Appeals Management Services**—Researches and provides a written determination based on client guidelines for Level I benefit claims. Alight provides PEIA with background and documentation for Level II appeals decisions.
- **Dependent Audit Services**—Employees’ dependents can be responsible for up to 70% of your health care costs, yet in extreme cases as many as 15% of those dependents may be ineligible because of age, marital status or failure to qualify as a legal dependent. The dependent audit strategy is tailored for PEIA’s unique situation and objectives and considers plan design, communication, target populations, appeals and ongoing administrative procedures.
- **Carrier Premium Payments**—We authorize fund transfers from PEIA’s accounts to vendors for plans administered on the Alight system.
- **Qualified Medical Child Support Orders**—Alight can provide PEIA a standardized, streamlined process that efficiently facilitates the review and administration of Qualified Medical Child Support Orders. Our experienced staff reviews these orders and other related documents such as National Medical Support Notices in accordance with the strict regulations and client-specific plan requirements. We work with state agencies and plan administrators to enforce medical child support obligations resulting from divorce. We communicate with all parties involved (participants, custodial parents, state agencies and attorneys) and give benefits enrollment direction to the benefits administrator, either internal or a third-party administrator.
- **Consumer Experience Consulting**—While our content editor functionality easily allows Alight or PEIA as the plan sponsor to change out or add new content near-time, our consumer experience consultants are adept at analyzing participant behaviors and can help design an editorial calendar to keep content fresh, relevant and visually engaging year-round. In addition to helping craft traditional benefits messaging, our team can engage participants year-round. For example, during the performance cycle, they can help push messaging encouraging additional contributions to the HSA and/or 401(k) as well as tout benefits of wellness campaigns, flu shots and tobacco cessation programs.

4.3.1.9. Submit information regarding your organization's past contract performance. Include specific detailed information regarding the following:

4.3.1.9.1. All situations where your organization has defaulted on a contract.

Alight's agreements with its clients are confidential so we are unable to specifically comment. With that in mind, clients who have terminated have typically done as a result of ongoing business changes, for example being acquired by another organization.

4.3.1.9.2. All litigation involving your organization regarding contracts.

Alight is party to a variety of legal proceedings that arise in the normal course of our business. While the results of these legal proceedings cannot be predicted with certainty, we believe that the final outcome of these proceedings will not have a material adverse effect, individually or in the aggregate, on our results of operations or financial condition.

4.3.1.9.3. All situations where a contract has been canceled or where a contract was not renewed due to alleged fault on the part of your organization.

Alight's reputation is built on our track record of success. Our clients know they can depend on our leadership, reputation, capabilities and strong relationships, which give clients real value in the face of increasingly complex human capital management challenges. This is why our largest clients have worked with us for at least five years and our annual retention rate over the past three years exceeds 97%.

Client losses are typically driven by corporate change (merger, acquisition, dissolution), consolidation of service providers and competitive bid situations. Although rare, additional reasons include a shift in a client's human resources approach or renewals lost in a competitive bid process where client focus is solely price and not value.

4.3.1.10. Describe in detail the computer and data processing facilities your organization currently uses (owned or otherwise used) and would make available. Include a description of any mainframe, network structures, vendor hosted or cloud solutions that you will use for providing the Services.

Note: This response contains trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

Alight has implemented high availability data centers. Alight maintains all data, applications and transaction processing for US based participants within its US-based data centers. Our data centers currently service our more than 425 benefits administration clients and our 36 HR administration clients totaling more than 22 million participants. The data centers leverage storage replication technologies coupled with advanced virtual server recovery technologies allowing rapid and comprehensive recovery from a Business Continuity Incident that impacts availability of the primary data centers for Alight's systems and applications. The data centers serve as the primary hosting and network hub location for client rehosted, employee and manager self-service, and Alight internal applications.

Alight utilized both physical and cloud data centers ensuring high availability and security throughout our platform and application architectures. High availability and fault tolerance is implemented in: Power Systems, Network, Internet, Cooling, Intrusion and Physical Security, Operational Monitoring, Smoke/Fire Detection. Alight has no intention of leaving the US. The Alight Solutions platform has a component-based architecture that enables secure end-user access to an ASP-hosted benefits management system. As a Web-based solution, users access the system via a standard Web browser such as Chrome, Microsoft Edge or Mozilla Firefox. The solution is extensible to wireless and pervasive computing devices as well.

The solution is built on an n-tier physical and logical model in which the user interface, application, enterprise database and messaging components can be scaled vertically or horizontally utilizing application and database clustering technologies. Alight Solutions has segregated the application into various system components that service the user interface, authentication, application processing, database, messaging, interface, reporting and administrative processes.

The following identifies the technologies used to address the specific components within the platform:

- **User Interface**—the application leverages the latest responsive web design technologies including HTML5 and CSS3 to deliver visually engaging, modern and standards-based experiences.
- **Authentication**—user authentication is provided via a HIPAA-compliant interface enabled with encrypted authentication schemes. The authentication layer also supports interfacing to LDAP compliant directory services for Single Sign-On (SSO).
- **Application**—the application layer is implemented on an industry leading Java Application Server (WebLogic™). The application servers are clustered and have platform-agnostic deployment capability.
- **Database**—the data is structured in an enterprise-level relational database model that incorporates a data schema specifically tailored to manage employer benefits and interactions with carriers in a secure environment. The solution implements military-grade at-rest encryption and database mirroring to support availability and scaling requirements. The CBA solution currently utilizes Microsoft's SQL Server Enterprise Edition as the enterprise database and persistent store for all information.
- **Messaging**—intra-subsystem interactions are managed by REST, SOAP and EJB messaging components leveraging standards-compliant Java libraries.
- **Reporting**—Tableau™, an enterprise reporting and data-mining application is integrated into the platform to provide flexible and comprehensive-reporting capabilities via a browser-based application. The tool also supports data-mining, business analytics and user-created ad hoc reports.
- **Interface**—interactions with employers and carriers are enabled via webMethods™ an industry standard, HIPAA-compliant data conversation or Enterprise Application Integration (EAI) platform that provides data standardization, transformation, formatting, publishing and subscription capabilities. webMethods™ also provides adapters for leading HRIS systems including PeopleSoft, Lawson, Ceridian and others. Alight Solutions utilizes webMethods™ to facilitate the timely, accurate and secure transmission of data between the employer, Alight Solutions and carriers based on standard file formats including those prescribed by HIPAA regulations and more.

System Components

One of the strengths of the Alight Solutions solution is the component-based, object-oriented model on which it is built. In order to compliment the n-tier technical deployment of the solution, the platform has been segmented into a number of components, each of which addresses specific system requirements:

Outward-Facing Applications

- **Secure Authentication for Endpoints**—The Alight Solutions security model views each system component independently and SAFE provides security and authentication for all platform applications. SAFE has a corresponding administrative feature that is managed internally by Alight Solutions.
- **Our Portal**—The Employee Portal is the primary point of interface for employee users of the system. The portal displays an employee's personal benefit plans and rates based on an employer's set of eligibility rules. Employees use the site to view benefit information, enroll in benefits and access benefit selections. Employers may customize the site with their logo, plan information and other employee communications. The Employee Portal may include hyperlinks to carriers for additional product information.
- **Manager Self-Service**—The manager self-service tools allows HR professionals to manage employee benefit transactions in a fraction of the time it would take to complete the same tasks with a paper-based enrollment. HR administrators use these tools to access employee demographic and benefit enrollment information, manage dependents, perform surrogate enrollments and review listings of employer action items. The tools also include a package of enrollment, transaction and billing reports that are created using the Tableau reporting application. An enhanced reporting option is also available in which authorized users can create their own reports from templates developed by Alight Solutions.

Implementation Components—Used Internally by Alight Solutions

- **Portal Design Manager**—The Portal Design Manager is a tool that enables a non-technical user to quickly and easily create, administer and publish content to the Employee Portal Web site. Data loaded in the Portal Design Manager may include benefit information, plan composition, or employer-specific content. The Portal Design Manager has the ability to filter or enhance content based on an employee's specific eligibility or demographic information. The highly-flexible interface also allows extensively customizable employer-specific theming.
- **Rapid Implementation**—The Rapid Implementation tool allows a non-technical user to set-up clients, plans, rates and rules used during the enrollment process. The tool facilitates the loading of eligibility rules, plan designs and benefit plan rates. This application enables Alight Solutions to rapidly implement new employers, usually within 120 to 150 days, and facilitate carrier and plan changes in the system.
- **Decision Support Tools**—This experience-enhancing component extends the customized benefit plan recommendation functionality. As a user steps through online enrollment on the portal they may be presented with the option to compare plans based on their unique usage and predicted requirements. This tool offers a simple and intuitive comparison ability to help guide participants to the best choice for them.
- **Document Distribution and Messaging**—This document-output application generates and distributes notifications to the Employee Portal's secure inbox, employee email address and postal mail based on specified rules and events. The Document Distribution and Messaging integrates with

the employee portal and web enrollment to automatically send a variety of communications to employees such as enrollment notifications, benefit confirmation notices, password reset notifications, employee benefits summary, explanation of benefits, and enrollment reminders and can be customized to meet a broad range of other benefits-related messaging.

4.3.1.11. What additional computer or other resources would your organization need to acquire in order to provide the Services, if any?

Not applicable.

4.3.1.12. Provide a copy of your organization's standard agreement concerning employee confidentiality and intellectual property rights. Does the Vendor agree that all work products developed by them as part of the Services described in this RFP (e.g., all written reports, drafts, presentations, data, and meeting materials, etc.) shall become the property of the Agency?

All data, information or materials (in whatever form or media) that are owned by PEIA or licensed by third parties to PEIA and are provided to Alight by PEIA under this engagement will be kept confidential by Alight, subject to the terms of the mutually agreed services agreement.

Alight provides its services through its proprietary methods and systems. Alight will retain ownership of the intellectual property inherent in its methods and systems, including the delivery model, the requirements document, the benefits web site, Alight software and Alight practices, tools, techniques and know-how, whether pre-existing or developed during this engagement. Of course, PEIA will retain ownership of its own data and information (participant data, plan provisions, trademarks, etc.) and will be granted a license to use Alight intellectual property (including any software licensed to Alight by third parties) for the term of the agreement so as to enjoy the services.

4.3.1.13. Confirm that all employees who will work on the Agency's project will have signed your organization's confidentiality and intellectual property right agreement.

Confirmed.

4.3.1.14. Describe and provide examples of the training your organization's employees have received concerning handling of a client's confidential information and protected health information.

Alight's Code of Business Conduct represents our principles and our shared values, setting standards for how we work with each other, our clients and our business partners. The policy can be accessed by all colleagues on our intranet site. Before initial log-in, each desktop displays a reminder of information security and privacy requirements.

Upon hire, and annually thereafter, colleagues are required to complete a computer-based training session (reinforcing policies on data privacy and our Code of Conduct). Managers are responsible for making sure their colleagues complete this training and are notified via auto-generated email from the LMS when colleagues are out of compliance.

Alight also cascades key security messages to colleagues periodically through regular postings on our corporate intranet site, focused Security Awareness Month programs and direct talking points cascaded from senior leaders.

Alight maintains a comprehensive data privacy and security program that implements appropriate physical, technical and administrative safeguards required under the HIPAA/HITECH regulations. Alight conducts regular risk assessments and has its own HIPAA policies and procedures which all Alight colleagues are required to abide by. Further, Alight has appropriate system controls in place to limit access to client data to those with a business need-to-know. All Alight colleagues who have access (or are likely to have access) to PHI are required to complete annual HIPAA training, along with other data privacy and security training. Through our requirements document process, we further enable clients to specify how Alight will assist clients in complying with HIPAA's individual rights provisions.

If colleagues have questions and do not know with whom to speak, they are advised to contact our Ethics Helpline or Compliance.

4.3.1.15. Do your organizational privacy and security policies meet the Administrative Safeguards provisions of the HIPAA Security Rule (for reference: <https://www.hhs.gov/hipaa/for-professionals/security/laws-regulations/index.html>)? Provide copies of your policies.

Yes. We will be happy to share a copy of our HIPAA Security Policy once a non-disclosure agreement (NDA) is in place between Alight and State Of West Virginia (PEIA). We are happy to execute the NDA at any point during our discussions.

4.3.1.16. Provide a copy of the organization's privacy policies and a copy of the organization's Breach Response Plan. Have you received external or independent certification regarding your HIPAA compliance?

Please refer to <https://alight.com/privacy> to review Alight's privacy policy statement. Our privacy policies and procedures are available to clients upon request during audits.

Alight does not hold any nationally recognized HIPAA certification (i.e., HITRUST or FedRAMP). However, as a business associate, Alight maintains a comprehensive HIPAA compliance program with appropriate physical, technical and administrative controls in place to safeguard protected health information (PHI) in accordance with the HIPAA Rules and HITECH Act. Alight has its own HIPAA policies and procedures and Alight colleagues complete annual training in HIPAA and other data-privacy topics. Further, Alight has appropriate system controls in place to limit access to client data to those with a business need-to-know.

Alight's Incident Response plan is an internal document, which we will be pleased to share once an NDA is in place between Alight and State Of West Virginia (PEIA).

4.3.1.17. Provide a copy of the organization's Notice of Privacy Practices, paper and electronic.

Please refer to <https://www.alight.com/privacy>.

4.3.1.18. Provide a copy of the organization's Change Management policies and PHI workflows as required by the HIPAA Security Rule 45 CFR 164.308(a)(4)(ii)(C) "Access Establishment and Modification"; and 45 CFR 164.308(a)(7)(ii)(D) "Testing and Revisions Procedures".

Alight's Information Access Management policy and Contingency plans are internal documents, which we will be pleased to share once an NDA is in place between Alight and State Of West Virginia (PEIA).

4.3.1.19. Provide written confirmation that the organization's workforce completes annual privacy and security training.

Yes. As part of their employment requirement, Alight colleagues must complete mandatory annual compliance training through the Learning Management System. The topics include the following: HIPAA Privacy and Security, Preventing Sexual Harassment and Unconscious Bias in the Workplace, Data Privacy and Data Security, International Trade Compliance, Competition Law Principles, Conflicts of Interest, Preventing Bribery and Corruption, Cybersecurity, and Code of Conduct.

All employees must pass each module and completion of this training is monitored by Human Resources Learning Development Team and Corporate Compliance to ensure each and every employee and subcontractor meets the requirement.

4.3.1.20. Provide the name, contact information, and job description of the organization's Privacy officer(s) and Security officer(s).

Tola Sobitan (tola.sobitan@alight.com) serves as Alight's Chief Privacy Officer. She is responsible for Alight's Global Data Privacy Program and oversees data privacy compliance across the Americas, EMEA and APAC. She has experience in handling complex data privacy matters across multiple jurisdictions and in implementing comprehensive privacy programs. She is a certified Information Privacy Professional. Tola also serves as HIPAA privacy officer at Alight.

4.3.1.21. Provide the following information regarding the organization's business partners:

4.3.1.21.1. List of business partner names specifically denoting the number of partners

Please refer to our partner network list at <https://alight.com/partners/technology-partners/partner-network>.

4.3.1.21.2. Copy of the organization's business associate agreement

Note: This attachment contains trade secrets and is exempt from public disclosure pursuant to W. Va. Code §29B-1-4(a)(1).

Please refer to **Exhibit 05 – Alight BAA**.

4.3.1.21.3. Provide the details of any privacy breach involving or caused by a business as sociate.

See responses to #4.3.1.22.

4.3.1.22. Provide the following information regarding privacy breaches or impermissible information disclosures:

4.3.1.22.1. Total number of privacy incidents reported in the last calendar year. Describe the type, cause and number of individual's affected for each event.

Each year, we process over 350 million health, retirement, and HR transactions while serving more than 30 million of our clients' current and former employees along with 11 million of their dependents. As a result, Alight takes personal data privacy seriously and places the utmost importance on data security and governance. We have not experienced any data breach as a result of a cyberattack or material/system-wide issue. We have had a few isolated incidents, which typically resulted from an isolated instance of inadvertent disclosure of PII (e.g. double-stuffed envelope). In each such case, we performed root cause analysis, took corrective actions and promptly notified the affected data controllers.

4.3.1.22.2. Total number of incidents that escalated to the level of a reportable privacy breach as outlined in the HIPAA Privacy Rule. Describe the type, cause and number of individual's affected for each event.

None.

4.3.1.22.3.

Has the organization ever experienced a privacy breach involving over 500 individuals? Provide detailed explanation including cause, scope, investigation process, and reporting to members, media, law enforcement and/or OCR.

No.

4.3.1.22.4. Has the organization ever been fined or sanctioned by a regulatory agency for a violation of information privacy practices, and if so, the reason, description of action taken, the amount or sanction, scope and outcome?

No. Alight Solutions has not been cited, reprimanded or penalized by any regulatory agency within the past seven years for the services we provide.

4.3.1.23. Has the organization ever been fined or sanctioned for any other type of federal law or regulation (i.e., US DHHS OCR, Stark Law, or inclusion on the OIG Exclusion List (LEIE))? Provide details.

No.

4.3.1.24. Provide a copy of your organization's Code of Conduct, including but not limited to requirements for ethical and compliant business practices, and fraud, waste and abuse prevention activities.

Integrity is Alight's core value and the guiding principle for how we approach our work, business relationships, decisions and actions. Integrity means steadfast adherence to a strict moral or ethical code. At Alight, we live this value by following our Code of Conduct, doing what we say we are going to do and by always conducting our business according to the highest ethical and legal standards.

We are committed to integrity in our dealings with our clients, employees and service partners. This commitment extends to all personal information we might possess or acquire. We strive to protect the personal information under our control and take strict precautions to maintain the security and accuracy of that data. The Alight Code of Conduct provides an overview of the policies and guidelines that all Alight colleagues are expected to honor. All colleagues are required to certify that they have taken the Code of Conduct course annually.

