

EXHIBIT

"A"

Master Services Agreement

This Master Services Agreement (this "Agreement"), effective as of January 1, 2020 (the "Effective Date"), is by and between City of Round Rock, a TX home-rule municipality with its principal place of business at 221 East Main St, Round Rock, TX 78664 ("Client") and Alight Solutions LLC, an Illinois limited liability company with its principal place of business at 4 Overlook Point, Lincolnshire IL 60069 ("Alight"). Client and Alight may be individually referred to herein as a "Party" or collectively as the "Parties."

1. Services.

(a) Alight will provide services to Client as described in the Statement(s) of Work ("SOW") attached hereto as Schedule A hereto (the "Services"). Client will pay compensation to Alight for the Services as specified in Schedule B. Alight shall have discretion and flexibility to structure its operations to deliver the Services from various Alight service locations and Alight affiliates located globally. Client will submit to Alight all Client Information in Client's control necessary for Alight to perform the Services covered by this Agreement. Client is responsible for the accuracy and completeness of any and all Client Information that is submitted to Alight. Client agrees to notify Alight as soon as possible of any problems or errors in Client Information submitted. Services performed by Alight in correcting such problems or errors are additional services for which additional fees will be payable. Client shall obtain any consent necessary to enable Alight's provision of the Services as contemplated herein.

(b) Certain of the Services described in the SOW may be set out with greater specificity in document(s) which set(s) forth the detailed rules by which the Services will be rendered (as amended or supplemented from time to time, the "Business Requirements Document"). The Business Requirements Document shall be prepared by Alight (after consulting with Client) and submitted to Client for approval. Approved portions of the submitted Business Requirements Document will be incorporated by reference into this Agreement. The Parties will cooperate to resolve any written comments or objections of Client and revise the Business Requirements Document accordingly. If Client's comments or objections to any submitted portion(s) are not delivered to Alight within fifteen (15) business days of submission, the submitted portion(s) shall be deemed approved until the Parties agree otherwise. Amendments, updates and revisions to the Business Requirements Document shall follow this procedure or may be documented via the change order process described in this Agreement. If there are any conflicts between the SOW and the Business Requirements Document, the Business Requirements Document will control.

(c) Alight shall at all times during the Term remain in material compliance with all federal, state and local laws and regulations ("Laws") that are applicable to Alight in its capacity as a service provider. Client shall at all times during the Term remain in material compliance with all Laws that are applicable to Client's business and operations.

(d) The Parties may agree to revise or change the nature and scope of some or all of the Services from time to time during the Term as described in this Section. If the Parties agree to proceed with a change or with further discussions related to such change, Alight shall: (i) complete a change order that includes the description of the change, if any, and the impact of the change on the Services and the fees payable hereunder; and (ii) submit the change order for the review of an Authorized Representative of Client. If both Parties agree to implement such change order, an Authorized Representative of each Party shall indicate such Party's acceptance of the change order. Acceptance of a change order shall constitute an amendment to this Agreement and shall be binding on both Parties. Change orders may also trigger the need to update, amend or otherwise revise the Business Requirements Document. As used herein, "Authorized Representative" means, with respect to each Party, one or more persons who are duly authorized by such Party to address operational issues that may arise from time to time under this Agreement. Each Party shall designate in writing (including by email) an appropriate person or persons (or designated alternates) as their respective

Authorized Representatives. Each Party may supplement or otherwise modify its list of Authorized Representatives from time to time by written notice to the other Party without the need to amend this Agreement. Each Party's Authorized Representatives shall have authority to issue, execute, grant or provide any client directions, approvals, requests, change orders, notices or other communications required hereunder or requested by the other Party hereto.

(e) In the course of providing the Services, Alight may receive written (including by email) or oral instruction or direction from Client's Authorized Representative that does not constitute a change order or may not be documented as a change order in a timely way. Alight may rely, in performing its obligations under this Agreement, upon any such direction or any information, data, document or instrument supplied by Client or an employee of Client or applicable benefit plan participant. If and to the extent that Alight or any of its subcontractors acts or fails to act as a result of or based upon any such direction or employee or participant direction, Alight shall be relieved of any liability arising therefrom, and such act or failure to act shall not constitute a breach of any obligation of Alight contained in this Agreement. Alight shall be responsible for taking the initiative to resolve issues related to the Services under this Agreement, but if Alight reasonably requests instruction or direction from Client and does not receive such direction in a timely manner, Alight shall not be deemed to have breached this Agreement with respect to any act or failure to act undertaken in good faith relating to the instructions requested.

