

A Ceridian COBRA Solution for:



## FLORIDA HOUSING FINANCE CORP

December 24, 2014

For more information, please contact:

Joe Rossi

Sales Consultant

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[Joseph.rossi@ceridian.com](mailto:Joseph.rossi@ceridian.com)







Ceridian is a leading global business services company that helps organizations control costs, save time, optimize their workforce, grow revenue and minimize financial risk. We offer a comprehensive range of human resource, benefits and payment solutions. From workforce management and benefits to productivity and payroll services, we help organizations maximize their human, financial and technology resources. Ceridian provides the insight, KnowHow and solutions organizations need to navigate the complexities of HR, benefits and payment administration.

This proposal includes information that may not be duplicated, used, or disclosed outside FLORIDA HOUSING FINANCE CORP in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of such information, FLORIDA HOUSING FINANCE CORP will have the right to duplicate, use, or disclose the information to the extent provided in the resulting contract. This restriction does not limit the right of FLORIDA HOUSING FINANCE CORP to use information contained within this proposal if it is obtained from another source without restriction. The information subject to this restriction is contained on all sheets.



*Ceridian partners with many of the world's largest and most respected companies, including 60 percent of the Fortune 1,000.*

*Ceridian processes millions of COBRA transactions annually for more than 40,000 employers nationwide.*

## The Ceridian Difference

As a global leader in managed human resources and an expert in benefits administration, Ceridian has earned the trust of tens of thousands of employers. We partner with many of the world's largest and most respected companies, including nearly 60 percent of the *Fortune 1,000*.

As FLORIDA HOUSING FINANCE CORP's business partner, we have one goal: your success. We are here to help your organization save time and money, improve productivity and maintain compliance.

This proposal contains a description of Ceridian's COBRA Administration solution. We hope you will also discover the Ceridian difference: our technology, our people and our commitment to make quality a constant for our customers.

## Benefits to FLORIDA HOUSING FINANCE CORP

Constantly changing rules and increasingly complex regulations can make COBRA compliance challenging for FLORIDA HOUSING FINANCE CORP — yet more vital than ever. As the nation's foremost expert on COBRA administration and a trusted advisor to congressional leaders on health care continuation coverage, Ceridian processes millions of COBRA transactions each year for more than 40,000 employers nationwide.

Ceridian's COBRA Administration solution offers proven best practices to help employers mitigate risk, contain health care expenses and relieve their administrative workload.

### ***With Ceridian COBRA Administration, employers enjoy:***

- Reduced administrative burden for HR staff
- Reduced claims costs
- Reduced liability and risk associated with COBRA non-compliance
- Expert administration
- Exceptional customer service
- Economies of scale, location and technology
- Access to the latest technology, with amortized technology costs
- Web-based tools for HR staff and continuants, available 24 hours a day



## Ceridian's basic COBRA services include:

### **Setup**

- Benefit plans
- Age, gender benefit plan setup
- Takeover and audit of current continuants — complete record from single data source
- Event reporting, inbound from client: electronic, Web or paper
- Comprehensive COBRA implementation kit
- Renewal plan design changes

### **Customer Service**

- Toll-free customer service available 8 a.m. – 8 p.m. Eastern time, Monday through Friday
- Toll-free 24-hour access for continuants and clients via Web, IVR and fax
- Standard service levels and metrics
- Service management support

### **Ongoing Administration**

- Send Qualifying Event notifications via first-class mail with proof-of-mailing
- Process COBRA elections once completed by client/qualified beneficiary
- Validate all COBRA elections
- Bill and collect premiums monthly
- Follow bad address process for undeliverable mail
- Provide collections for bad checks
- Send termination and conversion letters
- Process Participant Life Status Events
- Manage ongoing validation of COBRA participant eligibility
- Validate and process Disability Extensions
- Process participant open enrollment plan changes

### **Reports/Premium Distribution**

- Check disbursement to employer (one location)
- Monthly Participant Update Report (one reporting location via paper)
- Monthly Participant Status Report and Premium Distribution Report
  - One reporting location via paper, and
  - Web access to view, print or download to Excel
- Annual Statistical Report (for customers with more than 1,000 covered lives)

### **Compliance**

- Archive records for proof of compliance
- Compliance review process
- Compliance updates as required by law



# Pricing Methodology for FLORIDA HOUSING FINANCE CORP

## COBRA Administration Investment

Standard Services	
<b>Implementation Fee</b>	Included
<b>Annual Renewal Fee</b>	Included
<b>Initial COBRA Notification Services for NEW Covered Lives</b>	Included
<b>Takeover Fee for Current Continuants</b>	Included
<b>Monthly Service Fee</b>	
126 active covered employees @ \$0.65 per month (Monthly Minimum: \$40.00) (Price guaranteed for 2 years from effective date of this agreement)	\$81.90