Alight's Code of Conduct is an internal document, which we will be pleased to share once an NDA is in place between Alight and State Of West Virginia (PEIA).

4.3.1.25. How frequently do you conduct an analysis of the risks and vulnerabilities to protected health information (PHI) in your system and networks? When was the last assessment?

Alight's Cybersecurity Operation Team executes weekly automated network vulnerability scans using the Tenable toolset on both external and internal views of the client delivery infrastructure. An independent third party is also engaged annually to conduct both a network-level penetration test of Alight's internet hosting infrastructure and an application-level vulnerability assessment on Alight's critical applications, including the benefits website. Results of annual third-party tests are published and available to clients upon request. The last assessment was completed in October 2021.

Alight's security policy requires that all new internet-facing applications pass a security review, either by an independent third party or by Alight's information security organization. All client-facing applications are subject to rigorous vulnerability testing before being deployed in the PEIA environment.

4.3.1.26. Does your system produce sufficient audit trails to satisfy the HIPAA Privacy and Security regulations?

Yes.

4.3.1.27. How is access security set up in the system between a client's different user roles? What are the different levels of security access or roles?

Access to systems, data and functionality is granted specifically based on an individual's job code, role and level of authorized access. Any exceptions to this guideline must be reviewed and authorized by business leaders and Alight Global Security. Our platform uses several security profiles to restrict access based on role.

Alight's security is centrally managed by the information security staff. A data owner is identified—usually a manager on State Of West Virginia (PEIA)'s H&W team—for all data. Any access to PEIA's data must be approved first by the data owner assigned.

A security team is charged with providing access to the application. The team grants access based on the user's role, along with manager approval.

4.3.1.28. Can your system produce reports for a specific user's system, screen, or data accesses or attempted accesses?

Yes. You can access participant specific data and information outside the reporting tool. Additionally, we create role-based user access profiles, providing each administrative user unique credentials to the system, depending on what employee groups and functionality they should have access to.

4.3.1.29. Provide a list of formats in which data may be exported by the system (as required by the health information portability rules under HIPAA).

All reports are accessible online 24/7 via our secure web-based Manager Self-Service tool and the results of each report may be exported to PDF, Excel, HTML and other industry standard formats. Please note that while our reports can be generated at any time, the data they pull from is updated once daily on a batch basis.

4.3.1.30. Is your system's database encrypted in accordance with NIST 800-53 Rev 5 and 800-66 Rev 2 requirements as cited by the US DHHS for compliance with the HIPAA Security Rule(s)? Are data backups encrypted?

Note: This response contains trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

Alight's global security program is based on ISO 27001/2 and NIST Cybersecurity Framework. We are certified for ISO 27001, and compliance with NIST CSF. Database within the solution proposed is protected with Vormetric encryption. Alight has not yet mapped out our controls against NIST 800-53, we can't comment on whether our current Vormetric encryption is compliant with NIST 800-53 or NIST 800-66 requirements.

Data backups are stored encrypted using AES 256-bit encryption.

4.3.1.31. Are all electronic transmissions of PHI, including eligibility files, authorizations, reports, etc., encrypted or sent via secure means? Which encryption methods do you support for e-mails and file attachments? Please describe.

Note: This response contains trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

Corporate standards require that all sensitive information being transferred across public communications channels be secured by approved encryption. For file transfers, this is accomplished through strong file encryption, and/or through channel encryption using HTTPS/SSL or SFTP/SSH. Alight has implemented a secure email system to protect content and attachments of outbound messages. Data is also appropriately secured during internal transfers. Alight standards require that access to networks, systems, and data be based upon the principles of need-to-know and least-privilege, supported by defined job roles and responsibilities.

Alight has implemented data loss prevention technology as an extra safeguard, helping to monitor and/or prevent unauthorized flows of unencrypted data, or inadvertent errors in handling.

Our internal network traffic is not encrypted. Data sent via internal email from one colleague to another colleague is not encrypted as it stays within our protected network boundaries.

4.3.1.32. Explain how unauthorized attempts to access PEIA files will be monitored and controlled.

Alight's Logging and Monitoring Standard requires that business critical systems, applications, and infrastructure must generate reliable logs of events that pertain to:

- Successful or failed access attempts to, modification of, or deletion of Restricted or Confidential data
- Any actions taken by a user with elevated privileges (e.g. root or administrator)
- Use of, and changes to, identification and authentication mechanisms
 - Attempted changes or elevation of system privileges (e.g. use of SU or sudo in UNIX, administrative IDs in Windows or Notes, etc.)
 - Creation of new accounts
 - Changes, additions or deletions to accounts with elevated system privilege (e.g. root or administrator)
- Attempted violation of system security rules (e.g., firewall ACL, brute-force password hacking attempts, etc.)
- Access to log files
- Initialization, pausing, and de-activation of logging activity
- Activation/deactivation of network or host-based protection systems, such as anti-virus software and intrusion detection systems
- Attempted changes to, deletion, or reconfiguration of system behavior, including but not limited to:
 - Network access control lists
 - Critical system configuration files (Windows registry, UNIX operating system, and Application configurations, etc.)
 - Scheduled system tasks
- Attempted changes to, deletion, or reconfiguration of software applications

Logs should contain, at minimum, the information required below:

- Identifiers for the subject requesting the action (e.g., user ID, computer name, IP address, MAC address, protocols)
- Identifiers for the object the action was performed on (e.g., file names accessed, unique identifiers of records accessed in a database, IP address, and MAC address)
- System activity performed
- Date and time of event
- Records of successful and rejected system access attempts
- Records of successful and rejected data and other resource access attempts

- Changes to system configuration
- Use of privileged access
- Use of system utilities and applications
- Files accessed and the kind of access
- Activation and de-activation of protection systems such as anti-virus systems and intrusion detection systems
- Records of transaction executed by users in application

Audit logs and records are protected from deletion or alteration. These are stored as read-only. Alight limits the viewing of audit logs and audit record files to only those colleagues with a business need. Access to the audit configuration settings is restricted to privileged accounts. Logs are stored on protected and hardened log servers wherever possible and applicable.

4.3.1.33. Do you have intrusion detection and monitoring tools, and are you conducting penetration testing and vulnerability scans? Please explain.

Yes. Alight uses a professional testing company to security-test the network and our customer internet sites, both regularly and as part of our annual audit process. Internally, network vulnerability scans are conducted weekly to verify configuration compliance. Penetration tests are performed by independent third parties for key business-critical applications annually.

Security violations to client systems that encompass both network scans and intrusion attempts are tracked by intrusion-detection systems. Analysts review and escalate to management if warranted. Security management determines whether follow-up is necessary.

Because of the dynamic nature of internet security, we have a dedicated team of network security specialists who review various bugtraq (public domain and vendor) lists daily. They also facilitate the implementation of security patches with the platform owners when required. To provide security and integrity, the team manually monitors intrusion logs after the automated intrusion-detection system has analyzed the data.

Additionally, all client-facing systems are required to pass a vulnerability scan before being deployed in the DMZ environment.

4.3.1.34. Do you have a dedicated team to assess and respond to security vulnerabilities reported in your IT systems?

Alight's incident response program is managed by a 24x7 Alight Response Center (ARC). The ARC is responsible for triage of all incidents pertaining to the confidentiality, integrity, and availability of customer data. If it is determined that a breach has occurred, the ARC is responsible for notifying the appropriate contacts within Alight (typically the client account manager), who coordinate prompt communication of incident status to our clients.

The Alight Response Center will initiate the designated Incident Response Team (IRT), which includes representation of subject matter experts within Information Security. The Incident Response Team will maintain ownership of the incident through resolution.

4.3.1.35. Do you have an incident response plan for network intrusions and virus incidents?

Alight has implemented an Information Security Incident Response Policy and Standard that covers incidents that may affect the confidentiality, integrity and availability of Alight's information assets and documents the key requirements for effectively addressing information security incidents. Alight's incident response program is managed by a 24x7 Alight Response Center (ARC). The ARC is responsible for triage of all incidents pertaining to the confidentiality, integrity and availability of customer data. The ARC maintains a list of key contacts within critical support functions to be able to respond quickly and effectively to an incident.

4.3.1.36. Do you have a business continuity plan and a disaster recovery plan? If so, how frequently is it tested?

Yes, Plans are reviewed annually. Plans are regularly tested in accordance with the program standards. Exercises are developed and conducted based on criticality using one of Alight's acceptable methods. Action plans for identified deficiencies are developed. Documented results are either drafted by or submitted to the appropriate leader in the BCM program.

Alight's Disaster Recovery testing is focused on the recovery and performance of Alight's systems and processes. Alight's subcontractors are contractually obligated to perform similar exercises on an annual basis. Results are verified as part of the annual security assessment of the vendors.

4.3.1.37. Provide a proposed staffing plan for the full length of the contract duration. The plan must include any and all subcontractors used. Also include the roles and responsibilities for your proposed staff along with the roles and responsibilities anticipated for PEIA.

Note: This response contains trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

Alight's proven project implementation approach minimizes the effort needed by our client's team. The primary role of the client team is to work with the Alight team to develop the detailed requirements that guide our systems programming, training, and service delivery. Generally, our clients are involved in the planning process to assist us with documentation of plan design, historical exceptions, current processes, variances among companies or divisions, etc. We also see client involvement in the establishment of acceptance testing, communications strategies, plan design alternatives, and advocacy to the HR community. Throughout the implementation, we limit the time required of your staff to only that needed to provide input to the process.

While not all resources need to be present at all times, representatives from your HR, legal, information security, and benefits departments should be represented. We strongly recommend that the plan sponsor name a dedicated project manager from your staff to oversee and manage all transition issues.

We will adapt our implementation process to meet PEIA's staffing and resource requirements, but we anticipate requiring the following resources from PEIA to complete the conversion.

Role	Responsibilities	Phases involved	Estimated time
Executive sponsor	<ul style="list-style-type: none"> Communicate business direction internally, externally to Alight, and externally to key third parties Make final decisions on strategic issues Empower team to make decisions and provide internal support Review and execute contract 	All	At most 5%; requires initial investment of time and ongoing involvement as needed
Project manager(s)	<ul style="list-style-type: none"> Coordinate work effort and all project activities with Alight implementation manager Make service-related decisions; raise key decisions to outsourcing services manager as appropriate Coordinate resources Monitor relationship with Alight and third parties Participate in client acceptance testing 	All	25–50%; higher early in the implementation
Benefit administrators	<ul style="list-style-type: none"> Participate in requirements meetings Review requirements for confirmation Coordinate and assist with all data cleanup efforts Support change management campaign Review transition of life event processing from current environment to Alight Participate in client acceptance testing Provide perspective on current Customer Care issues/concerns Provide Alight colleagues with culture training 	All	50–70%; higher early in the implementation
HRIS/payroll manager	<ul style="list-style-type: none"> Manage development and coordination of all interfaces Manage integration of HRIS/payroll systems with outsourcing project Participate in requirements meetings 	All	10–25%; higher early in the implementation
Specialists	<ul style="list-style-type: none"> Legal/compliance Internal audit Communications design Intranet webmaster Network management staff Firewall administrator 	All	At most 5%; requires ongoing involvement as needed

Resource requirements become more defined throughout the process. Our requirements process provides enough lead time for clients to plan ahead and bring the right resources to the table at the right time.

Implementation team

Alight is committed to the long-term satisfaction of clients. That begins as we assess your business needs during the sales process. Your assigned implementation manager will be your primary contact during the implementation process.

We use proven project management methodology and processes for planning and tracking implementation tasks. Your implementation team manages the implementation process on your behalf and uses a detailed project plan.

Each implementation team comprises an account team leader and benefits, systems, and processing analysts who contribute the following skill sets:

- **Account management**—Your client manager leads the team, engaging at the start of implementation. This role is responsible for overall client satisfaction, manages the relationship, and coordinates service delivery and support.
- **Leadership/implementation management**—The implementation manager has overall responsibility for delivering a successful, on-time implementation. The implementation manager will work closely with PEIA to ensure we are capturing your requirements effectively and system setup is progressing as expected. Your account lead will work with you to ensure we are properly setting expectations for the required PEIA resources. This resource is also responsible for providing PEIA with regular progress updates, proactively analyzing any risks, and identifying and communicating risk mitigation plans.
- **System development**—The implementation team sets up the content on the employee website utilizing special content management tools to display PEIA and plan-specific content.
- **Interface management**—The systems analyst skilled in interface development conducts a complete interface evaluation with PEIA to determine the business requirements for eligibility files sent from your HR system to Alight. The systems analyst also develops and monitors files that are sent from Alight to benefit carriers as well as files that are sent back to PEIA's HR system.
- **Employer support**—Each implementation team includes benefits analysts who monitor the implementation process and provide your HR team with high-level training and system review prior to the enrollment period.
- **Quality assurance**—Quality assurance team members thoroughly test the system prior to the client acceptance testing period. Each tester reviews the account and executes detailed test plans.

Alight will provide the names and profiles of team members during the finalist stage of the selection process.

Post implementation

Post implementation, your client manager will continue to be responsible for the ongoing relationship. Team members will manage your special requests, handle escalated issues, manage your employee communications campaign, and work to ensure your 100% satisfaction with our system and services. Your HR staff will continue to interface with the client manager regarding day-to-day benefits administration issues.

Ongoing delivery

PEIA's ongoing delivery team will include team members who will manage and maintain your ongoing benefits requirements, system configuration, testing, data interfaces and ongoing administration needs for the lifetime of our relationship.

The following key resources will be accountable for the ongoing delivery of PEIA's benefits administration services.

Strategic Account Executive

Your strategic account executive (SAE) has overall accountability for your satisfaction with delivery across all health and welfare administrative services. The SAE manages your ongoing delivery team and ensures proper staffing levels throughout the year to accommodate any special project needs that may arise.

Client manager

The client manager (CM) is your main point of contact for benefits delivery. The CM has an in-depth client understanding and uses that understanding to anticipate needs and to identify ways PEIA can be better served. The CM prepares for and conducts ongoing client status meetings, and manages special projects such as open enrollment. The CM also coaches their team on providing high quality service.

Benefits operations manager

The benefits operations manager (BOM) works with the client manager to support any PEIA employee issues, and to manage the day-to-day operational routines. The BOM will manage the ongoing data files to ensure all data is processed correctly and on time.

4.3.1.38. Submit resumes (limited to 1 page each) of individuals who may perform the activities described in this RFP. Also identify a list of key personnel who will be dedicated full-time to this project.

Note: These attachments contain trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

Please see *Exhibit 08 – Alight Team Resumes* and *Exhibit 07 – Alight Team Org Chart*.

About Alight

With an unwavering belief that a company's success starts with its people, Alight Solutions is a leading cloud-based provider of integrated digital human capital and business solutions. Leveraging proprietary AI and data analytics, Alight optimizes business process as a service (BPaaS) to deliver superior outcomes for employees and employers across a comprehensive portfolio of services. Alight allows employees to enrich their health, wealth and work while enabling global organizations to achieve a high-performance culture. Alight's 16,000 dedicated colleagues serve more than 30 million employees and family members. Learn how Alight helps organizations of all sizes, including over 70% of the Fortune 100 at alight.com.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

David Blanchard, Sales Executive

(Name, Title)

David Blanchard, Sales Executive

(Printed Name and Title)

4 Overlook Point, Lincolnshire, IL 60069

(Address)

+1.980.266.3400

(Phone Number) / (Fax Number)

david.blanchard@alight.com

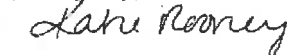
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Alight Solutions

(Company)



3DA5E0392588409

(Authorized Signature) (Representative Name, Title)

Katie Rooney, Chief Financial Officer

(Printed Name and Title of Authorized Representative)

3/22/2022 | 3:11 PM CDT

(Date)

O +1.224.737.1098; F +1.847.554.1059

(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Align Solutions
Authorized Signature: [Signature] Date: 3/22/2022 | 3:11 PM CDT

State of Illinois

County of Lake, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of March, 2022

My Commission expires 05/24/2022, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: PEI2200000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Alight Solutions

Company



Authorized Signature

March 28, 2022

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: PEI2200000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Alight Solutions

Company



Authorized Signature

April 20, 2022

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: PEI2200000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Alight Solutions

Company



Authorized Signature

April 20, 2022

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Exhibit 01 - Alight Functional Requirements

Note: This attachment contains trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

ReqID	Process	Sub-Process	Requirement Detail	Response from Alight
2	Premium Management	Foundational	Centralized billing module to maintain current and historical premium rates, invoices, and payment records, calculate premium amounts, generate premium invoices, collect, apply, and reconcile invoice payments, and track open balances.	Refer to 4.2.1.1.
3	Premium Management	Foundational	Reconciliation of outstanding invoices with incoming payments.	Refer to 4.2.1.1.
6	System	Reports, Forms, Letters, & E-communications	The system includes the capability to create templates/formats and generate reports, forms, and letters, including ad-hoc reporting capabilities.	<p>Our programs use a variety of communication methods to help your employees make informed decisions. We will work with PEIA to identify the optimal mix of email, web-based, and printed communications, including the following:</p> <ul style="list-style-type: none"> •Employee website — Employees use the site to enroll and manage their benefits year-round. The site displays up to two years of benefit plan information, such as summary plan descriptions, side-by-side comparisons, and enrollment instructions. Website content helps to reduce paper-based communication costs and enables 100% employee self-service. •Electronic communications — Our standard pricing includes the production of emails and/or text that may be posted on PEIA's intranet. These materials include enrollment reminders, enrollment instructions, and benefit teasers. In addition to electronic communications, we can email and/or print personalized enrollment materials and/or benefit confirmation statements for your participants. We will work with PEIA to select the optimal communication approach and incorporate it into the overall solution. •Automated email notifications — We simplify employee communication by automatically sending a variety of messages, including confirmation statements, open enrollment announcements and reminders, and enrollment notices resulting from a life or employment event. Customized messages may be triggered by a date or an employment or life event and then sent to an employee's email address or to the message center located within the employee website. Notices may also be printed and sent via regular mail. •Printed notices and fulfillment — If supplemental, printed materials are needed for employees, we can coordinate the production, printing, and distribution of all system-generated employee benefit enrollment materials. We can include additional, PEIA-provided materials for an additional fee. <p>Refer to 4.2.1.1 for reporting capabilities.</p>
7	System	Reports, Forms, Letters, & E-communications	Provides an established library of forms, reports and letters that can be copied, modified and	Refer to the response in item 6.
10	Cash Receipts	Accounting	The system should automatically reconcile electronic cash receipt types to billing invoices/amounts due where receipt amounts have been verified as having cleared with the financial institution.	<p>For direct billing and payments (inactive employees and retirees), as payments are received, they are held in an Alight-owned account and lockbox set up with our banking partner. On a nightly basis, payments are credited to employee accounts, based on the specified payment allocation hierarchy. Employees receive an email notification when the payment is posted to their account.</p> <p>Funds are then transferred to a PEIA-owned bank account. Alight has an established process that incorporates specific checks and balances to facilitate reconciliation with the banking partner. Bank deposits posted to our system are reconciled daily, and all account activity is balanced against the monthly statement prepared by the recognized banking partner.</p>
11	Cash Receipts	Accounting	The system should have the ability to accept miscellaneous revenue, deposit monies, and trigger appropriate workflows (ex. forfeitures, legal settlements, and old insurance contracts).	Not available.
12	Cash Receipts	Accounting	The system should have the ability to apply one payment to multiple AR and, or GL accounts.	Not available.
13	Cash Receipts	Accounting	The system should have the ability to support inter-fund accounting based on but not limited to, the employer, transaction type and insurance type for which a payment is made.	Not available.
14	Cash Receipts	Accounting	The system should have the ability to assign a status to a deposit (reconciled, pending, etc.).	Refer to the response in item 10.
15	Cash Receipts	Accounting	The system should provide the ability for authorized PEIA staff to cancel or reverse invoices, including updating sub-ledger entries, while retaining all modifications in the account history.	Not available.