2. Term and Termination

(a) The initial term of this Agreement (the "Initial Term") commences on the Effective Date and shall end on the first anniversary of the date on which the Services commence, which is scheduled to occur on January 1, 2020 (the "Live Date"), unless it is terminated earlier as provided in this Section. Upon the expiration of the Initial Term or any Renewal Term (together, the "Term"), this Agreement shall automatically renew for successive one year terms (each, a "Renewal Term") unless either Party provides the other Party with a written termination notice at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. If any aspect of the Services extends beyond the termination date of this Agreement, the applicable terms of this Agreement shall extend automatically for such Services until the Services are completed.

(b) Either Party may terminate this Agreement or any SOW for convenience at any time upon ninety (90) days prior written notice to the other Party. In the event Client terminates this Agreement or an SOW for convenience pursuant to this Section, or Alight terminates this Agreement pursuant to Section 2(c) due to Client's failure to pay undisputed amounts when due, Client shall pay the applicable termination fees identified in Schedule B, plus any unpaid transition charges and unpaid fees for ongoing Services up through the effective date of termination. Such termination fees shall be based on the date of termination and shall be due and payable with the notice of the termination.

(c) Either Party may terminate this Agreement for cause upon thirty (30) days prior written notice to the other Party, provided that such other Party shall have the opportunity to cure any breach within such thirty (30) days. Except in the case of a payment default, the thirty(30) day cure period may be extended if the defaulting Party is making all reasonable efforts to promptly cure the non-performance and within such period, the defaulting Party gives the non-defaulting Party written notice of the defaulting Party's need for an extension and of the actions it is taking to cure its breach or non-performance. As used in this Section, the term "reasonable efforts" shall include the application of diligence and resources reasonably necessary to cure the non-performance in a business-like fashion with due regard to the seriousness of such non-performance or non-compliance and its impact upon the non-defaulting Party and those to whom the non-defaulting Party may have legal or contractual obligations. In the event that a purported termination for cause by Client under Section 2(c) is determined not to be properly a termination for cause, then such termination by Client will be deemed to be a termination for convenience under this Section.

(d) Alight shall, upon Client's request following delivery of a termination notice but prior to the end of the Term, if all payments due to Alight under this Agreement have been paid, provide reasonable termination assistance. Alight may retain a reasonable number of archival copies of Client Information for Alight's audit and archival purposes. All Alight Information and other Alight Confidential Information, together with any copies thereof, in Client's possession or control will either be returned to Alight or destroyed with written certification to Alight of such destruction by Client.

3. Ownership and Control of Data and Work Product

(a) "Client Information" is defined as all information, data, and materials (in whatever form or media) provided to Alight under this Agreement by or on behalf of Client. "Alight Information" is defined as all information and materials (in whatever form or media) provided to Client by or on behalf of Alight other than Client Information. Alight Information includes, but is not limited to: letters, reports and other presentations; each Alight web site on the World Wide Web through which it may perform the Services and make related information and/or other content available to Client as may be modified from time to time; any software, including underlying source and object code, and instructions embedded in spreadsheets, owned by or licensed to Alight; Alight's responses to Client's requests for proposal or other proposal related documentation; Alight's standard materials and derivatives thereof and related materials; and Alight's generalized practices, techniques, business processes, and know-how regardless of whether developed in connection with the Services or engagements with other Alight clients.

(b) As between Client and Alight: (i) Alight will retain all right, title and interest in and to all Alight Information; and (ii) Client will retain all right, title and interest in and to all Client Information.

(c) Subject to the terms of this Agreement, Alight grants to Client a non-exclusive, non-sublicenseable, non-transferable, royalty-free right and license during the Term to access and use the Alight Information made available by Alight to Client solely to receive the Services. The foregoing right and license may be subject to additional restrictions specific to Alight's suppliers and the third-party software and materials. Client's license and access rights to Alight Information expire as of the end of the Term.