### ***Standard Services Include***

- Takeover audit of current continuants
- Qualifying Event notification by first-class mail with proof-of-mailing
- Initial COBRA notification to NEW covered lives by USPS first-class mail with proof-of-mailing
- Election processing
- Accounting/auditing reports to customer
- Monthly invoices
- Collection processing
- Correspondence
- Web access for customer and participants
- Toll-free telephone support to continuants and customer
- Premium allocation reports
- Premium distribution to employer
- Bad check collections
- Updates required by law
- Archiving of all records



## Additional Fees and Services

### Initial COBRA Notification to ALL Current Covered Lives

Paper Format: \$0.07 per employee per month

### Eligibility Reporting

\$10.00 per report per month

### Subsidized Rates

\$5.50 per subsidy-eligible individual per month

### Open Enrollment for COBRA Continuant

Please contact your sales representative for questions about open enrollment services.

### **Additional COBRA Services**

- Initial COBRA notification to ALL current covered lives
  - By USPS first-class mail with proof-of-mailing
- Eligibility reporting
- Subsidized premium billing
- Open enrollment services

## COBRA Pricing Assumptions

- Standard services
- Ceridian standard file specifications
- Ceridian retains 2% administrative fee paid by continuant.
- One reporting location to customer
- All benefits terminate on the same date
- Standard data specifications and media
- A 4% annual adjustment to monthly administration fee may apply upon renewal





**EXHIBIT A19  
COBRA SERVICES**

FOR INTERNAL USE ONLY - BCFD  
 Sales Rep Name: **Joe Rossi**  
 Sales Rep Phone: **(800) 790-9057 Ext. 8554**  
 Sales Rep Email: [joseph.rossi@ceridian.com](mailto:joseph.rossi@ceridian.com)

**Desired Effective Date:** January 1, 2015    **QE Effective Date:** January 1, 2015    **Payment Type:** Check  
**Renewal Date:** January 1, 2016    **Takeover Effective Date:** January 1, 2015    **Invoice Delivery:** Email  
 When selected, a paper invoice fee of \$4.00 per invoice will apply

CLIENT INFORMATION				
Client Name <b>Florida Housing Finance Corp</b>		(the "Client")	FEIN	<b>59-3451366</b>
Email address for email invoice delivery: <b>Jessica.Cherry@floridahousing.org</b>				
Address <b>227 N. Bronough St. Ste. 5000</b>	City <b>Tallahassee</b>	County <b>Leon</b>	State <b>FL</b>	Zip <b>32301</b>
Phone No. <b>850.488.4197</b>	Fax No.	Email <b>above</b>		
CLIENT ADMINISTRATIVE CONTACT (DAY-TO-DAY CONTACT)				
Name <b>Jessica Cherry</b>	Phone No. <b>850.488.4197 x.1226</b>	Email <b>above</b>		

Item Description	Quantity	Rate	Charge
<b>Standard Service Items</b>			
<input checked="" type="checkbox"/> COBRA Setup	Included	Included	Included
<input checked="" type="checkbox"/> COBRA Annual Renewal	Included	Included	Included
<input checked="" type="checkbox"/> COBRA Total Population Notification	Excluded	Excluded	Excluded
<b>Monthly Recurring Fees</b>			
<input checked="" type="checkbox"/> Covered Employee Charge – COBRA (per employee per month) Monthly Minimum: \$40.00 (Price guaranteed for 2 years from effective date of this agreement)	126	\$0.65	\$81.90
<b>Fee for Service</b>			
<input checked="" type="checkbox"/> New Hire Notification – COBRA (per notification)		\$0.00	
<input type="checkbox"/> Eligibility Report Charge - COBRA ( <input type="checkbox"/> Electronic/ <input type="checkbox"/> Paper) (per report)		\$10.00	
<input type="checkbox"/> Subsidy Monthly Service Fee – COBRA (per subsidized individual)		\$5.50	
<input checked="" type="checkbox"/> Participant Takeover Charge – COBRA (per takeover)	XX	\$0.00	
<b>Fee for Service – Open Enrollment</b>			
<input type="checkbox"/> Open Enrollment Package Design Setup Fee ( <input type="checkbox"/> Full / <input type="checkbox"/> Partial)		\$1,000 / \$125	
<input type="checkbox"/> <b>SELECT ONLY IF "FULL" SERVICE:</b> Plan Document Design Fee (Each additional package)		\$95.00	
<input type="checkbox"/> Open Enrollment Fee - COBRA( <input type="checkbox"/> Full / <input type="checkbox"/> Partial) (per eligible participant)		\$15.00 / \$8.00	
<input type="checkbox"/> <b>SELECT ONLY IF "FULL" SERVICE:</b> Announcement Letters		\$5.00	
<input type="checkbox"/> Custom Rate Sheets (per sheet)		\$1.50	
<input type="checkbox"/> Open Enrollment Labels Only		\$25.00	