ReqID	Process	Sub-Process	Requirement Detail	Response from Alight
16	Cash Receipts	Accounting	The system should provide the ability to abate or reverse interest or fees.	Not available.
17	Cash Receipts	Accounting	The system should provide the ability to reverse payments submitted to PEIA (ex. bad check, Non-sufficient Funds, etc.) and re-set the invoice and invoice detail status.	Posting of payments is done daily and reconciliation of payment are done on a monthly basis. This eliminates the need to reverse payments and re-set an invoice.
18	Cash Receipts	Employer Data	The system should have the ability to set a default payment type for employers and individual insurance subscribers.	All participants are automatically set on direct bill. Participants have the option to opt into automatic bank draft, one-time payment, or if PEIA will allow-pension checks.
19	Cash Receipts	Interfaces	The system should be able to download and process an electronic, validated deposit file from the bank, making an image immediately available to designated authorized internal PEIA users and management.	PEIA will be notified on a monthly basis when funds are deposited into their account. Alight will provide monthly reports to back up the deposit amount- such as the payment allocation report and refund report.
20	Cash Receipts	Interfaces	The system should provide the ability to transmit check images to PEIA bank accounts electronically in an automated deposit.	Not available.
21	Cash Receipts	Interfaces	The system should receive transactional data from financial institutions containing deposits regardless of method (ex. teller, ACH, wire transfer), check statuses (ex. cleared, suspended, open) and account balances.	Alight will receive information from the financial institution on if payment clears or not.
22	Cash Receipts	Invoices	The system should calculate interest for delinquent payment submissions by employers per PEIA business rules.	Alight will not calculate interest.
23	Cash Receipts	Payment	The system should provide authorized internal PEIA users the ability to schedule and execute daily (or more frequent) electronic deposit processes.	Alight posts payments from direct billed participants daily. Reconciliation is done a monthly basis. Funds are deposited electronically monthly.
25	Cash Receipts	Reports, Forms, Letters, & E-communications	The system should create detailed and summary deposit reports by payment method and AR subledger account for daily deposits to PEIA bank accounts for reconciliation purposes.	Direct Billed funds are deposited monthly. They will be accompanied by our monthly reports: -Payments received -Payments allocated -Delinquency report -Drop coverage report -Refund report -ACH refund report -Transfer report
28	Cash Receipts	Reports, Forms, Letters, & E-communications	The system should produce barcoded or MICR remittance documents to accompany premiums and other payment submissions.	Direct billed premiums are remitted by the participant putting the account number on the check.
29	Cash Receipts	Reports, Forms, Letters, & E-communications	The system should provide a means of accounting and reporting for aging unallocated cash receipts.	Not available.
31	Cash Receipts	Reports, Forms, Letters, & E-communications	The system should provide extensive reporting and analysis capabilities on all key data elements within the cash receipts process.	For direct billed participants, we provide comprehensive monthly reporting that includes: -Payments Received Report—This report contains all current period payments received and prior-period payments adjusted during the reporting period. -Payments Allocated Report—This report contains all current period payments allocated and prior period allocation adjustments during the reporting period. -Delinquency Report—This report contains all persons with delinquent payments outstanding at the end of the billing period. -Drop Coverage Report—This report contains all persons with delinquent payments outstanding at the end of the billing period whose coverage is eligible to be dropped. -Refund Report—This weekly report contains all persons with refunds sent by paper checks processed during the reporting period. -ACH Refund Report—This weekly report contains all persons with refunds sent by ACH processed during the reporting period. -Transfer Report—This report contains all current period transfers processed and prior period transfers adjusted during the reporting period.

ReqID	Process	Sub-Process	Requirement Detail	Response from Alight
32	Cash Receipts	Self-Service	The system should allow employers and members to select specific receivables or benefits to which to apply online payments and input partial payment amounts.	If there is a partial payment made, the coverage is retroactively canceled to the last fully paid month and the partial payment is refunded to the participant.
33	Cash Receipts	Self-Service	The system should allow portal users to enter financial/banking information and payment frequency (auto-pay, one-time payment, etc.). The system should have the ability to store bank information, but should not store credit card information. Credit card information is passed directly to the financial institution used by PEIA.	Alight will not pass credit card information.
35	Cash Receipts	Usability	The system should enable all automated processes to be performed manually by designated internal PEIA users when necessary.	PEIA will have support from the Client Manager and ongoing team for items that need to be done manually.
36	Cash Receipts	Validation	The system should have the ability to limit automatic drafts for individuals, if the draft is over a certain amount. Where the amount is a system parameter that can be maintained by internal PEIA users.	PEIA will have support from the Client Manager and ongoing team for this request.
38	Cash Receipts	Validation	The system should prevent employers from creating and/or submitting the same deposit form more than once.	Not available.
39	Cash Receipts	Validation	The system should warn employers or members when they attempt to make out-of-sequence payments.	Not available.
41	Refunds	Interfaces	Refund transaction data should be automatically processed in a batch mode and sent to wvOassis as part of the reimbursement workflow for annuitant retirees.	Refund data will be sent monthly to PEIA via the direct billing and payments refund report.
44	Cash Receipts	Workflow & Case Management	The system should initiate a workflow when a receipt is returned to create an accounts receivable and change the status of the account's payment type.	When payment is returned, the participant will be notified and asked to submit a new form of payment.
45	Cash Receipts	Workflow & Case Management	The system should initiate workflows for electronic payments.	All electronic payments are confirmed with a benefits payment confirmation email.
46	Cash Receipts	Workflow & Case Management	The system should initiate workflows for physical payments that are front end imaged and route to the appropriate internal PEIA users.	Alight will reconcile payments on behalf of PEIA. They will not route to PEIA users.
53	Customer Service	Relationship Management	The system should allow for an unlimited character field for tasks or notes.	The system allows for a 3000 character limit.
54	Customer Service	Relationship Management	The system should allow files or pictures to be attached or inserted to tasks or notes.	Files and pictures cannot be attached or inserted into tasks or notes. Those items can be put into document management for storage.
104	Eligibility	Rules	The system should capture information on employee transfers and dual employments and provide enrollment opportunities for the benefits the member is eligible for per PEIA business rules (Employee/Employee Spouse Family Policy Tier) as documented in the PEIA Plan Documents and Summary Plan Descriptions noted below: SPD (link in column E): Page 22 - Family with Employee Spouse	Alight will need PEIA to pass an Employee Spouse indicator on the HR file.
122	Employer Reporting	Accounting	The system should automatically create debit/credit transactions to the general ledger for corrections in reported data with appropriate audit trail.	Not available.
123	Employer Reporting	Accounting	Upon acceptance and posting, the system should have the capability to automatically create appropriate general ledger transactions associated with employer remittances, penalties, services and interest charges including invoices for delinquent payments.	Not available.
126	Employer Reporting	Employer Data	The system should provide the capability to capture comments/notes regarding specific employer delinquencies or other employer-related information.	Not available.
128	Employer Reporting	Invoices	The system should automatically calculate and electronically notify employers of penalties, service charges and interest charges relating to late reports/remittances per PEIA business rules.	Not available.
129	Employer Reporting	Invoices	The system should have the capability to create Debit/Credit invoices for employer penalties, service charges and interest charges relating to late reports/remittances.	Not available.
130	Employer Reporting	Invoices	The system should have the capability to issue credit and/or debit invoices to employers for contributions remitted in error.	PEIA will work with the client manager and ongoing team to apply credits/debits to ongoing premium reports.
131	Employer Reporting	Reports, Forms, Letters, & E-communications	The system should allow internal PEIA users to view employer report progress and produce reports about which employer reports have been received, late, delinquent, and view what patterns in reporting exist, etc. Employers should be automatically notified of late reports and non-compliant employers should be flagged per PEIA business rules.	Not available.
135	Employer Reporting	Reports, Forms, Letters, & E-communications	The system should provide the ability for employers and internal PEIA users to query and report on financial information by employer or member to include all appropriate financial data, (ex. amounts paid, amounts outstanding, interest adjustments, etc.).	Monthly reports will be made available to PEIA. Please refer to item 25.

ReqID	Process	Sub-Process	Requirement Detail	Response from Alight
136	Employer Reporting	Reports, Forms, Letters, & E-communications	The system should provide the ability to produce annual statements for PEIA and for employers (ex. finances, PEIA membership information, etc.) for ACFR, PAFR, GASB or CEM Benchmark reporting.	PEIA will work with the client manager and ongoing team for the necessary reports.
140	Employer Reporting	Self-Service	The system should allow employers to log on to the portal and view a dashboard of open invoices including a current invoice or past invoice indicator, the invoice period, the invoiced amount, the amount remaining due, a grand total amount due, a "Pre-March 2008 Balance (if applicable - and not included in the total amount due) and any unapplied payments (credit amounts). Internal PEIA users should have access to view an employer's dashboard as well.	Premium reports will be available through the reporting tool. Please refer to section 4.2.1.1.
150	Employer Reporting	Validation	The system should notify the employer that a Member is not included on the employer's payroll report if PEIA data indicates that an employee status is active for a particular employer. The employer should be responsible for providing these corrections through the employer portal.	Alight would like to have additional conversations on the nature of the payroll report.
151	Employer Reporting	Validation	The system should provide an authorized internal PEIA user the ability to reverse, or roll back the transmittal import process if the transmittal file is discovered to be invalid. No residual records or data of any sort should remain with regard to Member or employer records such as premium payments. In other words, the records should be reversed so that they are not posted.	PEIA will need to inform the Alight client manager and ongoing team if there is a file issue.
155	Employer Reporting	Validation	The system should provide exceptions via pop-up messages to employers who enter Member payroll data (member-by-member) via the employer portal. Employers who upload a payroll file should receive an email with a link directing them to the employer portal to view their exceptions and audit trail reports.	Payroll data will not be uploaded unless PEIA opts into closed loop payroll. We welcome further conversations on this.
157	Employer Reporting	Validation	The system should provide the ability to process partial reports, allowing for the processing of acceptable records and suspending other transactions for correction/documentation by the employer, and to hold approved reports in a pending status until payment is received from the employer.	Not available.
158	Employer Reporting	Validation	The system should provide the capability for authorized PEIA internal users to flag Members as "auto-exception" for employer reporting purposes if they have known issues that should prompt continual messages or exceptions on future reports.	Not available.
163	Employer Self Service	Accounting	The system should allow Benefit Coordinators or employer users to submit and maintain electronic payment(s) and payment methods.	Participants submit and maintain electronic payments.
175	Employer Self Service	Reports, Forms, Letters, & E-communications	The system should automatically send confirmation to users and employer contacts based on their communication preference for events where they requested PEIA participation. Confirmations should include the names, contact information and pictures of Employer Services staff who are assigned to present/attend.	Alight will be able to add contact information but not pictures of the Employer Services staff.
226	Employer Set Up and Maintenance	Workflow & Case Management	The system should provide the capability to hold an employer termination in a 'pending' state until all termination requirements have been met, including balances owed.	Once a termination is sent or inputted by a team member, the event will process. Terminations cannot be held in a pending status. Coverage will end based on PEIA's coverage termination rules.
259	Enrollment	Interfaces	The system should support PEIA's participation in the Medicare Voluntary Data Sharing Agreement program by generating a quarterly data extract to submit group health plan (GHP) entitlement information about employees and dependents to the Centers for Medicare and Medicaid Services (CMS) Benefits Coordination & Recovery Center.	Alight will be supporting the Medicare retirees through the Alight Retiree Health Solutions.
287	Enrollment	Self Service	The system should allow retirees to elect a payment method, maintain payment information (i.e. bank account information) and manage (ex. cancel, update, etc.) electronic payment(s) and payment methods for health and insurance payments. Payment methods include ACH, check, and for retirees only, deduction from retirement distribution and credit card. Credit card transactional data must be transferred to the Treasurer for processing.	Credit card data cannot be transferred to the Treasurer.
294	Enrollment	Self Service	The system should have the ability to capture and modify when a subscriber or dependent has other health insurance coverage within the data available to PEIA, for the purpose of coordination of benefits, and store that data.	Alight can capture if a participant has another health plan via self-attestation. Coordination of Benefits needs to be done directly with the health plans. As an optional service, Alight Navigation can assist in coordination of benefits.
303	Enrollment	Self Service	The system should provide fillable forms that are applicable to the subscriber status. This should allow the member to either complete the form online, or print the empty form and complete it by hand. (Forms that are not particular to the subscribers' account are available on https://peia.wv.gov/find-a-form-or-document/Pages/default.aspx)	Fillable forms are not available. Participants can print the empty form and complete it by hand.
310	Enrollment	Self Service	The system should provide the ability for members, Benefit Coordinators and PEIA to upload documents and other digital files as deemed appropriate. Supporting documentation should be submitted for internal review and processing.	If dependent verification documentation is needed, participants will be able to upload documentation. For other files, participants will be able to send forms to imaging.

ReqID	Process	Sub-Process	Requirement Detail	Response from Alight
333	Enrollment	Validation	The system should provide the ability to associate insurance coverage for spouses when both are participating in PEIA insurance benefits for the purpose of shared deductibles, employee/employee spouse coverage tier and trigger a notification to each spouse to confirm before finalizing the change. The system should provide the ability to remove the association as needed.	Participants can grant inquiry access to the portal for their spouse/partner. This inquiry access allows the dependent to view coverage information, access content and utilize tools. The participant can indicate which benefit plans the spouse/partner will be able to view. The spouse/partner is provided with unique credentials to access the portal. The accounts are not associated.
335	Enrollment	Workflow & Case Management	Ability to execute a different workflow task to PEIA users or Benefit Coordinators based on the event or change (i.e. If an employee enrolls themselves (no dependents), the approval is required from the benefit coordinator only. However, if the employee has dependents, the benefit coordinator must "approve" the member's enrollment record and then send to PEIA where the record is approved. Retirement application requires employer approval, then PEIA approval.)	PEIA will have access to view changes on a participant's account. Alight can also schedule ongoing reports to inform PEIA of life events that have been ran.
345	Enrollment	Workflow & Case Management	The system should initiate a workflow for the employer or appropriate PEIA staff when an action item or task is completed by the member, employer or internal PEIA staff. The workflow should automatically integrate with an interactive checklist module to prioritize items needed in preparation for the respective task.	Not available. PEIA will have access to recorded trainings and user manuals.
350	Enrollment	Workflow & Case Management	The system should route enrollments to PEIA staff based on the users role, user availability as well as member or employer specific elements (i.e. assign SSN range to user, assign employer ID to a user.)	Both participants and PEIA designated members will have access to enrollments.
363	Premium Management	Accounting	The system should enable authorized PEIA staff to move balances and credits carried forward for employers whose identities are changed or who merge with other entities.	Alight's system does not allow for accounting between entities.
382	Premium Management	Billing	The system should provide the ability to designate and assign fees at the employer level based on PEIA business rules. Fees, late charges and other miscellaneous charges should have an associated type to distinguish the fee for accounting purposes. The type should appear on the invoice with the associated fee/charge.	Alight will not add miscellaneous or late fees.
410	Premium Management	Interfaces	The system should have the ability to integrate with State Treasurer for processing credit card payments (acting as WV PEIA bank).	Alight will not be able to integrate with the State Treasurer for processing credit card payments.
412	Premium Management	Interfaces	The system should provide integration with SAP general ledger systems, for the purpose of generating Accounts Receivable and Accounts Payable summary journal entries, and to manage the allocation of cash receipts at the member and employer level.	Alight will not integrate with ledger systems. Please refer to item 10.
416	Premium Management	Invoices	The system should automatically deduct insurance premiums from the Member's monthly benefit payment when authorized. If a Member's benefit amount is not sufficient to cover the insurance premium amount, the amount available should be deducted. The system insurance premium status should be switched to 'Direct Pay' for that Subscriber and an invoice should be generated for the remaining premium amount.	Alight will deduct the insurance premium. If the funds in the account is not sufficient to cover the premium, the payment will reject and Alight will switch the participant to Direct Bill. The participant will need to pay the full amount via that method.
419	Premium Management	Invoices	The system should enable designated PEIA employees to execute premium billing trial batch runs and produce associated validation and reconciliation reports used to verify billing statements/feeds prior to committing to the Employer and retiree records, and generation and publication of retiree and employer bills. The system should allow trial batches to be re-run as many times as needed, each with a unique batch number such that corrections can be made to retiree or employer records and a batch then reconciled prior to posting. Unposted batches should not appear in a retiree or employer record, and may be cleared according to PEIA business rules.	The system does not allow for trial batches. All bills are reviewed for quality before being mailed/posted.
446	Premium Management	Payment Reconciliation	The system should provide an automated reconciliation process to match ACH payment types with the payment(s) contained in the bank's ACH deposit advice file. The system should finalize all payments reconciled and notify PEIA of mismatches or items containing errors for manual review.	Not available.
447	Premium Management	Payment Reconciliation	The system should provide an automated reconciliation process to match IET payment types with the payment(s) contained in the payment file that comes from the state system (OASIS). The system should finalize all payments reconciled and notify PEIA of mismatches or items containing errors for manual review.	Not available.
487	Refunds	Self-Service	The system should provide the capability for a Member to initiate a request for a refund of contributions through the member portal.	Members will not be refunded unless there is an overpayment and coverage has been cancelled. Any overpayment will be credited towards next month coverage.
488	Refunds	Self-Service	The system should provide the capability for a Member to view, modify, or cancel a refund request through the member portal per PEIA business rules.	Refunds can be put on hold per PEIA's direction. The member will not have ability to do any modifications.