(d) Client grants Alight and its affiliates and subcontractors a non-exclusive, sub-licensable, non-transferable, royalty-free right and license during the Term to use the Client Information made available by Client to Alight in connection with the performance of the Services.

(e) Client will not (i) create derivative works based on, modify, or translate the Alight Information; (ii) sell, assign, distribute, lease, market, rent, sublicense, transfer, or otherwise grant rights to the Alight Information in whole or in part to any third party; (iii) obfuscate, remove or alter any of the internet links or copyright or other proprietary legends that are in the Alight Information or that are displayed on pages served by the Alight Information; or (iv) reverse engineer, decompile or disassemble Alight Information or any part thereof or otherwise obtain or attempt to obtain the source code for Alight Information.

(f) Nothing in this Agreement affects either Party's right to make use of its general knowledge, know-how (including processes, ideas, concepts and techniques developed in the course of performing the Services hereunder) and skill acquired or developed in the course of this Agreement.

4. Confidentiality

(a) For the purposes of this Agreement, "Confidential Information" includes: (i) the terms of this Agreement; (ii) Client Information; (iii) Alight Information; and (iv) any other information which should reasonably be deemed confidential by the recipient. Each Party's respective Confidential Information will remain its sole and exclusive property. Confidential Information shall not include any information that: (1) at the time of disclosure or subsequent to the disclosure the information was or becomes part of the public domain, except through direct or indirect disclosure by the recipient in breach of this Section; (2) was in the recipient's possession free of any obligation of confidence at the time of disclosure by or on behalf of the discloser to the recipient and was not otherwise acquired, directly or indirectly, from the

discloser; or (3) was developed independently by the recipient or its employees, consultants or agents without use of the discloser's Confidential Information.

(b) Each Party will use reasonable efforts to cause its employees to prevent unauthorized disclosure, of the Confidential Information of the other Party. Each Party agrees that only its employees (and in Alight's case, any subcontractors through which Alight is performing the Services or vendors providing back-office support) who have a need to know the Confidential Information of the other Party will receive such Confidential Information. No Party will disclose the other Party's Confidential Information to a third party (other than an Alight subcontractor or vendor as described above) without the prior written consent of the other Party.

(c) The receiver may disclose Confidential Information as required to comply with a valid order or other requirement of a court or other governmental body. Written notice of such order or requirement shall be given to the discloser promptly after being subject to such order or requirement and, if practicable, in advance of the required disclosure. The receiver shall cooperate with efforts by the discloser to seek a modification of the disclosure requirement and/or a confidentiality agreement or protective order governing the disclosure.

(d) Except as expressly set forth in this Section, each Party recognizes that its inappropriate disclosure or use of Confidential Information of the discloser may give rise to irreparable injury to the discloser and acknowledges that remedies other than injunctive relief may not be adequate. Accordingly, each Party (in its capacity as discloser) has the right to seek equitable and injunctive relief to prevent the unauthorized possession, use, disclosure or knowledge of any Confidential Information.

5. Liability/Indemnification

(a) Alight will correct its work product without additional charge if any errors or omissions occur in its work. Alight shall indemnify and hold Client harmless from and against any and all damages, losses, liabilities, and expenses, including reasonable attorney's fees and expenses (collectively "Losses") arising from Alight's failure to comply with the applicable terms and conditions of this Agreement (regardless of whether such Losses are based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose, statutory liability or otherwise).

(b) If Client (or its directors, officers, employees and agents) suffers Losses as a result of Alight's breach of its obligations hereunder, Alight's maximum aggregate liability for Losses with respect to Alight's acts, errors or omissions during the Term shall be limited to the amount of fees paid to Alight by Client under the Agreement during such year, except to the extent such Losses result from (i) Alight's willful, fraudulent or criminal misconduct, (ii) the bodily injury, including death or damage to real or personal property of Client or its employees, or (iii) claims made against Client due to the infringement of Alight Information on a third party's proprietary rights.

(c) Subject to Alight's indemnity obligations in Section 5(a), Client shall indemnify, defend, and hold Alight harmless from and against any and all Losses of any nature relating to claims made by third parties, including, without limitation, Client's employees, affiliates, and plans and plan participants, with respect to the Services provided hereunder. Client is responsible for defending all claims made by Client's employees, affiliates, and plans and plan participants, with respect to the Services provided hereunder. Client's obligation to defend claims under this Section 5(c) shall not affect any Alight obligation to indemnify Client for Losses in connection with such claims under Section 5(a), provided that the full extent of Alight's responsibility for any and all Losses arising out of Alight's performance of the Services provided hereunder shall be as set forth in Section 5(b).