**EXHIBIT A19  
COBRA SERVICES**

This is to acknowledge that the Client has reviewed and understands the terms, conditions, and information as stated in this Contract for Services. The Client acknowledges responsibility to pay fee(s) for services performed if \_\_\_\_\_ (Agent/Broker)\* does not pay all or any part of the fee(s) for services performed. The Client agrees to be bound by all terms and conditions stated on this Contract for Services and attachments. **Any changes to this document are not binding unless initialed by both parties.**

**INITIAL** the two statements below

**SIGN and INCLUDE:** General Terms & Conditions, Service Manual and Carrier/Rate Information for COBRA with this Contract.

 Client has reviewed and agrees to the Terms and Conditions set forth on page 3 of this document.  
 Client has received and will be bound to the service obligations set forth in the Service Manual included with this document.

Pages 1-3 of this document comprise the Contract for Services.

**ACCEPTED BY CLIENT:**

AGREED TO BY CERIDIAN HCM, INC.

 12/30/14  12/24/2014  
**Authorized Client Representative Signature, Title** **Date** **Larry Dunivan, Senior Vice President** **Date**

Agent / Broker / Referral Information				
Agent / Broker / Referrer Name		*Agent / Broker / Referrer Company Name		Invoice Broker? <input type="checkbox"/> Yes* <input type="checkbox"/> No
Electronic Bill Email Address:				
Address		City	County	State Zip
Ceridian Agent #	Telephone	Fax	E-mail Address	
			<input type="checkbox"/> Check if you wish to have a Confidentiality Agreement and a Delegate Agreement drawn up and sent to you	
<b>*Authorized Broker Representative (Signature)</b>		<b>Date</b>		
Agent / Broker by signature of its Authorized Broker Representative above represents and warrants that this contract complies with all applicable state insurance laws and regulations. Agent / Broker also agrees to pay the fee(s) for services performed.				