ReqID	Process	Sub-Process	Requirement Detail	Response from Alight
491	Refunds	Validation	The system should provide the capability to provide a warning when processing refunds for a Member who has applied for service retirement or disability. A Member who is in the process of applying for a disability may not elect a refund without invalidating the Member's application, as it severs his or her membership.	Alight will like to have further discussions with PEIA on this requirement.
492	Refunds	Workflow & Case Management	The system should allow for internal PEIA users to add, modify, close, or reopen refund requests per PEIA business rules.	Refunds are processed automatically within the system.
539	Document Management	Archiving and Indexing	The system should provide the ability to store images, email, voicemail, or messages in industry-accepted formats.	Not available.
542	Document Management	Archiving and Indexing	Ability to apply security to the input, editing and deletion of annotations with an appropriate audit trail.	Documents that are indexed cannot be altered with. PDF tools such as sticky notes can be added to the document.
544	Document Management	Foundational	The system should utilize optical or magnetic storage technologies. Optical Write Once Read Many (WORM) solution is preferred.	Alight uses IBM Content Manager database.
546	Document Management	Archiving and Indexing	The system should allow for de-duplication functionality where one document can be tagged or linked to multiple folders.	Not available.
547	Document Management	Foundational	The system should allow conversion of records from the current document management system. Includes the ability to import records using the record's original indexed value(s). Also, includes the ability to apply new document types or index values using a cross-walk of old to new values.	Alight does not take all historical plan documentation or files from clients. We will only import and load the information required for us to perform the outsourcing work required. We will also work with the current recordkeeper to collect the necessary data required to complete activities for all events in transition.
551	Document Management	Reporting	The system should provide the ability to report statistics on the records stored by document type, date stored, employer and other criteria as specified by PEIA.	Statistics are not available; however, we do have the ability to index accordingly.

**Exhibit 02 - Alight Sample Project Schedule
and Timeline**

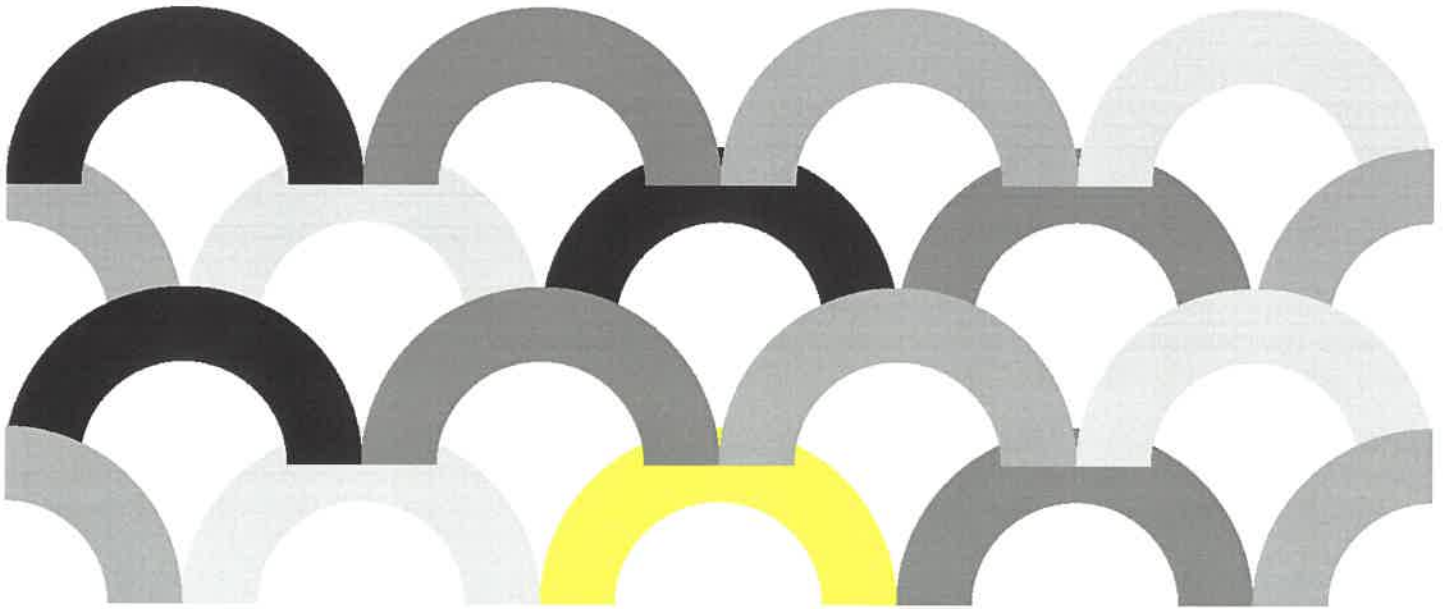
Note: This response contains trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

Align Sample Project Schedule and Milestones

Task	Start	Finish
Project Start - Signed Letter of Intent and All Service Delivery Models Received (Primary, ER Mandate & Shared Services)	9/1/2022	9/1/2022
Facilitate Communication kickoff meeting with the client (week of)	9/14/2022	9/20/2022
Client Provide All Documentation from Requirements Discovery Checklist (Including Deduction Codes)	9/19/2022	10/14/2022
Align Conducts Project Kickoff Meeting with Client	9/30/2022	9/30/2022
Initial post kickoff Census Discovery	10/3/2022	10/7/2022
Align and Client Complete Initial Data Conversion Requirements Discussion and Documentation	10/11/2022	10/19/2022
Align and Prior COBRA Admin Complete Initial Data Conversion Requirements Discussion and Documentation	10/11/2022	10/14/2022
Client & Prior COBRA Admin Sign-Off on Conversion File Approach and Mapping	10/17/2022	10/21/2022
Customer Care Center Education Meeting	10/17/2022	10/21/2022
Client Signs-Off on Conversion File Approach and Mapping	10/20/2022	10/21/2022
Confirm / Complete Customer Care Requirements	10/24/2022	11/18/2022
Communication strategy and requirements Client Sign-off	10/26/2022	11/8/2022
Client Sends Profiling Conversion File for CBA Analysis	11/1/2022	11/11/2022
Client Sends COBRA Conversion File for CBA Analysis	11/1/2022	11/11/2022
Employer Mandate Requirements and Education Document Client Review	11/16/2022	11/17/2022
DBP - Client Completes Banking Account Opening Statement (Direct Bill)	11/17/2022	11/23/2022
Align and Client Onsite Deep Dive - Requirements - Census & Conversion	11/18/2022	11/22/2022
Spec / Layout Created (File Requirements with Client, Benefit Drivers Mapped) - Census	11/23/2022	11/29/2022
Discovery Complete - Payroll	11/23/2022	12/15/2022
Client Approves Phase 1 Requirements	12/2/2022	12/8/2022
Client ER Mandate Hours File Configuration Complete	12/2/2022	12/15/2022
Align Worklife/ Portal Requirements Documented	12/9/2022	12/15/2022
Conduct Kickoff Meeting for Premium Billing	12/12/2022	12/12/2022
Client Approval of Reporting Requirements	12/14/2022	12/20/2022
Client sends profiling census file to Align	12/14/2022	12/14/2022
Client and Carrier Requirements Signoff	12/15/2022	12/15/2022
Review Phase 2 Requirements with Client	12/16/2022	12/22/2022
Review Phase 3 Requirements with Client	12/21/2022	12/23/2022
Client Signs off on Phase 2 Requirements (Includes Work / Life Events)	12/23/2022	12/27/2022
Client meeting to review ACA Reporting Requirements	12/23/2022	12/23/2022
Client Signs off on Phase 3 Requirements	12/27/2022	12/28/2022
Spec / Layout Created - Payroll File	12/29/2022	1/11/2023
Customize Client Requirements - Premium Reporting	1/10/2023	1/17/2023
Customize Client Requirements - Premium Billing & Payments	1/10/2023	1/17/2023
Client Preview of Website (pre-eCAT) - Demo	1/11/2023	1/16/2023
Client Provides Census File for Scanano Testing	1/13/2023	1/16/2023
Client Provides Census and Conversion Test File 1 - Actives	1/19/2023	1/19/2023
Client Provides Employer Mandate Historical Hours File 1 (Optional) - Actives	1/19/2023	1/19/2023
Client Provides COBRA Conversion Test File 1 (Optional) - Actives	1/19/2023	1/19/2023
Load Census File for Integration Testing - Actives	1/20/2023	1/23/2023
Client Preview of Website - Direct Access	1/23/2023	1/27/2023
External Testing and Auditing - Align provides test files and Carriers complete testing	1/23/2023	3/3/2023
Data Conversion - Round 1 - Code / Load / Verify / Data Cleanup - Actives	1/26/2023	2/2/2023
COBRA Data Conversion - Round 1 - Code / Load / Verify / Data Cleanup - Actives	2/2/2023	2/7/2023
Generate sample notices for client review	2/2/2023	2/3/2023
Align Completes Integration Testing cycle - Actives	2/10/2023	3/2/2023
Notifications approved	2/16/2023	2/23/2023
Align Completes Internal Client Acceptance Testing Cycle - Actives	3/2/2023	3/16/2023
External Testing and Auditing - Align provides test payroll deduction files and Client completes testing	3/3/2023	4/21/2023
Introduction to DVS	3/8/2023	3/15/2023
QMCSO Client kickoff meeting (week of)	3/13/2023	3/17/2023
Client Provides Census and Conversion Test File 2 - Actives	3/17/2023	3/17/2023
Client Provides Employer Mandate Historical Hours File 2 (Optional) - Actives	3/17/2023	3/17/2023
Client Provides COBRA Conversion Test File 2 (Optional) - Actives	3/17/2023	3/17/2023
Load Census File for eCAT - Actives	3/21/2023	3/22/2023
DVS Requirements Sign off	3/22/2023	3/29/2023
Data Conversion - Round 2 - Code / Load / Verify / Data Cleanup - Actives	3/27/2023	3/30/2023
Align Completes Production and Report Training with Client	3/28/2023	3/30/2023
COBRA Data Conversion - Round 2 - Code / Load / Verify / Data Cleanup - Actives	3/30/2023	4/3/2023
Align Completes Manager Self Service Training with Client	3/31/2023	4/4/2023
Align Leads Events in Transition Requirements Review	4/10/2023	4/13/2023
Client Completes External Client Acceptance Testing Cycle (Onsite Meeting) - Actives	4/11/2023	4/14/2023
Client review and signoff on Claims and Appeals Requirements	4/12/2023	4/25/2023
Events in Transition Requirements Emailed to and Approved by Client	4/13/2023	4/20/2023
Reload Census File 2 for Regression Testing - Actives	4/21/2023	4/21/2023
Reload Data Conversion File 2 - Code / Load / Verify / Data Cleanup - Actives	4/21/2023	4/25/2023
Document Ongoing SOPs	4/24/2023	6/19/2023
Reload COBRA Data Conversion File 2 - Code / Load / Verify / Data Cleanup - Actives	4/25/2023	4/26/2023
Regression Testing Cycle, Client eCAT Retest - Actives	4/25/2023	5/2/2023
Client Provides Production Employer Mandate Historical Hours File (Optional) - Actives	4/27/2023	4/27/2023
Client Provides Production COBRA Conversion File (Optional) - Actives	4/27/2023	4/27/2023
Client Provides Production Census & Conversion Files - Actives	4/27/2023	4/27/2023
eCAT Approval - Actives	5/2/2023	5/2/2023
Load Census File to Production - Actives	5/4/2023	5/4/2023
Load Conversion Files to Production - Actives	5/9/2023	5/11/2023
Load COBRA Conversion File to Production (Optional) - Actives	5/11/2023	5/12/2023
Internal Live Date Readiness Check : Approval for Production Go-Live	5/16/2023	5/17/2023
External Live Date Readiness Check: Approval for Production Go-Live	5/19/2023	5/22/2023
DVS live date	5/29/2023	5/29/2023

Task	Start	Finish
ACTIVES LIVE FOR ANNUAL ENROLLMENT	5/29/2023	6/12/2023
Initial Production File Run (From Events in Transition Document) - Carriers	6/13/2023	6/14/2023
Initial Production File Run Complete - Payroll	6/26/2023	6/26/2023
Client Provides Census and Conversion Test File 1 - Retirees	7/3/2023	7/3/2023
Client Provides Employer Mandate Historical Hours File 1 (Optional) - Retirees	7/3/2023	7/3/2023
Client Provides COBRA Conversion Test File 1 (Optional) - Retirees	7/3/2023	7/3/2023
Load Census File for Integration Testing - Retirees	7/3/2023	7/4/2023
Align Worklife Site Live	7/3/2023	7/3/2023
ACTIVES LIVE for Ongoing Administration	7/3/2023	7/3/2023
Data Conversion - Round 1 - Code / Load / Verify / Data Cleanup - Retirees	7/7/2023	7/14/2023
COBRA Data Conversion - Round 1 - Code / Load / Verify / Data Cleanup - Retirees	7/14/2023	7/19/2023
Align Conducts Project Debrief Meeting with Client	7/24/2023	7/28/2023
Align Completes Integration Testing cycle	8/15/2023	9/1/2023
Align Completes Internal Client Acceptance Testing Cycle	9/4/2023	9/18/2023
Client Provides Census and Conversion Test File 2 - Retirees	9/18/2023	9/18/2023
Client Provides Employer Mandate Historical Hours File 2 (Optional) - Retirees	9/18/2023	9/18/2023
Client Provides COBRA Conversion Test File 2 (Optional) - Retirees	9/18/2023	9/18/2023
Load Census File for eCAT - Retirees	9/21/2023	9/22/2023
Data Conversion - Round 2 - Code / Load / Verify / Data Cleanup - Retirees	9/27/2023	10/2/2023
COBRA Data Conversion - Round 2 - Code / Load / Verify / Data Cleanup - Retirees	10/2/2023	10/4/2023
Client Completes External Client Acceptance Testing Cycle (Onsite Meeting)	10/12/2023	10/17/2023
Reload Census File 2 for Regression Testing - Retirees	10/24/2023	10/24/2023
Reload Data Conversion File 2 - Code / Load / Verify / Data Cleanup - Retirees	10/24/2023	10/26/2023
Reload COBRA Data Conversion File 2 - Code / Load / Verify / Data Cleanup - Retirees	10/26/2023	10/27/2023
Regression Testing Cycle, Client eCAT Retest	10/26/2023	11/2/2023
Client Provides Production Employer Mandate Historical Hours File (Optional) - Retirees	10/30/2023	10/30/2023
Client Provides Production COBRA Conversion File (Optional) - Retirees	10/30/2023	10/30/2023
Client Provides Production Census & Conversion Files - Retirees	10/30/2023	10/30/2023
eCAT Approval	11/2/2023	11/2/2023
RETIRES LIVE FOR ANNUAL ENROLLMENT	11/3/2023	11/17/2023
Load Census File to Production - Retirees	11/6/2023	11/6/2023
Load Conversion Files to Production - Retirees	11/9/2023	11/13/2023
Load COBRA Conversion File to Production (Optional) - Retirees	11/13/2023	11/14/2023
RETIRES LIVE for Ongoing Administration	1/2/2024	1/2/2024

Exhibit 03 - Alight Sample Test Plan



Client Acceptance Testing

Note: This attachment contains trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

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About This Material

Purpose

The purpose of acceptance testing is to verify that the product performs according to the desired requirements. This plan outlines when, where and how acceptance testing will take place and who will be involved. In general, acceptance testing will occur at the end of the client-specific setup and testing window, at least 2-3 weeks prior to Open Enrollment live date.