(d) In no event shall either Party have any liability, regardless of the form of action and on any theory of liability, including contract, strict liability, negligence or other tort, for any loss of interest, profit or revenue by the other Party or for any consequential, indirect, incidental, special, punitive or exemplary damages (including loss of data, harm to reputation, lost profits, drop in share price, impaired goodwill or lost productivity) suffered by the other Party, arising

from or related to this Agreement, even if such Party has been advised of the possibility of such losses or damages.

(e) Each party shall use reasonable efforts to mitigate its own, as well as the other party's, liability, damages, and other losses suffered in connection with and arising out of this Agreement.

6. Miscellaneous

(a) The Business Requirements Document, Schedules to this Agreement and any change orders executed by the Parties are incorporated into and deemed part of this Agreement. The Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement. References to Sections and Schedules are to the referenced portions of this Agreement unless otherwise specified. If there is an inconsistency between the terms in the body of this Agreement and any other agreed upon contractual document attached to (including Schedules), incorporated into (including the Business Requirements Document and change orders), or executed in connection with this Agreement, the terms of the Schedule, Business Requirements Document or change order shall prevail.

(b) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any dispute not resolved in the ordinary course of business. All negotiations between the parties conducted pursuant to the dispute resolution process described herein (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their respective representatives as compromise and settlement negotiations for purposes of the applicable court rules of evidence.

(c) This Agreement has been entered into for the sole benefit of the Parties and their respective permitted successors and assigns. Except as specifically set forth in this Agreement, the Parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party against any Party.

(d) Alight shall not have any discretion with respect to the management or administration of any Client human resources policy or benefit plan, or with respect to determining or changing the rules or policies pertaining to eligibility or entitlement of any employee or benefit plan participant in any such policy or plan to benefits under such policy or plan. Alight also shall not have any control or authority with respect to any assets of any Client human resources policy or benefit plan, including the investment or disposition thereof. All discretion and control with respect to the terms, administration or assets of any Client human resources policy or benefit plan shall remain with Client or with the named fiduciaries under such policy or plan.

(e) This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Alight and Client. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except Alight may assign its rights and obligations to an affiliate entity controlled by, controlling, or in common control with Alight or in connection with an initial public offering of Alight's business.

(f) Neither Party will be in breach of this Agreement or any Schedule as a result of, nor will either Party be liable to the other Party for, liabilities, damages, or other losses arising out of delays in performance caused by acts of God, government authority, strike or labor disputes, fires or other loss of facilities, and other similar occurrences as long as such Party is diligently attempting to correct the cause of the delay. Alight's failure to perform the Services or its other obligations in accordance with the applicable terms of this Agreement shall be excused to the extent that any such failure is attributable to (i) Client's or Client's third parties failure to fulfill its obligations under this Agreement or to take corrective action within tasks allocated to Client in the SOW or (ii) Client's failure to follow the rules, policies and procedures of which they have been notified relating to the Services.

(g) Alight is authorized to include Client and its trademarks and logos in lists of Alight clients, proposals and internal communications.

(h) Alight (with the assistance of third parties who are subject to confidentiality agreements) may develop and use various reports, surveys, analytics studies and data compilations (collectively, "Data Derivations") for any business purpose, including analyses, extracts and derivations of Client Information, provided that such Data Derivations are comprised of anonymized data and do not contain any information that is identifiable to any third party recipient as originating from Client or its affiliates, employees or personnel. Alight may also use Client Information to the extent and for purposes authorized by the employee or participant whose data is being used.

(i) It is expressly understood and agreed that the Parties' respective obligations under this Agreement that by their nature continue beyond the termination or expiration of this Agreement shall survive such termination or expiration of this Agreement.

