

# Clarity Enrollment Solutions, LLC

## Document of Understanding



**Broker:** ABC Broker

**Client:** XYZ Corporation



# Clarity Enrollment Solutions, LLC

- Shedding Light on Benefits Enrollment & Technology

A successful enrollment requires a partnership between Clarity Enrollment Solutions, the broker and employer. Clarity is dedicated to working with all parties to achieve the desired results of the upcoming enrollment.

Employer XYZ Corporation (referred to as employer in this agreement)

Address 123 Test Street, Test, MN 55555

Brokerage Firm ABC Broker (referred to as broker in this agreement)

### Method of Enrollment

Clarity Enrollment Solutions will conduct **telephonic enrollment and one-on-one benefit communication** with all eligible employees. The enrollment will be scheduled from 9/1/2015 and will end on 9/10/2015.

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

Benefit / Services	Communicate / Enroll
Enroll STD, LTD, Life, Accident and Critical Illness	Enroll Online
Collect Beneficiary Information for Basic & Vol Life	Capture Online
Collect Emergency Contact Information	Capture Online
Waivers	Capture Online

### Pre-communication

To aid in employee education and awareness, all parties have agreed to use the following communication:

- Announcement – to be emailed to employer. Employer is responsible for electronic and print distribution.
- Benefit Summary with Enrollment Reminders – Employer is responsible for distribution.
- Final Reminder – Employer is responsible for distribution

### Employer Responsibilities

- Benefits enrollment on company time during designated dates (as outlined on enrollment timeline). Employer agrees that >85% of employees will be face-to-face with a Clarity Enrollment Counselor.
- Distribute pre-communication material related to the services offered by Clarity Enrollment Solutions.
- Deduct premiums for the products listed in this agreement. The employees may cancel their individual coverage at any time.
- Adhere to dates and terms outlined in the implementation timeline.
- Pay Voluntary Benefit premiums within 60 days of first bill received from Insurance Carrier



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### Expenses

Employer agrees that all set-up costs associated with this enrollment will be waived in return for the offering of voluntary benefits outlined in this agreement. Further, the employer will not be responsible for direct expenses associated with Clarity’s enrollment process. However, the employer agrees to reimburse Clarity any unrecoverable enrollment related costs (including unrecoverable call center expenses, printing expenses and enroller fees that are incurred prior to the enrollment in the following instances:

- Postponement of enrollment occurring less than 90 days from the scheduled start of the enrollment
- Postponement that lasts for more than 90 days
- If enrollment begins as scheduled, then is canceled or postponed to a later date.

### Term of Agreement

This Agreement shall be effective 9/1/2015 and shall continue in force for an initial period of 1 year(s) from the effective dates. Thereafter, this Agreement shall automatically renew for successive one year periods, unless one party notifies the other in writing of its intent not to renew this Agreement at least 90 days prior to the next scheduled renewal date, or unless earlier terminated as set forth herein. This agreement may be terminated as of any date mutually agreed to in writing by the parties hereto.

### Indemnification

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

### Confidential Information

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

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

### Witnesses

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

### Employer

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

### Clarity Enrollment Solutions, LLC

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_