The Client will be reviewing the Manager Self-Service website and Alight Worklife in order to validate the following:

- System parameters are in accordance with client's requirements
- Cursory review of conversion data to confirm validity
- General site functionality
- Enrollment data results

Client Acceptance Testing

Objectives

The purpose of the review is to ensure that the main features of the system function according to Client's expectations. This review is intended to address the following objectives:

- High-level client review of the features of the Manager Self-Service website for purposes of familiarization (if no MSS training has occurred)
- High-level client review of the features of Alight Worklife for purposes of familiarization
- Ensure that the information, eligibility and rates presented for a person are correct based on current data

Client Acceptance Testing Process

The Client Acceptance Testing process is not intended to be a full review of all aspects of the system. The Client will be supplied with a sample population from each group in which there are distinct benefit differences (e.g. eligibility groups or rates). The process for acceptance testing will include the following steps:

- Enrollment Flow—One OE case per eligibility group to be provided. Test cases to be split between client testers. VIP list to be used as needed.
- Work Events—Client specific scenarios to be provided. Only events will be tested, not all eligibility groups with all events. Test cases to be provided.
- Life Events—Client specific scenarios to be provided. Only events will be tested, not all eligibility groups with all events. Test cases to be provided.

Standard Scenarios

Alight provides each tester with a detailed list of scenarios in order to ensure that each participant will have a clear understanding on what needs to be tested in all cases.

Verify the basic screens in MSS (client should do a review of some test cases to confirm all data has converted but won't need to review all data on all test cases)

- Using Advanced Search
- Personal Data
- Employment Data
- Dependent Information

Verify the following during Employee Enrollment:

- Correct plans are offered for an eligibility group
- Before/After tax costs and coverages
 - Alight has triple checked the rates in the system match expectations, testers should review rates and surcharges are working as expected
 - Life/Disability—Client will review that current calculations match expected results
- Correct tiers are offered
- Applicable plans may be waived
- EOI and plan dependencies

Verify the content and appearance of Portal

- Home Page
- Top Menu
- Life Events
- Summary Plan Descriptions (SPD)
- Summary of Benefits Coverage (SBC)

Shown below are the standard scenarios that can be tested for every event:

- The system triggers the correct enrollment window
- Plans are added/termed based on change in eligibility or election
- The effective dates are correct based on change
- The client specified events listed in Portal
- The employee can access the Web Enroller for specified plan changes, depending on the requirements of the event
- Dependents are able to be added/not added correctly to coverage
- The rates per pay period are displayed correctly
- The plan elections are saved
- The enrollment window closes after specified enrollment window period

Here are the standard event specific scenarios that can be tested:

Work Events

Gain and Loss Events

- The system saves change of employee moving from one eligibility group or service area to another
- New benefits start on the correct dates and benefits terminating have correct expiration date

Pay site Change

- The system saves the adjustment to the employee's pay site

Life Events

- The employee can view and process only client approved employee initiated events.
- The employee can begin the specified client events

Administrative Event

- Client designated personnel can process an administrative event

Client Specified—Scenarios to Test

Below is a list of client specific items to be included in the test plan.

Scenario	Notes/Comments

The Test Environment

While Alight strives to maintain a stable and reliable test environment, the development environments do experience downtime and instability from time to time. Alight cannot necessarily predict when issues will arise or the length of time of an outage.

Issue Resolution

As many parties are involved in the review and in the completion of site development, it is critical that a defined protocol be used with regard to resolution of issues. Alight has documented the issue resolution process below and included the following:

- Format for Providing Feedback
- Resolution Process
- Helpful Hints

Format for Providing Feedback

Alight has developed an Issue Tracker for recording issues found as part of the review. The Client should use this to record any comments or issues and include the following:

- The Employee ID of the participant on which the error was encountered
- The name of the person reporting the issue
- The title of the webpage
- A description of the problem that gives a detailed account of what they are encountering. The Client should indicate if it is a problem requiring a fix, or a comment/suggestion for the future.
- Screen shots (there is a tab for this within the Issue Tracker)

Resolution Process

- Alight intends to make necessary changes prior to the enrollment date. Any issues identified should be communicated as soon as possible to ensure that it can be reviewed in a timely manner.
- During the eCAT cycle, Alight will periodically request issue trackers be sent to one contact so that they can be combined and documented
- It is important that Alight addresses issues in a priority order. Alight will work with the Client Testing Lead to assign priority to issues to resolve them as soon as possible.

Appendix

Site Review Materials

Materials	Purpose
Known Open Issues	To provide a list of known issues that are being resolved
Test Plan	To provide testing instructions
Issue Tracker	To track issues and retesting process

Known Open Issues

Alight will provide a list of outstanding issues or items upon the start of eCAT.

Accessing the Site

To access the site, enter the following information exactly as indicated below. All text is case sensitive:

URL:	TBD
User ID:	Provided via email
Password:	Provided via email
Password Update:	After logging in for the first time, the system will prompt you to select a unique password. This is for the test environment only.
Password Rules:	Must be between 8–12 characters No special characters or spaces Passwords are case sensitive May not include complete first name or complete last name

● Exhibit 04 - Alight Data Protection Agreement



DATA PROTECTION AGREEMENT

This Data Protection Agreement (this “DPA”), effective as of [DATE] (the “Effective Date”), is by and between [CLIENT NAME] (“Client”), and Alight Solutions LLC (“Alight” and, together with Client, each a “Party” and collectively the “Parties”). This DPA is entered into in connection with services to be provided by Alight to Client (“Services”) under that certain Framework Services Agreement, effective as of [DATE], by and between the Parties (the “FSA”), pursuant to which Alight may be required to process Personal Information (as defined below). In consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions.

1.1. “Data Protection Laws” means all applicable laws and regulations regarding privacy, security or data protection, including the California Consumer Privacy Act of 2018 (“CCPA”), the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the EU General Data Protection Regulation 2016/679 (“GDPR”), the Gramm-Leach-Bliley Act (“GLBA”), the UK Data Protection Act of 2018 and the New York Department of Financial Services Regulations, as any are amended, repealed or replaced.

1.2. “Data Subject” means, with respect to any Personal Information, the subject of such Personal Information.

1.3. “Personal Information” means any information processed by or on behalf of Alight for Client in connection with the FSA that (a) relates to an identified or identifiable natural person, where an identifiable natural person is one who can be identified, directly or indirectly, from such information alone or in combination with other information processed by or on behalf of Alight, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person or (b) is otherwise protected under the Data Protection Laws.

1.4. “Processing” means (a) any operation or set of operations that are performed on Personal Information or on sets of Personal Information, whether or not by automated means, including collection, storage, adaptation or alteration, retrieval, use, disclosure, erasure or destruction, and (b) any other activity involving Personal Information included in the definition of “processing” under Data Protections Laws.

1.5. “Restricted Transfer” means a transfer of Personal Information from the European Union (“EU”) or the European Economic Area (“EEA”) or Switzerland to any third country not recognized by the European Commission as providing an adequate level of protection.

1.6. “Standard Contractual Clauses” or “SCCs” means EU standard contractual clauses for the transfer of personal data from the EEA to third countries, or any successor documents or transfer mechanisms. As of the Effective Date, a reference to the SCCs means the controller-processor version (Commission Implementing Decision (EU) 2021/914 of 4 June 2021).

1.7. “Subprocessor” means any person (other than an employee), including Alight’s affiliates, appointed by or on behalf of Alight to Process Personal Information on behalf of Client.

Section 2. Processing Personal Information.

2.1. Instructions; Limits on Use. Client hereby appoints and instructs Alight to Process Personal Information for the purpose of performing the Services and otherwise complying with any of its obligations or asserting any of its rights under the FSA, this DPA and any applicable SOW, complying with applicable law and complying with any other instruction provided by or on behalf of Client (the “Purpose”). Alight shall only retain, use, disclose or otherwise Process Personal Information for the Purpose. Without limiting the foregoing, Alight shall not sell Personal Information in violation of Data Protection Laws. Client shall ensure that its instructions to Alight comply with Data Protection Laws. Alight shall immediately notify Client if, in its opinion, an instruction provided by or on behalf of Client violates any Data Protection Law. Alight certifies that it understands and will comply with the limits on use as set forth in this Section. Client represents and warrants to Alight that



any Personal Information disclosed to Alight by or on behalf of Client is provided to Alight for a “Business Purpose” (as defined under CCPA) and that Client does not and shall not sell Personal Information to Alight.

2.2. Limits on Disclosure. Alight shall not disclose any Personal Information to any third party except as necessary to fulfill the Purpose and otherwise in accordance with this DPA. If Alight or any of its representatives is requested or required to disclose or otherwise Process any Personal Information by law or legal process, then Alight shall (if permitted by law) promptly notify Client and reasonably cooperate (at Client’s expense) in Client’s efforts to obtain an appropriate protective order or other remedy.

2.3. Compliance with Data Protection Laws. Each Party shall comply with its obligations under Data Protection Laws. Alight shall provide reasonable assistance to Client with meeting its obligations under Data Protection Laws in relation to the Processing of Personal Information, taking into account the nature of Alight’s Processing and the information available to Alight.

2.4. Data Subject Rights. Alight shall promptly notify Client if it receives any request from a Data Subject asserting rights under Data Protection Laws with respect to their Personal Information. Alight will not respond to any such request except on the instructions of Client or as required by Data Protection Laws, in which case Alight shall to the extent permitted by such Data Protection Laws inform Client of such requirement prior to such response. Alight will provide Client with reasonable assistance in its efforts to fulfill its obligations to respond to such requests, including by providing access to or information about, deleting or modifying the relevant Personal Information, in each case, to the extent required under and in accordance with Data Protection Laws. If Alight is unable to provide any such assistance for reasons permitted under Data Protection Laws, Alight shall promptly notify Client of such fact and shall provide such assistance promptly after the reasons for not doing so have expired.

2.5. Return and Destruction. Upon written request of Client following termination or expiration of the FSA, Alight shall, and shall require its Subprocessors to, (a) return a complete copy of all Personal Information to Client by secure file transfer in Alight’s customary format and (b) delete or render permanently anonymous all other copies of Personal Information. Alight shall comply with any such written request within 20 business days. Alight and its Subprocessors may retain Personal Information as necessary to fulfill the Purpose and comply with applicable law, in which case the terms of this DPA shall continue to apply to such Personal Information for so long as it is retained.

2.6. Recordkeeping. Alight shall keep accurate and up-to-date records regarding any Processing of Personal Information, including (a) records regarding access to and security of the Personal Information, the purposes and categories of Processing the Personal Information and its Subprocessors and (b) any other records as required by Data Protection Laws.

2.7. Employees. Personal Information shall only be accessed by Alight employees who require such access to assist Alight in connection with the Purpose. Unless otherwise restricted by applicable local laws, Alight requires all new employees be subjected to a comprehensive pre-employment background check in accordance with local laws and customs. Alight requires that agreements that include non-disclosure / confidentiality provisions be signed by all new employees. Alight provides employees with periodic data security and privacy training.

2.8. Subprocessors. Client generally authorizes Alight to appoint Subprocessors to support performance of the Services. Alight will list its Subprocessors at <https://splist.alight.com/sites/SPLList/pages/Home.aspx>. This website will allow Client to sign up to receive email notifications of any change in the list of Subprocessors. Alight shall work with Client in good faith to make available materials evidencing any Subprocessor’s ability to provide the level or protection of Personal Information required by this DPA. Alight shall remain responsible for the use, disclosure or other Processing of Personal Information by any of its Subprocessors to the same extent as if such use, disclosure or other Processing was by Alight. Before any Subprocessor Processes Personal Information, Alight will carry out adequate due diligence to determine that such Subprocessor is capable of providing the level of protection of Personal Information required by this DPA. The arrangement between Alight and each Subprocessor will be governed by a written contract that contains requirements that are consistent and no less stringent than those that apply to Alight under this DPA. Alight represents that it maintains a vendor security program that assesses Subprocessors’ compliance with such contracts. Upon Client’s written request, Alight shall make a summary of Subprocessor data protection terms available to Client.



2.9. Data Protection Impact Assessment and Prior Consultation. Alight shall provide reasonable assistance to Client with any data protection impact assessments, and prior consultations with supervising authorities or other competent data privacy authorities, which Client reasonably considers to be required by the Data Protection Laws, in each case solely in relation to Processing of Personal Information by, and taking into account the nature of the Processing and information available to, Alight.

Section 3. Security Measures and Policies. Alight shall implement and maintain appropriate physical, technical, organizational and administrative measures reasonably designed to protect against the unauthorized destruction, loss, access to or alteration of Personal Information, including the security measures in **Exhibit A** attached hereto and incorporated herein. The security measures implemented by Alight to protect Personal Information shall be consistent and no less stringent than what is required under Data Protection Laws. Alight shall implement and maintain written privacy and information security policies consistent with industry standards.

Section 4. Data Security Incident Notification and Response.

4.1. Alight shall notify Client without undue delay and in accordance with the requirements of applicable Data Protection Laws of any confirmed or reasonably suspected breach of security by Alight or any of its Subprocessors leading to the unlawful or unauthorized access, alteration, destruction, disclosure or loss of Personal Information (a “**Data Security Incident**”).

4.2. In the event of a Data Security Incident, Alight shall take reasonable and appropriate measures to (a) investigate the impact of such Data Security Incident, (b) identify the root cause of such Data Security Incident, (c) remedy the Data Security Incident and (d) prevent a reoccurrence of such Data Security Incident.

4.3. Alight will provide Client without undue delay information regarding the nature and consequences of the Data Security Incident, to the extent known by Alight, including any such information necessary to allow Client to notify relevant parties in accordance with Data Protection Laws.

Section 5. Audits. Client may, at its own expense and upon reasonable advance notice to Alight, audit Alight’s books, records and other documents to the extent necessary to verify Alight’s compliance with the terms of this DPA; provided that Client may not exercise its audit rights hereunder more than one time in any calendar year (unless otherwise required by law or in connection with any audit initiated by a governmental entity having jurisdiction over Client). Each such audit shall occur during normal business hours and shall not unreasonably interfere with Alight’s normal business operations, and Alight shall not be required to disclose or otherwise provide access to any information the disclosure of which would cause Alight to violate any confidentiality obligation or applicable law. Client may engage a third party to conduct any such audit so long as such third party is not a competitor of Alight and enters into a confidentiality agreement reasonably acceptable to Alight. Audits under this DPA shall be subject to any additional terms and conditions regarding audits in the FSA or any applicable SOW.

Section 6. HIPAA. If any “protected health information” (as defined under HIPAA) is created, received, maintained or transmitted by or on behalf of Alight for Client, then Alight and Client shall execute a HIPAA business associate agreement.

Section 7. Details of Processing. Certain information regarding Alight’s Processing of Personal Information required by Article 28(3) of GDPR is set forth in **Exhibit B** attached hereto and incorporated herein. Client may make reasonable amendments to **Exhibit B** by notice to Alight from time to time as Client reasonably considers necessary to meet such requirements. Nothing in **Exhibit B** confers any right or imposes any obligation on any Party.

Section 8. Restricted Transfers. If the Parties anticipate a Restricted Transfer, Client and Alight hereby enter into the SCCs with Client as Data Exporter and Alight as Data Importer. The SCCs shall come into effect on the commencement of the Restricted Transfer and shall be incorporated into this DPA. In the event of any conflict or inconsistency between this DPA and the SCCs, the SCCs shall prevail. The Parties confirm that **Exhibit B** shall be deemed Annex 1 to the SCCs and that the security measures taken set forth in **Exhibit A** shall be deemed to be Annex 2 of the SCCs. The Parties agree that the optional wording on liability contained in the form of Appendix 2 of the SCCs shall not apply.



Section 9. Client Affiliates. The terms of this DPA shall apply equally to any Personal Information Processed by or on behalf of Alight for any Client affiliate. Client represents and warrants that it is and will at all relevant times remain duly and effectively authorized to enter into this DPA and perform all of its obligations hereunder on behalf of each such Client affiliate. Client shall at all times be liable for Client's affiliates' compliance with this DPA and all acts and omissions by Client's affiliates receiving Services under the Agreement are deemed acts and omissions of Client.

Section 10. Client Obligations. If Client directs Alight to provide Personal Information to any Client vendor or other representative (other than Alight), Client shall be responsible for the acts and omissions of such vendor or other representative with respect thereto. Client shall obtain any licenses, authorizations, approvals and consents required for Alight to access, use or otherwise Process any Personal Information provided or otherwise made available to Alight by or on behalf of Client or any employee or other person that is an end user of the Services. Client remains responsible for ensuring that its retention, use, disclosure or other Processing of Personal Information complies with its policies and practices and the laws applicable thereto.

Section 11. Term; Effect of Termination. The term of this DPA shall begin on the Effective Date and shall continue for so long as the FSA remains in effect or Alight or any of its Subprocessors retains any Personal Information. The rights and obligations of the Parties which, by their nature, should survive termination or expiration of this DPA, shall survive such termination or expiration.

Section 12. Miscellaneous.

12.1. Entire Agreement. This DPA is an amendment to, and shall be deemed incorporated into and a part of, the FSA. Except as expressly provided in this DPA, all of the terms and provisions of the FSA are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. This DPA, together with the FSA, constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and thereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. For the avoidance of doubt, all claims and liabilities arising from or related to this DPA shall be brought under and subject to the terms of the FSA, including any provisions therein regarding indemnification, limitation of liability, dispute resolution, choice of law or choice of forum.

12.2. Severability. If any provision of this DPA, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this DPA and such provision as applied to other persons, places or circumstances shall remain in full force and effect and such invalid, void or unenforceable provision shall be enforced to the fullest extent permitted by law.