(j) If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights. Except as otherwise provided, all remedies available to a Party for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

(k) In the event of any suit or action to construe or enforce this Agreement, or any portion thereof, the prevailing Party will be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of such suit or action, including reasonable attorneys' fees and costs. A prevailing Party shall be the Party obtaining relief in respect of its suit or action whether by way of final and non-appealable judgment or order, or an award or order that provides injunctive relief or an agreement to take or refrain from taking specific action

(l) As US entities, the Parties are subject to the laws and regulations enforced by the United States Office of Foreign Assets Control (OFAC). In connection with the Services, it is Alight's expectation that Client will provide Alight with data that, if processed for payment, would result in a payment permitted under applicable law.

(m) This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with the Laws of the State of Illinois, without giving effect to the principles thereof relating to the conflicts of laws, except to the extent superseded or preempted by federal law.

(n) After the execution and delivery of this Agreement and without any additional consideration, each of the Parties shall execute and deliver any further legal instruments and perform any actions which are or may become reasonably necessary to effectuate the purposes of this Agreement.

(o) Except as specifically set forth in this Agreement, all consents, approvals, notices, requests, and similar actions to be given or taken by either Party under this Agreement shall not be unreasonably withheld or delayed and each Party shall make only reasonable requests under this Agreement.

(p) The compensation paid to Alight attributable to the performance or receipt of the Services do not include any applicable federal, state or local sales, use, excise, value-added, withholding, personal property or other similar taxes (collectively "Transaction Taxes"). Client shall be solely responsible for any and all Transaction Taxes. The Transaction Taxes will be separately identified on an invoice and will be payable in accordance with the applicable terms of this Agreement. Client and Alight shall each bear sole responsibility for all federal, state or local taxes or assessments resulting from its respective (i) net income; (ii) capital (e.g., state

franchise taxes); (iii) gross receipts that are imposed on the privilege of doing business; or (iv) personal property or owned or leased real property used in connection with the performance or receipt of the Services.

(q) As required by Chapter 2270, Texas Government Code, Alight hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(r) This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relative to such subject matter. No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless signed by an authorized representative of each of the Parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Master Services Agreement:

Alight Solutions LLC

By: _____

Name: _____

Title: _____

Date: _____

City of Round Rock

By: _____

Name: _____

Title: _____

Date: _____

Schedule A – Healthcare Navigation Delivery Model
Administrative Services Agreement between City of Round Rock (“Client”) and
Alight Solutions LLC (“Alight Solutions”)
January 1, 2020

About this material

This document contains the delivery model for Navigation services provided by Alight Solutions LLC.

Healthcare navigation solutions core competencies include:

Navigator

- Alight Health Pro support dedicated to members
- Bill and Claim Review/Resolution: including reviews for accuracy, claims corrections, coordination of benefits, appeals processes, etc.
- Administrative coordination of complex care for patient: such as surgery pre-certification, prior-authorizations, etc.
- Connecting into client’s third-party programs (EAP, Telemedicine services, nurse lines, tobacco cessation, weight management, and many more.)
- Helping employees/dependents navigate the health care system and connect to the best resources for their individual situations
- Insurance benefit, clinical policy, & coverage questions
- Monthly member communications (from their Health Pro) that direct members to Health Pro support.
- Find highly-rated, cost effective providers and care
- Compare cost for procedures and care
- 24/7 access to decision support tools
- Find lower cost alternatives for prescriptions

The delivery model describes the range of services Alight can provide:

Navigator - Comprehensive healthcare navigation from a personal healthcare expert (e.g., Alight Health Pro consultant) and/or self-service technology (e.g., mobile app or online web portal) that helps employees and their families get assistance choosing a health plan, resolve medical billing issues, assist with understanding their health benefits, assist with scheduling appointments, find highly-rated, cost-effective providers and care, compare costs for procedures and care, and find lower cost alternatives for prescriptions. Compass Navigator empowers your people to make simpler, smarter healthcare decisions every day that improve care and lower healthcare costs

The delivery model is tailored for City of Round Rock based on your needs and is the basis for Alight’s fees. The client-specific document becomes an attachment to the contract

between Alight and the client. Alight is only responsible for delivering the services specifically listed in this document as part of its Navigation offer.

This delivery model does not replace or modify existing or future agreements between the client and Alight for services other than Navigation.

Note: Information provided by Health Pros is for informational purposes only and is not a substitute for personalized medical advice. Employees should seek the advice of their physician, or a qualified professional, before they make final decisions regarding their personal situation.

General Operations		
Function	Alight	Client or third -party
Service effective date	<p>Accept cases originating as of the service effective date of Navigation services</p> <p><i>Note: Resolution of any issues may be limited by third-party timeframe constraints (e.g., claim filing time limits in health plans)</i></p>	
Service Center location	<ul style="list-style-type: none"> Dallas, Texas 	
Covered populations	<ul style="list-style-type: none"> Active Employees Dependents (Spouses, Domestic Partners, Children) COBRA Qualified Beneficiaries Extended Family Members (Parents or Parents-in-Law) <p><i>Note: Services provided to family members that are not covered under the employer sponsored plans will be more directional and education</i></p>	
Covered plans with Health Pros	<p>Provide support for the following types of plans:</p> <ul style="list-style-type: none"> Medical Prescription Drug Mental Health/Substance Abuse including EAP Dental Vision Health Care, Reimbursement and Savings Accounts Flexible Spending Accounts (Health and Dependent) 	<p>Provide Alight with the following information for all plans and programs offered:</p> <ul style="list-style-type: none"> Summary Plan Descriptions (SPD) Plan contact information Other plan or program policy documents Open Enrollment Guide

General Operations		
Function	Alight	Client or third -party
Coordination assistance provided	Health Pros will provide basic education and navigate/ transfer on the following plans: <ul style="list-style-type: none"> • Employee Basic Life Insurance (including Executive Life Insurance) • Supplemental Life Insurance • Spouse and Child Life Insurance • Employee Accidental Death and Dismemberment (AD&D) • Short Term Disability (STD) • Long Term Disability (LTD) • Employee Discount Programs • Adoption Assistance Plan • Vacation/Sick Time/LOA • Defined Contribution Plans (401K) • Defined Benefit Plans (Pension) • Leave Administration 	
Covered plans with mobile app	<ul style="list-style-type: none"> • Medical • Dental • Vision 	
Program referrals	Health Pros will connect to client/health plan programs: <ul style="list-style-type: none"> • Voluntary Benefit Plans (e.g., Critical Illness, Hospital Indemnity, Accident) • Wellness and Wellness Reimbursement • Disease Management • Commuter • Tuition Reimbursement • Other applicable employer programs (Second Opinion, Telehealth, , etc.) 	<ul style="list-style-type: none"> • Provide Client/Health plan program information • Provide navigation information and program contact numbers
Employee authentication	Identify and authenticate employee's/dependents according to Alight's Employee Identity Management policy and procedures	Review and approve requests to access confidential employee information for: <ul style="list-style-type: none"> • Power of attorney • Legal guardianship (other than custodial parent)

General Operations		
Function	Alight	Client or third -party
Call recording	<ul style="list-style-type: none"> Record all incoming and outgoing calls as part of Alight's business records Inform employee that calls are recorded on both inbound and outbound calls Retain recordings for 16 months <p>Note: Alight will not provide copies of calls to employees without a subpoena</p>	
Quality monitoring	<ul style="list-style-type: none"> Perform systematic monitoring and coaching under a personalized Alight quality program: Based on world-class research center practices Focused on creating a compelling member experience with high Net Promoter Score performance Emphasizes expertise, confidence building, timely and accurate resolution, and personal service Evaluate calls and research cases to provide coaching based on key drivers of Employee satisfaction 	
Telephonic access for Non-English-speaking employees	<ul style="list-style-type: none"> Provide direct support in Spanish Provide direct support to employee if a Health Pro is available who speaks the language Establish contact with an interpreter service/language line on behalf of employee 	
Mobile app access for Non-English-speaking employees	<ul style="list-style-type: none"> Not supported 	

General Operations

Function	Alight	Client or third -party
Client escalations	<ul style="list-style-type: none"> Health Pro will notify Client Manager of potential employee escalations to alert the designated client contacts Client Manager will reach out to designated client contact for input on issues that require plan interpretation or clarification Client Manager or Health Pro will accept issues directly from HR and Client contacts 	Pre-identify client contacts authorized to escalate issues to Alight.
Reporting	<ul style="list-style-type: none"> Provide quarterly utilization reports which include an executive summary (with key performance indicators) and a detailed breakdown of engagement rates, cost savings and experience/satisfaction rates. This report also includes a breakdown of how employees connected with navigation (e.g. email, web portal, phone call, app), savings per solution (e.g. bill review, savings per doctor recommendation, cost estimate and Rx reviews) and member testimonials. 	