12.3. Amendment; Waiver. The Parties agree to take such reasonable actions as are necessary to amend this DPA from time to time as is necessary for the Parties to comply with Data Protection Laws. This DPA may not be amended or otherwise modified unless such amendment or modification is set forth in writing, identified as amendment or modification of this DPA and signed by an authorized representative of each of the Parties. No provision of this DPA may be waived unless such waiver is set forth in writing, identified as a waiver of this DPA and signed by an authorized representative of the waiving Party. Except as otherwise provided in this DPA, no failure or delay by a Party in exercising any right under this DPA shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.

12.4. Assignment. Neither Party may assign this DPA or any of its rights herein without the prior written consent of the non-assigning Party and any purported assignment without such consent shall be void and unenforceable; provided that each Party may, without obtaining such consent, assign this DPA as part of an assignment pursuant to and in accordance with the FSA.

12.5. No Third Party Beneficiaries. This DPA shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this DPA.



12.6. Relationship of the Parties. The relationship between the Parties is that of independent contractors and this DPA will not establish any agency, partnership, joint venture, fiduciary, franchise or employment relationship between the Parties (or between one Party and a representatives of the other Party). Neither Party by virtue of this DPA shall have any right, power or authority, express or implied, to bind the other Party.

12.7. Force Majeure; Excused Performance. Notwithstanding anything to the contrary in this DPA, Alight shall not be liable for, nor be deemed to be in breach of this DPA as a result of, any failure to comply with its obligations hereunder or any other act or omission attributable to (a) any failure by Client to comply with its obligations hereunder or under Data Protection Laws, (b) any act or omission of any vendor or other representative of Client (other than Alight and its Subprocessors) or (c) any act of God or other act or circumstance beyond the reasonable control of Alight; provided that nothing in this Section shall limit or otherwise affect Alight's obligation to execute its business continuity and disaster recovery program. Each of the Parties shall use commercially reasonable efforts to mitigate the effects of any of the foregoing circumstances.

12.8. Counterparts. This DPA may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts shall constitute one and the same instrument. This DPA may be executed and delivered electronically.

12.9. Interpretation. Any ambiguity in this DPA shall be resolved in favor of a meaning that permits both Parties to comply with Data Protection Laws. Unless the express context otherwise requires, the words "hereof", "herein", "hereunder" and words of similar import refer to this DPA as a whole and not to any particular provision of this DPA, references to a specific section refer to the sections in this DPA unless otherwise expressly provided and the words "include", "including" and words of similar import shall be deemed to be followed by the words "without limitation". The captions or headings in this DPA are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this DPA.

12.10. Notices. All notices under this DPA to Alight shall be sent to legalrequests@alight.com. All notices under this DPA to Client shall be sent to **[INSERT CLIENT EMAIL]**.

* * * * *



IN WITNESS WHEREOF, the Parties have caused this DPA to be duly executed as of the Effective Date.

[CLIENT NAME]

ALIGHT SOLUTIONS LLC

By: _____

Name:

Title:

By: _____

Name:

Title:



Exhibit A – Security Measures

1. **Physical Security.** Alight maintains security controls for entry points, holding areas, telecommunications areas and cabling areas that contain information processing systems or media containing Personal Information. Security controls include:
 - a. Access control and restriction by use of a defined security perimeter, appropriate security barriers, security cameras, entry controls and authentication controls, and maintenance of access logs for a period of time specified by law or policy;
 - b. Where Alight ID cards are deployed, a requirement for all personnel, vendors, contractors and visitors to wear some form of visible identification to identify themselves as employees, contractors, vendors or visitors;
 - c. A clear desk/clear screen policy;
 - d. An automatic idle-lock for unattended equipment;
 - e. A requirement for visitors to Alight's premises to be escorted at all times; and
 - f. Where technically feasible and commercially reasonable, cameras and CCTVs.
2. **Business Continuity and Disaster Recovery.** Alight maintains the following business continuity controls and safeguards:
 - a. Business continuity and disaster recovery program is based on generally accepted industry practices designed to reduce the effects of a significant disruption in Alight's operations;
 - b. Business continuity and disaster recovery programs are tested at least annually;
 - c. Backups of Alight systems and software used in the delivery of Services are replicated to its disaster recovery facility so that recovery can take place when there is a disaster; and
 - d. Data is replicated to its disaster recovery facility, providing a scheduled point in time backup of the data to ensure integrity.
3. **Network Security Controls.** Alight maintains the following network security controls and safeguards:
 - a. Defense-in-depth design with perimeter routers, network switches and firewall devices and default deny-all policy to protect internet presence;
 - b. Least privilege and authenticated access for network users and equipment;
 - c. Control of internet access by proxies;
 - d. Two-factor authentication for remote access with a non-reusable password;
 - e. Intrusion detection system to monitor and respond to potential intrusions;
 - f. Real-time network event logging and investigation using a security information event management tool;
 - g. Content filtering and website blocking using approved lists;
 - h. Limitations on wireless access to the network;
 - i. Policies and standards for wireless network devices;
 - j. Prohibitions on bridging of wireless and other networks, including the corporate network; and
 - k. Detection and disassociation of rogue wireless access points.
4. **Platform Security Controls.** Alight maintains the following platform security controls and safeguards:
 - a. Maintenance of configuration/hardening standards;
 - b. Control of changes through an internal change control process;
 - c. Prohibition on installing unauthorized hardware and software;
 - d. Where technically feasible, automatic session timeouts after periods of inactivity;
 - e. Removal of vendor-supplied defaults (accounts, passwords and roles) during installation;
 - f. Removal of services and devices that are not required by valid business needs;



- g. Use of an anti-virus program with timely updates;
 - h. Non-privileged account access on workstations and laptops;
 - i. Full disk encryption and active firewall installation on laptops;
 - j. Development and test platforms will be segregated from operational platforms used in providing the Services;
 - k. Development tools such as compilers, assemblers, editors and other general-purpose utilities within the production environment will not be permitted unless expressly required for the delivery of the Services, in which case access is restricted; and
 - l. Software and hardware used in the delivery of the Services will be updated in line with industry standards, vendor support and security guidelines.
5. **Application Security Controls.** Alight maintains the following application security controls and safeguards:
- a. Defense-in-depth with the use of n-tier architecture for separation and protection of data;
 - b. A secure software development life cycle (SSDLC) for application development that includes training, development, testing and ongoing assessments;
 - c. Documentation, review, testing and approval before changes are implemented into production;
 - d. Identification, testing and remediation of application vulnerabilities and patches in a timely manner; and
 - e. A prohibition on using production data in development and testing environments.
6. **Data and Asset Management.** Alight maintains the following data and asset management security controls and safeguards:
- a. Technical, administrative and physical safeguards;
 - b. Regular backups and storage of Personal Information;
 - c. Encryption of Personal Information transmitted over public networks and on removable media;
 - d. Use of a data loss prevention tool for end point data transfer activities involving social security numbers or other national identification numbers;
 - e. Use of an inventory program to control the installation, ownership and movement of hardware, software and communications equipment;
 - f. Encryption, sanitization, destruction, or purging of all physical media containing Personal Information leaving Alight's custody to ensure that residual magnetic, optical, electrical or other representation of data has been deleted, and is not recoverable; and
 - g. Logical separation of Personal Information of an Alight client from other Alight clients.
7. **Access Control and Management.** Alight maintains the following access control and management security controls and safeguards:
- a. Monitoring and logging access and use of the Alight systems that contain Personal Information, including logging of access attempts to the Alight systems that contain Personal Information;
 - b. Periodic review and validation of role-based access to Personal Information and prompt removal of unnecessary access;
 - c. Unique logon ID and passwords;
 - d. Strong passwords with minimum length, complexity and expiration requirements;
 - e. Disabling access after a limited number of failed login attempts; and
 - f. Rejection of previously used passwords.
8. **Risk Management.** Alight maintains the following risk management controls and safeguards:
- a. An information security risk management system aligned to The Standard of Good Practice for Information Security (Information Security Forum);
 - b. A cycle of risk assessments of critical assets, the frequency of which are dependent on the number of residual risks identified at each site;



- c. Risk analysis is documented using standardized risk assessment templates; and
 - d. Risk management activities are established when risks are defined and agreed with the asset owners.
9. **Vulnerability and Patch Management.** Alight takes the following measures designed to identify and mitigate vulnerabilities that threaten Alight’s ability to enforce the confidentiality, integrity, and availability of Personal Information:
- a. A vulnerability monitoring process that provides alerts or notifications of new fixes available, and the resulting timeframe for remediation;
 - b. Regular scanning to identify and remediate vulnerabilities promptly;
 - c. Classification of vulnerabilities based on severity to allow for remediation based on predetermined service level expectations; and
 - d. Penetration tests on applicable Alight environments, including perimeter vulnerability testing, internal infrastructure vulnerability testing and application testing.

* * * * *



Exhibit B – Details of Processing

Processing Operations

The Processing operations to be carried out under this DPA are as follows: The Personal Information received on behalf of Client will be used for performing Services under the FSA (e.g., payroll and other business process outsourcing services, benefits-related services, software consulting and related activities) and may include:

- providing data processing software, equipment, and services through various tools, applications and vendors;
- storing Personal Information;
- preventing unauthorized access to or modification of Personal Information (and other non-Personal Information);
- programing, printing and assembling, reviewing, and modifying statements as directed by Client;
- communicating with data subjects in connection with services provided to Client; and
- providing reference materials as requested by Client.

The purpose of the processing operations above is to provide the Services in accordance with the FSA.

Data Subjects

The Personal Information to be Processed by Alight on behalf of Client concern the following categories of data subjects: current, former and/or prospective directors, employees and other representatives of Client and Client’s affiliates.

Categories of Personal Information to be Processed

The Personal Information processed by Alight comprise of the following categories:

HR/Employee data: that may include: full name; employee identification number; contact information (including home and work address, home and work telephone numbers, mobile telephone numbers, web address data, home and work email address); marital status; citizenship information; date of birth; gender; drivers’ license information; national and governmental identification information; financial information (including salary and account balances); benefit program information (including benefit elections, beneficiary information, claims information, benefit plan account numbers and balances, and date of retirement); payroll information; professional or employment information (including date of hire, employment status, pay history, tax withholding information, performance records, leave information, and date of termination); and such other personal information that may be transferred from (or on behalf of) Client to Alight for performing services for Client.

Related persons’ data: may include but not limited to: name, date of birth, gender and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers).

Special categories of Personal Information

The Personal Information processed by Alight may include sensitive personal data including information about racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life, health, genetic, biometrics or medical records, or/and criminal records.

* * * * *

Exhibit 05 - Alight BAA



Note: This attachment contains trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “**BAA**”), effective as of [DATE] (the “**Effective Date**”), is by and between [CLIENT NAME] (“**Client**”), on behalf of itself and its group health plan(s) (each such group health plan, a “**Covered Entity**”), and Alight Solutions LLC (“**Business Associate**” and, together with Client and each Covered Entity, each a “**Party**” and collectively the “**Parties**”). This BAA is intended to facilitate compliance with HIPAA Laws (as defined below) with respect to any PHI (as defined below) that Business Associate may create, receive, maintain or transmit in connection with the functions, activities and services that Business Associate performs for Client under that certain Master Services Agreement, effective as of [DATE], by and between Client and Business Associate (the “**MSA**”). In consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Definitions.

1.1. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto under HIPAA Laws, including the following terms: Authorization; Breach; Data Aggregation; Designated Record Set; Individual; Required By Law; Secretary; Security Incident; and Subcontractor. The terms “use”, “disclose” and “discovery”, and derivations thereof, although not capitalized, shall also have the meanings ascribed thereto under HIPAA Laws.

1.2. “**HIPAA Laws**” means (a) the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), (b) the privacy standards at 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the “**Privacy Rule**”), (c) the security standards at 45 C.F.R. Parts 160 and 162 and Subparts A and C of Part 164 (the “**Security Rule**”), (d) the notification standards at 45 C.F.R. Subpart D of Part 164 (the “**Notification Rule**”) and (e) Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. No. 111-5, and its implementing regulations (the “**HITECH Act**”) and the regulations promulgated thereunder, including the HIPAA omnibus final rule. Any reference herein to a section of the Code of Federal Regulations, the Privacy Rule, the Security Rule or any other section of HIPAA Laws means such section, as amended from time to time.

1.3. “**PHI**” means “protected health information”, “**ePHI**” means “electronic protected health information” and “**Unsecured PHI**” means “unsecured protected health information”, in each case, as defined under the HIPAA Laws but only to the extent created, received, maintained or transmitted by Business Associate on behalf of Covered Entity. For the avoidance of doubt, PHI, ePHI and Unsecured PHI shall not include “employment records” as provided under HIPAA Laws.

Section 2. Obligations of Business Associate.

2.1. Permissible Uses and Disclosures. Business Associate agrees to not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.

2.2. Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI by Business Associate other than as provided for by this BAA. Business Associate agrees to implement administrative, physical and technical safeguards, and policies and procedures, to reasonably and appropriately protect the confidentiality, integrity and availability of ePHI as required by the Security Rule.

2.3. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of this BAA.



2.4. Reporting Impermissible Uses and Disclosures. Business Associate agrees to report to Covered Entity any use or disclosure of PHI by Business Associate not permitted or required by this BAA of which Business Associate becomes aware.

2.5. Reporting Security Incidents. Business Associate agrees to report to Covered Entity any Security Incident of which Business Associate becomes aware. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Security Incidents that do not result in unauthorized access, use or disclosure of PHI (including pings and other broadcast attacks on Business Associate's firewall, port scans, denial-of-service attacks or any combination of the above) for which further notice shall not be required.

2.6. Reporting Breaches. Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 5 days after discovery of such Breach. Any such report shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during such Breach. In addition, Business Associate agrees to provide any other available information with respect to any such Breach that is reasonably requested by Covered Entity for purposes of providing notification to affected Individuals as required under the Notification Rule, including, to the extent possible, the date of such Breach, the date of discovery of such Breach, the types of Unsecured PHI involved in such Breach and a brief description of what Business Associate is doing to investigate such Breach, to mitigate harm to affected Individuals and to protect against any such further Breaches.

2.7. Subcontractors. Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate agrees to the same or substantially similar restrictions and conditions that apply to Business Associate under this BAA with respect to such PHI.

2.8. Governmental Audits. Business Associate agrees to make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. Covered Entity agrees to notify Business Associate in writing within 10 days of receiving any such request from the Secretary.

2.9. Accounting of Disclosures. Business Associate agrees to maintain information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures pursuant to 45 C.F.R. § 164.528. Upon written request by Covered Entity, Business Associate agrees to make available, within 45 days of receiving such written request, any such information to Covered Entity (or, at Covered Entity's direction, the applicable Individual) to the extent necessary for Covered Entity to comply with its obligations under 45 C.F.R. § 164.528. If Business Associate receives a request from an Individual for an accounting of disclosures of PHI pursuant to 45 C.F.R. § 164.528, Business Associate agrees to promptly notify Covered Entity of such request and, unless otherwise directed by Covered Entity, to make available to such Individual, within 60 days of receiving such request, the information regarding such accounting in its possession in accordance with such request and HIPAA Laws. For the avoidance of doubt, if, during the period covered by any accounting, Business Associate has made multiple disclosures to the same person or entity (including a Covered Entity) for a single purpose, Business Associate may provide Covered Entity or the Individual (as applicable) (a) the information required by 45 C.F.R. § 164.528(b)(2) for the first such disclosure, (b) the frequency, periodicity or number of such disclosures and (c) the date of the last such disclosure.

2.10. Access to PHI. Upon written request by Covered Entity, Business Associate agrees to make available, within 20 days of receiving such written request, any PHI in its possession that is contained in a Designated Record Set to Covered Entity (or, at Covered Entity's direction, the applicable Individual) to the extent necessary for Covered Entity to comply with its obligations under 45 C.F.R. § 164.524. If Business Associate receives a request from an Individual to make PHI available pursuant to 45 C.F.R. § 164.524, Business Associate agrees to promptly notify Covered Entity of such request and, unless otherwise directed by Covered Entity, to make available to such



Individual, within 30 days of receiving such request, any PHI in its possession that is contained in a Designated Record Set for such Individual in accordance with such request and HIPAA Laws.

2.11. Amending PHI. Upon written request by Covered Entity, Business Associate agrees to amend, within 45 days of receiving such written request, any PHI in its possession that is contained in a Designated Record Set to the extent necessary for Covered Entity to comply with its obligations under 45 C.F.R. § 164.526. If Business Associate receives a request from an Individual to amend PHI pursuant to 45 C.F.R. § 164.526, Business Associate agrees to promptly notify Covered Entity of such request and, unless otherwise directed by Covered Entity, to amend, within 60 days of receiving such request, any PHI in its possession that is contained in a Designated Record Set for such Individual in accordance with such request and HIPAA Laws; provided that, if such Individual requests that Business Associate make an amendment that Business Associate is not permitted to make pursuant to the terms of the MSA, then Business Associate shall refer such Individual to the Covered Entity.

2.12. Minimum Necessary. When using or disclosing PHI or when requesting PHI, Business Associate agrees to make reasonable efforts to limit such PHI to the minimum necessary to accomplish the intended purpose of such use, disclosure or request as required by 45 C.F.R. § 164.502(b). Business Associate will determine what constitutes the minimum necessary to accomplish the intended purpose of such use, disclosure or request in accordance with the relevant provisions of HIPAA Laws (including 45 C.F.R. § 164.514(d)) and related guidance issued by the Secretary.

2.13. Covered Entity's Obligations. To the extent Business Associate is to carry out Covered Entity's obligation under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

Section 3. Permitted Uses and Disclosures by Business Associate.