Omni Channel Access

Function	Alight	Client or third -party
Member web/portal access	<ul style="list-style-type: none"> Navigation Doctor Search and Cost Transparency is accessed through Compass Member Portal Navigation information is available 24/7, except for short periods of downtime for routine maintenance 	
Member app	<ul style="list-style-type: none"> Compass Health Pro contact information accessed through Health Pro Cloud App Navigation Doctor Search and Cost Transparency is accessed through Health Pro Cloud App Navigation information is available 24/7, except for short periods of downtime for routine maintenance. 	

Omni Channel Access

Function	Alight	Client or third -party
Phone access	<ul style="list-style-type: none"> • Employees access: <ul style="list-style-type: none"> • Direct number to your assigned HealthPro • Hours of Operation: Monday through Friday 8:00 a.m.–8:00 p.m. Central time • Open year-round, except for weekend and Alight observed holidays: <ul style="list-style-type: none"> • New Year's Day • Memorial Day • Independence Day • Labor Day • Thanksgiving Day • Christmas Day 	
Email access	<ul style="list-style-type: none"> • Employees access: <ul style="list-style-type: none"> • Direct email to your assigned HealthPro • Same day response, next day resolution (outside of bill review) • Request to schedule appointments with your Health Pro 	

Health Pros

Function	Alight	Client or third -party
Participant Support	<ul style="list-style-type: none"> • Alight Health Pro support dedicated to members • Bill and Claim Review/Resolution: including reviews for accuracy, claims corrections, coordination of benefits, appeals processes, etc. • Administrative coordination of complex care for patient: such as surgery pre-certification, prior-authorizations, etc. • Helping employees/dependents navigate the health care system and connect to the best resources for their individual situations • Insurance benefit, clinical policy, & coverage questions • Monthly member communications (from their Health Pro) that direct members to Health Pro support. • Find highly-rated, cost effective providers and care • Compare cost for procedures and care 	
Clinical expertise and education	<ul style="list-style-type: none"> • Common health plan procedures (e.g., treatment pre-certification, step-therapy drugs) • Refer and increase awareness of disease management, wellness and mental health programs 	
Provider Support	Schedule and prepare employees for doctors' appointments	
Navigational	Assist and promote tool and program usage	
Third-party interactions	<ul style="list-style-type: none"> • Work with third parties (e.g., health plans, providers, collection agencies) as needed to research and resolve issues • Request claims filing or submission of additional information necessary to address issues 	

Customer Engagement

Function	Alight	Client or third-party
General health education	Monthly hints Based on emails in the system sent to every member	

Network Optimization

Function	Alight	Client or third-party
Provider Selection - Cost/Quality	<ul style="list-style-type: none">• Provider Recommendations: including quality analysis and embedded care-path cost metrics for providers and facilities• Cost Estimates for Visits and Procedures: including transactional cost estimates based on network rates and full case costs (anesthesia, pathology, etc.)	
RX Alternatives	<ul style="list-style-type: none">• Establish prescription costs and review for generics/clinical alternatives• Provide options for employees where 90-day supplies and mail order options are available	

About Alight Solutions

As the leading provider of benefits administration and cloud-based HR and financial solutions, we enhance work and life through our service, technology and data. Our dedicated colleagues across 14 global centers deliver an unrivaled consumer experience for our clients and their people. **We are Alight. Reimagining how people and organizations thrive.**

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**Schedule B—Fee Schedule Healthcare Navigation Services
Administrative Services Agreement Between
Administrative Services Agreement between City of Round Rock (“Client”) and
Alight Solutions LLC (“Alight Solutions”)
January 1, 2020**

This document reflects Alight Solutions financial offer for the Compass Healthcare Navigation solution. If for some reason this document conflicts with other correspondence, please rely only on the information in this document.