3.1. Business Associate may use or disclose PHI (a) as permitted or required by the MSA provided that such use or disclosure would not violate the requirements of the Privacy Rule if done by Covered Entity or Client, on behalf of Covered Entity, (b) as permitted or required by this BAA, (c) as Required by Law or (d) as otherwise directed by Covered Entity or Client, on behalf of Covered Entity.

3.2. Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

3.3. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if such disclosures are (a) Required by Law or (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such person, and such person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.4. Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

3.5. Business Associate may de-identify PHI, provided that the de-identification process conforms to the requirements of 45 C.F.R. § 164.514(b).

3.6. Business Associate may use and disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

Section 4. Obligations of Covered Entity.

4.1. Covered Entity or Client shall notify Business Associate of any limitation(s) in the respective notice of privacy practices that Covered Entity produces in accordance with the Privacy Rule and any changes or limitations



to such notice under 45 C.F.R. § 164.520 to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

4.2. Covered Entity or Client shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI to the extent that such change or revocation may affect Business Associate's use or disclosure of PHI.

4.3. Covered Entity or Client shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI; provided that neither Covered Entity nor Client shall agree to any such restrictions unless legally required to do so.

4.4. Covered Entity or Client shall obtain all Authorizations necessary for any use or disclosure of PHI as contemplated under the MSA.

4.5. Neither Covered Entity nor Client shall request that Business Associate use or disclose PHI in any manner that would not be permissible under HIPAA Laws.

4.6. Client hereby represents and warrants that it has all requisite power and authority to enter into this BAA on behalf of Covered Entity and to perform all of Covered Entity's obligations hereunder.

Section 5. Designated Third Parties. In connection with the MSA, Covered Entity or Client may direct Business Associate to disclose certain PHI to, or receive certain PHI from, certain third parties with whom Covered Entity or Client has a relationship (other than Business Associate's Subcontractors), including third-party administrators, consultants, brokers, auditors, successor administrators or insurers, and stop-loss carriers, and/or data warehouse vendors, and data analytics and/or data integration vendors as applicable ("**Designated Third Parties**"). Covered Entity shall enter into and maintain an appropriate business associate agreement with each Designated Third Party, and any PHI disclosed by Business Associate to, or otherwise held by, any such Designated Third Party, shall be governed by the terms of such business associate agreement (or any other applicable agreement between Covered Entity or Client and such Designated Third Party). Business Associate shall not have any liability for the acts or omissions of any Designated Third Party.

Section 6. Term and Termination.

6.1. Term; Effect of Termination. The term of this BAA shall commence as of the Effective Date and shall continue until the earlier of (a) the termination of the MSA in accordance with the terms thereof and (b) the termination of this BAA for cause in accordance with the terms hereof; provided that this BAA shall terminate as to any Covered Entity upon termination of such Covered Entity by Client. The rights and obligations of the Parties which, by their nature, should survive termination or expiration of this BAA, shall survive such termination or expiration.

6.2. Termination for Cause. Upon Covered Entity's or Business Associate's knowledge of a material breach of this BAA by the other Party, the non-breaching Party shall notify the breaching Party of such material breach. If such material breach is not cured within 60 days of the breaching Party's receipt of such notice (or within such longer period as the non-breaching Party may agree), or if cure is not possible, the non-breaching Party may terminate this BAA and the related portion of the MSA upon written notice to the breaching Party. If termination is not feasible, the non-breaching party may report the breach to the Secretary in accordance with 45 C.F.R 164.504(e)(1)(ii).

6.3. Obligations Upon Termination. Upon termination of this BAA for any reason, Business Associate shall return or destroy all PHI that Business Associate still maintains in any form and retain no copies of such information; provided that, if Business Associate determines that the return or destruction of any PHI is not feasible (e.g., because such PHI is necessary for its proper management and administration or to carry out its legal responsibilities), Business Associate may retain such PHI, in which case Business Associate shall continue to apply



the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI infeasible, for so long as Business Associate maintains such PHI.

Section 7. Miscellaneous.

7.1. Entire Agreement. This BAA is an amendment to, and shall be deemed incorporated into and a part of, the MSA. Except as expressly provided in this BAA, all of the terms and provisions of the MSA are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. This BAA, together with the MSA, constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and thereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. For the avoidance of doubt, all claims and liabilities arising from or related to this BAA shall be brought under and subject to the terms of the MSA, including any provisions therein regarding indemnification, limitation of liability, dispute resolution, choice of law or choice of forum.

7.2. Severability. If any provision of this BAA, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this BAA and such provision as applied to other persons, places or circumstances shall remain in full force and effect and such invalid, void or unenforceable provision shall be enforced to the fullest extent permitted by law.

7.3. Amendment; Waiver. The Parties agree to take such reasonable actions as are necessary to amend this BAA from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA Laws. This BAA may not be amended or otherwise modified unless such amendment or modification is set forth in writing, identified as amendment or modification of this BAA and signed by an authorized representative of each of the Parties. No provision of this BAA may be waived unless such waiver is set forth in writing, identified as a waiver of this BAA and signed by an authorized representative of the waiving Party. Except as otherwise provided in this BAA, no failure or delay by a Party in exercising any right under this BAA shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.

7.4. Assignment. Neither Party may assign this BAA or any of its rights herein without the prior written consent of the non-assigning Party and any purported assignment without such consent shall be void and unenforceable; provided that each Party may, without obtaining such consent, assign this BAA as part of an assignment pursuant to and in accordance with the MSA.

7.5. No Third Party Beneficiaries. This BAA shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this BAA.

7.6. Relationship of the Parties. The relationship between the Parties is that of independent contractors and this BAA will not establish any agency, partnership, joint venture, fiduciary, franchise or employment relationship between the Parties (or between one Party and a representatives of the other Party). Neither Party by virtue of this BAA shall have any right, power or authority, express or implied, to bind the other Party.

7.7. Force Majeure; Excused Performance. Notwithstanding anything to the contrary in this BAA, Business Associate shall not be liable for, nor be deemed to be in breach of this BAA as a result of, any failure to comply with its obligations hereunder or any other act or omission attributable to (a) any failure by Client or Covered Entity to comply with its obligations hereunder or under HIPAA Laws, (b) any act or omission of any Designated Third Party or other vendor or representative of Client or Covered Entity (other than Business Associate and its Subcontractors and other vendors and representatives) or (c) any act of God or other act or circumstance beyond the reasonable control of Business Associate; provided that each of the Parties shall use commercially reasonable efforts to mitigate the effects of any of the foregoing circumstances.



7.8. Counterparts. This BAA may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts shall constitute one and the same instrument. This BAA may be executed and delivered electronically.

7.9. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA Laws. If any use or disclosure of PHI by Business Associate or Client under the MSA would be invalidated by the terms and provisions of this BAA, the terms of the MSA will be interpreted by substituting Covered Entity for Client (where appropriate) in order for such use or disclosure to be valid under this BAA. Unless the express context otherwise requires, the words “hereof”, “herein”, “hereunder” and words of similar import refer to this BAA as a whole and not to any particular provision of this BAA, references to a specific section refer to the sections in this BAA unless otherwise expressly provided and the words “include”, “including” and words of similar import shall be deemed to be followed by the words “without limitation”. The captions or headings in this BAA are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this BAA.

7.10. Notices. Any notice or other communication that is required to be provided to Covered Entity hereunder may be made to Client in accordance with the notice provisions set forth in the MSA.

* * * * *



IN WITNESS WHEREOF, the Parties have caused this BAA to be duly executed as of the Effective Date.

[CLIENT NAME], on behalf of itself and each Covered Entity ALIGHT SOLUTIONS LLC

By: _____

Name:

Title:

By: _____

Name:

Title:

Exhibit 06 - Alight Bid Exceptions

Alight's Base Assumptions for and High-Level Exceptions to Bid Solicitation, Bid #PEI220000001

May 10, 2022

EXCEPTION TO DISCLOSURE: Alight Solutions considers the information within this response to contain "trade secrets" which are exempt from public disclosure under W.Va. Code §29B-1-4(a)(1).

We are including with our proposal a copy of our template services agreement that we suggest serve as the starting point for contract negotiations in the event that we are selected as the winning bidder. The legal contract should contain the scope of services and legal terms and conditions that detail the intent of the general statements in the RFP. Our contract is directly applicable to the services we provide, and we are open to modifying it as appropriate for this deal. In the event that we are selected as the winning bidder, we would like to have a discussion with you about the contracting process and jointly determine the appropriate path forward to reaching an agreement. We are also willing to engage in that discussion with you prior to your selection of the winning bidder in the event that would assist you in your decision-making process. You should expect Alight to employ a very partnering and flexible approach to the contracting and negotiation process.

Alight is deeply committed to protecting the sensitive personal information we receive while providing services to our clients. We have invested considerable time and effort in developing industry-leading data security practices and protocols. Alight provides services to many of the largest and most complex customers in the world, ranging from financial (banking, insurance, and investment) clients, to energy and utility clients, to government clients, to technology clients. These clients demand that our data security programs are kept current and industry-leading. Given our one-to-many business model, our robust security practices and protocols that we've built apply across our entire client base. We recognize that sometimes clients wish to include their own data security and privacy provisions in the contract, however, rather than revising client provisions to align with Alight's infrastructure, we have developed a privacy/security schedule that we will agree to comply with and attach to the final contract. Our security/privacy schedule is included with this Bid Proposal, entitled "*Alight's Commitment to Information Security and Data Privacy*". We are confident that our rigorous security and privacy standards and policies will meet with your approval. However, if you have any unique information security concerns that are not addressed in our program or schedule, we are happy to discuss them at any time during the selection process.

We have reviewed the Bid Solicitation and identified high-level issues/discussion points, which are not meant to be exhaustive. Alight welcomes the opportunity to further discuss contracting in detail and is confident that all issues can be resolved to the parties' mutual satisfaction.

PLEASE NOTE: Although section numbers may be referenced below, those references are merely intended to indicate the location of the primary issue within the Bid Solicitation; Alight's comments extend to other sections of the Bid Solicitation containing the same issue.

BASE ASSUMPTIONS

Number	Assumptions
1	If any of these base assumptions or the assumptions upon which our exceptions are predicated are incorrect, Alight will work with West Virginia during the negotiation stage to seek better clarity such that the parties can jointly determine the impact of any changed assumptions on project feasibility, timeline, and price.
2	No performance bond will be required.
3	Any applicable provisions under any West Virginia public records act or FOIA laws, including any exceptions thereunder, will supersede the terms of conditions of the RFP and the resultant contract. By virtue of submission of this proposal, Alight's rights that it has under the law are not otherwise compromised or impaired. WV Purchasing Division's Policies and Procedures Handbook is consistent with this assumption. Notwithstanding that the resultant proposal will be a public record, open to inspection, the proposal will remain subject to WV trade secrets law as acknowledged by the Handbook.
4	Alight's proposal submission is contingent upon these base assumptions and the associated exceptions listed below. The parties intend to work together in good faith to come to mutual agreement based on their respective positions. Alight's submission of a signed proposal constitutes intent to enter into a resultant contract that is consistent with these assumptions and exceptions, in content and concept. The parties will work together in good faith to negotiate mutually satisfactory terms.
5	Alight's Data Protection Agreement (DPA) template will be utilized as the basis for privacy and security terms. Alight puts in place its standard DPA terms for all clients because security approaches do not differ by client.

EXCEPTIONS

Provision and Section Reference to RFP/PEI220000001	Issues/Discussion Points
<p>Public Disclosure Instructions / Page 17 / Section 21 T&C's / Page 28 / Section 31</p>	<p>Certain “trade secrets,” which are protected under West Virginia law, are included with Alight’s proposal submission. Such trade secrets are generally exempted from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1). Moreover, there is no authority for West Virginia to waive the trade secrets exemption, which is also expressly acknowledged in the WV Purchasing Division’s Policies and Procedures Handbook as follows:</p> <p style="text-align: center;">1.7 Public Records: All records in the Purchasing Division related to purchase orders and/or contracts are considered public records. The only exemptions to disclosure of information are listed in the West Virginia Code, §29B-1-4. Primarily, trade secrets as submitted by a vendor are the only exemption to public disclosure by the Purchasing Division.</p> <p>As such, WV Purchasing Division’s Policies and Procedures Handbook is consistent the protection of trade secrets. Notwithstanding that the resultant proposal will be a public record, open to inspection, the proposal remains subject to WV trade secrets law as acknowledged by the Handbook.</p>
<p>Term – Extension and Renewal Rights T&C's / Page 21 / Section 3</p>	<p>With respect to any term extension (outside of an option period), Alight would expect the contract to provide for an increase based upon prevailing labor rates.</p> <p>In addition, Alight expects a reasonable advance notice of non-renewal so that West Virginia is not disadvantaged by any gap in services. Alight has found 30 days to be too short; 180 days is the typical notice required in Alight’s contracts in this regard.</p>
<p>Liquidated Damages T&C's / Page 22 / Section 11</p>	<p>Alight is unable to accept liquidated damages provisions.</p>
<p>Pricing T&C's / Page 22 / Section 13</p>	<p>Alight’s pricing is customized for each customer. Therefore, it is impossible to make any one-to-one comparisons, including any information on pricing for a particular solution for a particular client which may be publicly available. Such publicly available information shall not constitute public advertisements of sale price.</p>
<p>Payment Terms T&C's / Page 22 / Section 14</p>	<p>Alight’s position on certain payment terms are as set forth in its cost or fee proposal. Alight would also request to be given prompt notice if West Virginia PEIA’s budget is insufficient or does not receive approval for the Services.</p>
<p>Insurance T&C's / Pages 24-25 / Sections 8 and 9</p>	<p>Alight would request the lead in paragraph read as follows: INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on the Commercial General Liability policy upon execution of the Agreement. The insurance Commercial General Liability and Professional Liability/Errors and Omissions/Cyber Liability insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days after the expiration of the insurance policies, Vendor shall provide the Agency with</p>

Provision and Section Reference to RFP/PEI220000001	Issues/Discussion Points
	<p>proof that the insurance mandated herein has been continued. State will be notified in accordance with policy provisions if policies are cancelled.</p> <ul style="list-style-type: none"> • Commercial General Liability – Alight requests deletion of “at least” • Professional Liability – Alight requests this requirement being amended as follows: • Professional Liability/Errors and Omissions/Cyber Liability Insurance in an amount of \$10,000,000 per claim. • Cyber Liability – Alight requests deletion of this requirement since this insurance is included in Alight’s Professional Liability insurance.
<p>Taxes T&C’s / Page 23 / Section 16</p>	<p>Client shall be responsible for and pay all sales, use, excise and similar taxes relating to Client’s receipt of the Services; provided that Client shall not be responsible for or pay any taxes relating to Alight’s income, capital, gross receipts, employees or real or personal property.</p>
<p>Termination / Cancellation T&C’s / Page 23 / Section 19</p>	<p>In the event that West Virginia terminates for convenience, termination fees may apply to account for up-front investment costs that may have been waived and effectively amortize over time. Alight’s waiver of any implementation costs assumes that West Virginia will complete the full term of five (5) years. There also could be a cost to West Virginia PEIA in the event it delays the commencement of services or suspends services through no fault of Alight.</p> <p>Alight requests that West Virginia PEIA’s right to terminate for default be for a “material” default and Alight be afforded an opportunity to cure such material default. Alight would expect to have the ability to terminate for an uncured payment default by West Virginia.</p>
<p>Compliance with Laws T&C’s / Page 23 / Section 22 BAA / Page 67 / Section 3-D</p>	<p>Alight agrees to comply with all laws that are applicable to our business operations, necessary for us to perform the services or that otherwise apply directly to us in our capacity as a service provider, as well as client directions with respect to laws applicable to West Virginia PEIA and the services.</p>
<p>Assignment T&C’s / Page 24 / Section 27</p>	<p>Notwithstanding the provision, Alight may, without obtaining the approval of West Virginia, assign the resultant contract to any affiliate or to any person in connection with any sale or other transfer of all or substantially all of Alight’s business or assets.</p>
<p>Confidentiality T&C’s / Page 27 / Section 30</p>	<p>To the extent legally permitted, information or materials provided by Alight to West Virginia PEIA should be considered confidential and West Virginia PEIA should have similar obligations to keep such information confidential, within the confines of any public information act or freedom of information act disclosure request. Alight also needs the ability to disclose West Virginia PEIA confidential information to any subcontractors through which it is performing Services or vendors providing back-office support.</p>
<p>Proposal Submission / Vendor Certification T&C’s / Page 29 / Section 34</p>	<p>Alight’s acceptance of any terms and conditions is predicated on this list of exceptions which Alight is providing with our proposal submission and which are intended to allow for negotiation such that the parties can come to mutual agreement on the terms and conditions.</p>

Provision and Section Reference to RFP/PEI220000001	Issues/Discussion Points
Liability; Indemnity; Defense of Claims T&C's / Page 29 / Section 36	<p>Alight will indemnify for direct damages arising from its intentional or negligent acts or omissions and resulting in third party injury, death, or property damage, subject two separate limitations on Alight's liability (1 – general, 2 – data-related), with customary exceptions for IP infringement and willful, fraudulent or criminal misconduct. Alight further requires an exclusion of indirect and consequential damages, to the extent not prohibited by applicable law.</p> <p>To the extent permitted under applicable law, Alight would ask West Virginia PEIA to indemnify Alight for claims caused by its negligence, gross negligence, or intentional conduct of the West Virginia PEIA's employees or agents. Alight will defend itself against claims made against Alight and would ask that West Virginia PEIA be responsible for defending itself against claims brought directly against West Virginia PEIA, provided that Alight will reimburse defense costs if Alight caused the error.</p>
Subcontractor T&C's / Missing Provision	<p>Alight requests to limit the definition of subcontractor to those engaged specifically and exclusively for West Virginia PEIA.</p>
Data and Intellectual Property T&C's / Missing Provision	<p>Client Data. As between the Parties, all right, title and interest, including all intellectual property rights, in and to all information and other materials provided or otherwise made available to Alight by or on behalf of Client in connection herewith shall be owned by Client (“Client Data”). Client hereby grants Alight a non-exclusive, royalty-free right to use all Client Data in connection herewith. Alight may use anonymized Client Data in compliance with applicable law. West Virginia PEIA will be responsible for the accuracy, timeliness and completeness of the Client Data it provides to Alight.</p> <p>Deliverables. Client shall own all reports and records provided by or on behalf of Alight to Client in performing the Services except for any Alight intellectual property rights therein (e.g., trademarks and templates) (“Deliverables”).</p> <p>Alight IP. As between the Parties, all right, title and interest, including all intellectual property rights, in and to all elements of the Services (including all trade names, trade secrets, know-how, methods, software, information and other materials) provided or otherwise made available to Client or the Service Users by or on behalf of Alight, except for any Client Data incorporated therein or any Deliverable, shall be owned by Alight (“Alight IP”). Alight hereby grants Client a non-exclusive, royalty-free right to use Alight IP to the extent necessary to enable Client to make reasonable use of the Services for its own internal business purposes; provided that Client shall not create derivative works based on, sell, license, transfer or otherwise grant rights to, reverse engineer or otherwise attempt to obtain source code in, or take any action that may interfere with any of Alight's rights in or to, any Alight IP. For the avoidance of doubt, Client's right to use any Alight IP made available to Client or the Service Users by or on behalf of Alight in connection with the Services shall end upon the termination of such Services except to the extent such Alight IP is embedded in a Deliverable.</p>
Client Directions T&C's / Missing Provision	<p>Alight may receive directions from Client that may be relied upon in providing the Services (e.g., interpretations of laws, policies, procedures and plans). If Alight reasonably requests any such direction, Client shall use reasonable efforts to provide such direction in a timely manner.</p>
Force Majeure / Excused Performance T&C's / Missing Provision	<p>Notwithstanding anything to the contrary herein, neither Party shall be liable for, nor be deemed to be in breach hereof as a result of, any failure to comply with its obligations hereunder (except for any of Client's payment obligations hereunder) to the extent attributable to any act of God, flood, fire, earthquake, hurricane, act of war or other hostility, act of terrorism, governmental action or inaction, civil unrest, national emergency, epidemic (including COVID-19), strike or other labor dispute, act or omission by a third party or a third party product or service, power, telecommunication or other service</p>

Provision and Section Reference to RFP/PEI220000001	Issues/Discussion Points
	<p>outage or any other cause or circumstance beyond the reasonable control of such Party; provided that nothing in this Section shall limit or otherwise affect Alight's obligation to execute its business continuity and disaster recovery program. The affected Party shall give the other Party prompt notice of any such event and use commercially reasonable efforts to end and minimize the effects thereof. In addition, notwithstanding anything to the contrary herein, Alight shall not be liable for, nor be deemed to be in breach hereof as a result of, any failure to comply with its obligations hereunder or any other act or omission attributable to (a) any failure by Client to comply with its obligations or perform its assigned tasks hereunder, (b) Alight's reliance upon any Client direction or any information provided or otherwise made available to Alight by or on behalf of Client or any Service User in performing the Services or (c) any act or omission of any Client vendor or other Representative (other than Alight). The Parties shall use commercially reasonable efforts to mitigate the effects of any of the foregoing circumstances.</p>
<p>West Virginia PEIA Policies T&C's / Missing Provision</p>	<p>As you may expect with any large organization, Alight maintains its own robust policies and procedures with respect to conduct, safety, confidentiality, ethics and more. The current Alight code of conduct is available upon request. All Alight employees are required to review and adhere to our policies, and we conduct regular training on content. However, to avoid confusion among our employees, many of whom support multiple clients, as a business practice we generally do not incorporate client policies into our contracts, nor do we share them with our employees. Our policies don't always conflict but there can be confusion giving different polices to our employees.</p>
<p>Missing Operational Provisions / Business Requirements T&C's / Missing Provision</p>	<p>During implementation, Alight and West Virginia PEIA will work together to develop a mutually agreed upon technical specifications/requirements describing the manner in which Alight will perform the Services for West Virginia PEIA, which will also include mutually agreeable objective acceptance criteria. West Virginia PEIA will be responsible for verifying that the procedures set forth in the requirements document are consistent with West Virginia PEIA's plans, policies and/or procedural documents, applicable law and West Virginia PEIA's interpretations thereof. These requirements will take priority over scope given it will govern how we operate and West Virginia PEIA will need to give signoff. During the term, Alight may receive other directions from West Virginia PEIA that may be relied upon in providing the Services (e.g., interpretations of West Virginia PEIA policies, procedures and plans).</p> <p>Alight would expect to document any changes to the Services through a change order process. Requests for changes to the Services will be discussed and mutually agreed upon, including the impact, desired effective date and feasibility of such change (and any applicable fees associated with such change).</p>
<p>COTS Solution RFP / Page 34 / Section 4.1</p>	<p>Alight is a provider of business process as a service solutions and will not be providing a COTS solution. Notwithstanding the foregoing, Alight believes the associated value proposition associated with the alternate solution is much greater than a COTS solution in achieving West Virginia's overall objectives.</p>
<p>Privacy and Security Disclosures RFP / Page 46 / Section 4.2.2.3 RFP / Page 48 / Security/Privacy- Related Disclosures under Section 4.3.1</p>	<p>Any applicable disclosures would be exempt from public disclosure under W.Va. Code §29B-1-4(a)(14), which protects from disclosure any "[s]ecurity or disaster recovery plans, risk assessments, tests, or the results of those tests."</p>

Provision and Section Reference to RFP/PEI220000001	Issues/Discussion Points
<p>Permitted Uses and Disclosures (Purposes)</p> <p>BAA / Page 2 / Section 2b</p>	<p>Alight would request each of the following to be a permitted use:</p> <p>Business Associate may use or disclose PHI (i) as permitted or required by the MSA provided that such use or disclosure would not violate the requirements of the Privacy Rule if done by Covered Entity or Client, on behalf of Covered Entity, (ii) as permitted or required by this BAA, (iii) as Required by Law or (iv) as otherwise directed by Covered Entity or Client, on behalf of Covered Entity.</p> <p>Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.</p> <p>Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if such disclosures are (i) Required by Law or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such person, and such person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.</p> <p>Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).</p> <p>Business Associate may de-identify PHI, provided that the de-identification process conforms to the requirements of 45 C.F.R. § 164.514(b).</p> <p>Business Associate may use and disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).</p>
<p>Access to PHI</p> <p>BAA / Page 4 / Section (i)</p>	<p>Alight would request twenty (20) days to make available PHI in accordance with this provision.</p>
<p>Amendment of PHI</p> <p>BAA / Page 4 / Section 3f(ii)</p>	<p>Alight would request forty-five (45) days to amend PHI in accordance with this provision.</p>
<p>Notification of Breach</p> <p>BAA / Page 5 / Section 3I</p>	<p>Alight requests a reporting period of not more than five (5) days after discovery of such Breach. Alight will promptly report to Covered Entity any Security Incident affecting West Virginia's data of which it becomes aware.</p>
<p>Accounting Rights</p> <p>BAA / Page 4 / Section 3f(iii)</p>	<p>Alight would request forty-five (45) days of receiving a request from the Covered Entity and sixty (60) days if directed to make such disclosure from Covered Entity directly to the individual.</p>

Provision and Section Reference to RFP/PEI220000001	Issues/Discussion Points
Federal and Agency Access BAA / Page 5 / Section 3h	Alight would expect West Virginia PEIA to provide a reasonable number of days' prior notice of any audit and agree that any such audit or inspection will be performed in a manner that will not unduly interfere with or delay Alight's work, or cause Alight to incur any additional contract costs. Any necessary Alight audit support will be provided to West Virginia on a time-and-materials (T&M) basis.
Form of Agreement Data Management Addendum / All Pages / All Sections	Alight has a standard Data Protection Agreement that it enters into with all of its clients that focuses on security and privacy. Alight requests that West Virginia consider using Alight's template as our security policies do not deviate from client to client. If West Virginia refuses to agree to this, Alight reserves the right to provide additional mark-ups to the provided Data Management Addendum during negotiations.
Data Ownership Data Management Addendum / Page 2 / Section 2	See "Data and Intellectual Property" entry above for Alight's exception.
Applicable Provisions Data Management Addendum / Page 3 / Section 3(b)	Any applicable regulations, policies, and directives should be incorporated in the RFP and resultant contract.
Notifications Data Management Addendum / Page 4 / Section 4	Alight will report any Security Breaches no more than five (5) days after becoming aware and will report Security Incidents as described in the modified BAA (relevant exception provided above).
Access to Security Logs and Reports Data Management Addendum / Page 7 / Section 10	Certain security logs and reports are considered exempt from disclosure under any West Virginia open records act or FOIA request.
Data Center Audit Data Management Addendum / Page 7 / Section 12	Alight will provide a SOC2 or other equivalent report only if it is a standard report that Alight typically issues for this service. Alight will be able to confirm one way or the other during the negotiations phase.
Right to Remove Individuals Data Management Addendum / Page 8 / Section 19	West Virginia will afford Alight an opportunity to cure any identified individual performance deficiency. If impossible within the cure period or other negotiated timeframe, Alight will offer a replacement resource.
Subscription Terms Data Management Addendum / Page 9 / Section 24	There is no subscription hereunder. West Virginia would be purchasing Business Process-as-a-Service.

Exhibit 07 - Alight Team Org Chart

Serving PEIA and your people

Note: This attachment contains trade secrets and is exempt from public disclosure pursuant to W.Va. Code §29B-1-4(a)(1).

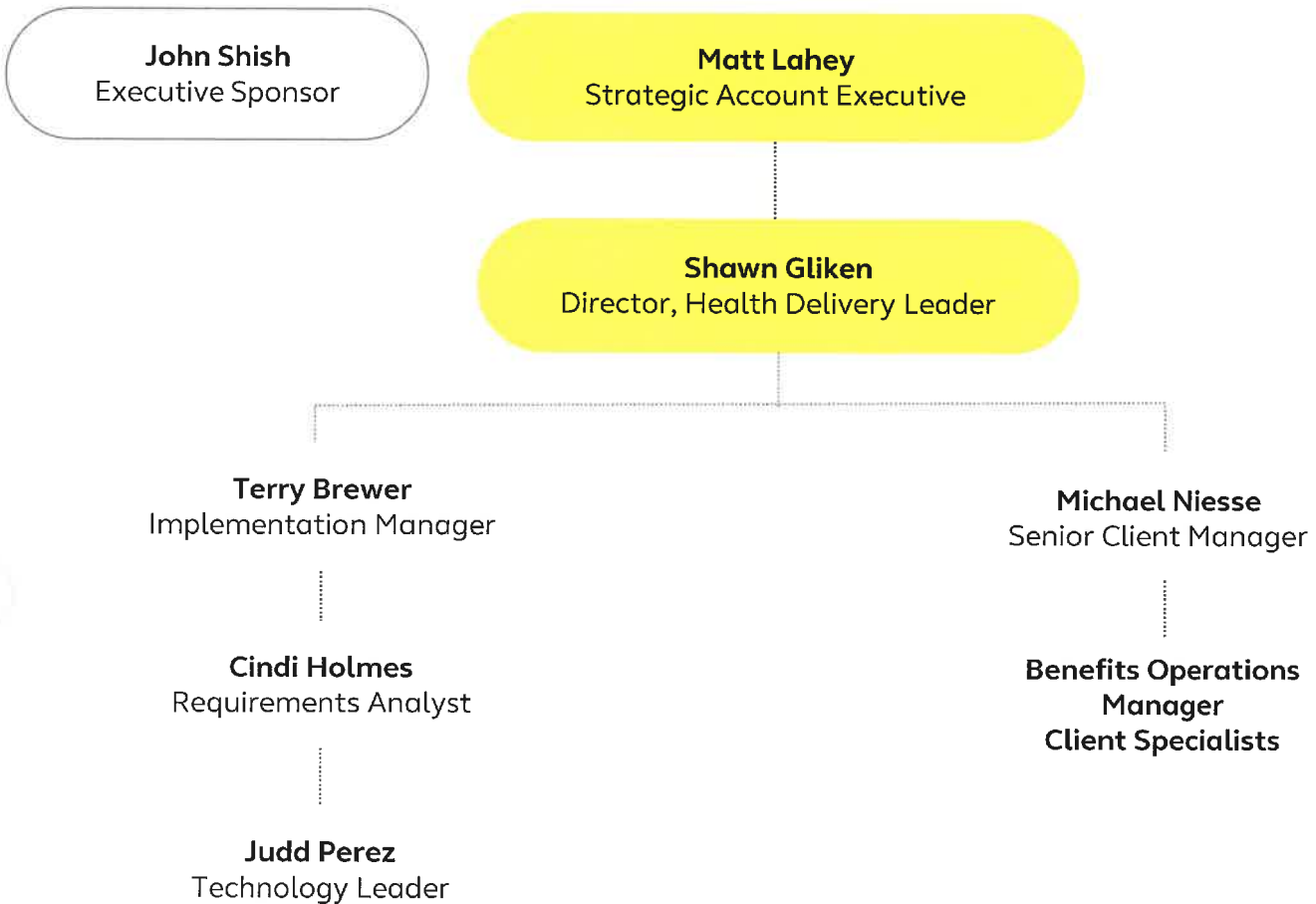


Exhibit 08 - Alight Team Resumes

Alight Team Resumes

Strategic Account Executive

Responsibilities

PEIA's aligned Strategic Account Executive (SAE) is responsible for all implementation activity, IT functions (including both delivery and support, and operations activities under the outsourcing scope of services. The SAE will align with customer leadership to ensure clarity and adherence to commercial commitments, understand customer priorities and work to provide Alight services which provide enhanced value. The SAE will ensure the Alight team has the support they need to exceed customer expectations to maintain a high-level of customer satisfaction.

Experience

The SAE is a seasoned leader with more than 30 years of experience in the outsourcing, business process and contact center industry. The SAE is tenured with both private and public sector customers with a primary focus on the public sector over the last 8 years, and is skilled in managing high-performing teams to deliver outcomes in support of companies' strategic and financial objectives.

Expertise

The SAE has expertise with leading end-to-end product development for a variety of new product initiatives including Defined Benefits, Health and Productivity, Decision Support and Absence Management. In addition, the SAE is knowledgeable in bridging business needs with technical and process support to optimize the complete operational environment.

Education

The Strategic Account Executive has a bachelor's degree in Mathematics, with a minor in U.S. Government.

Implementation Leader

Responsibilities

PEIA's aligned Implementation Leader in Alight's Enterprise Benefits Administration Delivery group is responsible for managing new client implementation projects. The Implementation Leader leads all phases of benefit program transitions that includes requirements definition, system configuration and testing, data interface set-up and participant support.

Experience

The Implementation Leader first began working in the industry in 1994. The Implementation Leader has held implementation leadership positions in both health and welfare and pharmacy benefits management services. The Implementation Leader has also held leadership positions supporting health and welfare client operations.

Expertise

The Implementation Leader has expertise in delivering successful client transitions, as well as leading health and welfare operations teams to deliver exceptional ongoing services for our clients.

Education

The Implementation Leader has a graduate degree in Business Administration and is a certified Project Management Professional (PMP). The Implementation Leader was also a Sergeant in the United States Army Reserve serving for 8 years.

Technology Leader

Responsibilities

PEIA's aligned Technology Leader in Alight's Enterprise Benefits Administration Delivery group is responsible for managing the configuration, coding, web design, and testing of our benefits administration platform. The Technology Leader is responsible for ensuring his team to deliver a quality administration system through extensive testing and coding.

Expertise

For over 13 years, the Technology Leader has held technical positions in health and welfare and successfully navigated numerous clients to successful open enrollments while delivering successful client transitions. The Technology Leader has held technology roles in both implementation and ongoing client management services.

Education

The Technology Leader has a bachelor's degree in Operations Management and Information Systems.

Director

Responsibilities

PEIA's aligned Health Director in Alight's Enterprise Benefits Administration Delivery group is responsible for overseeing all aspects of the ongoing delivery in this role. The Director leads all phases of benefit program transitions that includes requirements definition, system configuration and testing, data interface set-up and participant support.

Experience

The Director first began working in the industry in 1999. PEIA's aligned Director is an expert in health & welfare administration, file interfaces, system configuration, and quality control. The Director has overseen the implementation and ongoing delivery of numerous Fortune 1000 companies during his time at Alight. The Director has managed clients from many different industries, including manufacturing, technology, health care, finance, retail, and the public sector.

Expertise

The Director has expertise in understanding of complex plan designs and how to properly administer them. The Director is focused on providing quality delivery and building strong relationships with clients.

Education

The Director has a degree in economics and business administration from Towson University.

Health Client Manager

Responsibilities

The Health Client Manager within our Health Solutions service has been a member of the delivery team since July 2020. As a client manager, the individual is responsible for administering health care programs for complex clients, including account implementation, open enrollment, and system enhancements.

Experience

The Health Client Manager has more than 13 years of experience within the health and welfare industry. Prior to the Health Client Manager role, this individual was a Solutions Architect. Having this background gives a unique perspective with each client conversation as the individual considers how to best deliver benefits to their employees with an understanding of system rules and how they integrate with client goals.

Expertise

The Health Client Manager has had the opportunity to work with a wide range of systems and client which brings a strong understanding of benefits administration to the client team. The strengths include project and account management, mentoring and training team members, process improvement, and ensuring client satisfaction.