Service Commencement Dates

Compass Healthcare Navigation Services – January 1, 2020

Implementation Fees – Waived

Ongoing Fees

Compass Navigator Healthcare Navigation Standard Services as reflected in the Delivery Model	<p><u>Enrolled Participants</u> 101–5,000</p> <p><u>Monthly Fees</u> \$5 per Enrolled per month</p> <p>Includes monthly communications from the Participant’s Health Pro that direct Participants to use content from the technology only platforms as well as the Health Pro through direct access.</p>
Compass Navigator Utilization Assumptions for Participant per month fees	<p><u>Enrolled Participants</u> 101–1,000</p> <p><u>Utilization Assumption</u> Up to 35.00%</p> <p>Utilization Definition: (Total Solutions)/(Total Number of Enrolled).</p> <p>Should actual utilization exceed the Utilization Assumptions, Alight Solutions reserves the right to renegotiate the fees in good faith or reduce the amount of communications to Enrolled Participants.</p>

Assumptions

- The term of the Agreement is for 1 year.
- The number of Participants will be determined monthly.
- We have relied on the information client provided about its current plans, activity volumes, and head counts of approximately 850 Enrolled Participants.
- Any data provided by Client must be of sufficient quality that processing can be performed without human intervention. Additional ad hoc reporting, data cleanup, manual processing or additional audit support will be billed on a Time and Materials basis at Alight Solutions then current billing rates.
- If Client Terminates for Convenience there is an early exit fee of 20% of the remaining fees owed (covers un-recouped investments, severance costs and transition costs including reasonable associated redeployment and wind-down costs).
- At the end of the agreement Alight Solutions will provide participant data back to Client at no charge using Alight Solutions customary format.
- Customer Service Center hours of operation are from 8:00 a.m. until 8:00 p.m., Central Time, Monday Friday, except for holidays recognized by Alight Solutions.
- Ongoing fees above include Compass Healthcare Navigation Services' standard marketing materials including employee service explanations and telephone number contact instructions. Other marketing materials will be provided to Client as electronic files in camera-ready format. Additional charges may apply for special requests including, but not limited to the costs associated with travel for member meetings; customized or additional educational, promotional, or marketing materials; and/or postage and shipping costs for such additional materials if Client agrees in writing to pay for such items in advance of purchase or provision. Additional charges to the employee may apply for medical record collection fees charged by providers (e.g. doctors, hospitals, etc.) if the active employee agrees in writing to pay for such items in advance of purchase or provision.
- Fees that the Client may be assessed by a third party administrator, insurance company, any providers or other third parties in connection with the medical plan (which may include, but not limited to, data extraction, production and transmission of requested data files, contract development and negotiations, custom network development, custom ID cards or ID card reissue), and third party implementation assistance, shall be the sole responsibility of the Client. Fees that Client may be charged by the third party vendors for marketing services, which may include, but not limited to, production and shipment of additional marketing collateral, and agency costs for additional communication materials, shall be the sole responsibility of the Client. Any fee assessed will be reviewed and approved by the Client.

Payment

Standard ongoing fees with estimated volumes will be paid by wire transfer or Automated Clearing House (ACH) payment on a monthly basis on or prior to the first day of each month, commencing the first of the month in which the Services are scheduled to go live.

Fees for additional services will be invoiced to Client based on charges through the last day of the month. Adjustments, reconciliations, or credits to the standard fees will be included on the invoice. Fees for additional services are due and payable within 30 days of the invoice date.

Interest at nine percent (9%) per year will accrue on all past due amounts from the corresponding due date until payment is received.

Fees for ongoing services and any renewal period are subject to an annual increase, beginning the first anniversary of the live date and each anniversary date after. Fees will only increase if the Employment Cost Index (Table 9. Employment Cost Index for Wages and Salaries, for Private Industry Workers, Not Seasonally Adjusted, All Workers) exceeds three percent (3%), in which case fees will increase by the amount above three percent (3%). Each fee increase will be communicated to Client at least 60 days prior to the effective date of the increase.

Fees for transition services out will be paid by wire transfer or ACH payment on or prior to commencement of the corresponding services.

In addition to fees, Client is responsible for:

- Travel-related expenses.
- Postage and handling; outside delivery Services such as shipping, express mail, and messenger Services.
- Additional employee communications (e.g., designers, typesetters, printers, assemblers, fulfillment, client inventories and pre-printed materials).
- Other outside suppliers, including those used for records management etc.
- Time and materials expenses incurred responding to requests for litigation support and other research.