**EXHIBIT A19  
COBRA SERVICES**

**General Terms and Conditions**

- 1. Parties:** This Agreement is between the client identified on the cover page ("Client") and Ceridian Corporation and/or its subsidiaries ("Ceridian"), each of which may be referred to in the singular as "Party" or in the plural as "Parties".
- 2. Term and Termination:** This Agreement will become effective when signed by Client and accepted by Ceridian (the "Effective Date"). It will, except as provided in Article 6, continue for an initial term of one year (unless otherwise stated in an Exhibit or Amendment to this Agreement) beginning with the Effective Date (the "Initial Term") and shall continue thereafter until terminated by either Party upon 90 days prior written notice. If Client cancels the Agreement or any individual Service provided under this Agreement prior to the expiration of the Initial Term (or prior to the expiration of any fixed or minimum term for any subsequently added service), it will pay a cancellation charge (as a genuine estimate of liquidated damages and not as penalty) equal to 50% of the average monthly charge for all Services to Client under the Agreement during the 3-month period preceding Client's notice to Ceridian of its intent to cancel, times the number of whole or partial months between the effective date of cancellation and the expiration date of the Initial Term (or subsequently fixed term). If services have not begun, then such fee will be calculated using the estimated repetitive figures set forth in the applicable pricing exhibit, plus actual implementation fees incurred. However, no cancellation charge shall be due in the event Client terminates this Agreement for cause.
- 3. Fees and Payments:** Client will pay the fees set forth in the attached Contract for Services and/or Exhibit A(s), including any applicable taxes. Ceridian shall not increase fees during the first 2 years of the Agreement. After the second year Ceridian reserves the right to increase prices once annually with thirty days prior written notice to Client. All reasonable, pre-approved and customary travel expenses incurred by Ceridian in support of the Services will be billed at actual cost to the Client. Ceridian may charge a late payment fee in the amount of 1½% per month for delinquent payments made by Client. Client agrees to pay late payment fees and any costs of collection.
- 4. Services:** Except as provided herein, Ceridian shall provide the services ("Services") identified on the Contract for Services and described in the attached Service Manual(s). Services provided to Client that are not within the scope of this Agreement will be mutually agreed upon between the Parties, subject to the terms and conditions of this Agreement and billed at Ceridian's then current price. Any exception fees, late fees, or miscellaneous fees will be subject to the terms of this Agreement and billed at Ceridian's then current price.
- 5. Changes:** In the event of a change in federal or state laws or regulations affecting the Services provided under the terms of this Agreement, Ceridian may make changes to the Agreement, including the Contract for Services and the Service Manual(s), with 30 days' prior written notice to Client. If, upon notification of the change, Client elects not to continue Services, Client may terminate this Agreement upon 30 days' prior written notice without penalty or cancellation fees.
- 6. Termination for Cause:** If either Party does not meet its obligations as set forth in this Agreement within 30 days after receiving written notice of the breach, then the other Party shall have the immediate right to provide written notice of termination of this Agreement. Additional termination rights may be set forth in the attached Service Manual(s). Client's obligation to pay all charges that have accrued will survive any termination of this Agreement.
- 7. Confidentiality and Privacy:** Neither Party shall disclose Confidential Information of the other Party, except as provided herein. The receiving Party shall use the same degree of care as it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the confidential information of the disclosing Party. The foregoing obligations shall not apply to any information that (a) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving Party, (b) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving Party, (c) was known to the receiving Party at the time of disclosure, (d) was generated independently by the receiving Party, or (e) is required to be disclosed by law, subpoena or other process. Ceridian may transfer Client's Confidential Information to a governmental agency or other third party to the extent necessary for Ceridian to perform its obligations under this Agreement or if Client has given Ceridian written authorization to do so. For purposes of this paragraph, Confidential Information shall mean any information identified by either Party as "Confidential" and/or "Proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing Party's business, employees, service methods, software, documentation, financial information, prices and product plans. Ceridian reserves the right to independently use its experience and know-how, including processes, ideas, concepts and techniques developed in the course of performing Services under this Agreement. Ceridian shall appropriately safeguard all Protected Health Care Information ("PHI") made available to Ceridian while rendering Services. Ceridian will comply with all laws applicable to its Services including Florida Public Records laws and any exceptions.
- 8. Disposition of Data:** Except as expressly provided in an applicable Service Manual(s), Ceridian will not be responsible for storing copies of Client's records when Ceridian no longer requires such information in order to provide Services to Client. Client will reimburse Ceridian for the costs of producing any information in Ceridian's possession or control relating to Client's business or employees that Ceridian is obligated to produce in response to a Client request or court order. Upon termination of this Agreement, Ceridian will dispose of Client's records and data unless otherwise previously directed in writing by Client.
- 9. Intellectual Property:** All materials, including but not limited to forms (including data collection forms provided by Ceridian), brochures, tip sheets, posters, and online content ("Materials") furnished by Ceridian to Client are licensed (not sold). Client is granted a personal, non-transferable and nonexclusive license to use Materials solely for Client's own internal business use. Client does not have the right to copy, distribute, reproduce, alter, display, or use these Materials or any Ceridian trademarks for any other purpose. Client agrees that (a) it will keep Materials confidential and will use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use and (b) its license to use Materials ends on the termination date of this Agreement. Upon termination, Client agrees to destroy Materials or, if requested by Ceridian, return them to Ceridian.
- 10. Limitation of Remedies:** Ceridian will indemnify and hold Client harmless from and against any and all claims alleging that the Services and Materials furnished by Ceridian violate any third party's patent, trade secret, copyright, or other intellectual property right. Ceridian will also indemnify and hold Client harmless from and against any and all claims for bodily injury allegedly caused by Ceridian. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE MAXIMUM TOTAL LIABILITY OF CERIDIAN TO CLIENT SHALL BE LIMITED TO DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE GREATER OF (A) THE TOTAL AMOUNT PAID BY CLIENT FOR THE DEFECTIVE SERVICE CAUSING THE DAMAGE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE LOSS, OR (B) \$10,000. THIS REMEDY IS CLIENT'S SOLE AND EXCLUSIVE REMEDY. CERIDIAN SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES EVEN IF CERIDIAN HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. CERIDIAN WILL NOT BE RESPONSIBLE FOR FAILURE TO PROVIDE SERVICES IF DUE TO ANY CAUSE OR CONDITION BEYOND THE REASONABLE CONTROL OF CERIDIAN.
- 11. Warranty Disclaimer:** THE EXPRESS WARRANTIES SPECIFIED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERIDIAN DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES.
- 12. Notices:** All notices, requests and communications to the Parties shall be in writing (including fax or similar writing) and shall be given to the Parties at their respective address identified on the cover page or to such other address or fax number as either Party may hereafter specify by notice to the other Party. Each such notice, request or communication shall be effective upon receipt, provided that if the day of receipt is not a business day, then the notice shall be deemed to have been received on the next succeeding business day.
- 13. General Provisions:** (a) This Agreement and the Parties rights and obligations shall be governed and construed pursuant to the laws of the state of Florida and Client consents to be subject to the jurisdiction of the state or federal courts located in Florida; (b) Client may not assign this Agreement except with Ceridian's prior written approval; (c) No action under this Agreement may be brought by Client more than two years after the cause of action has accrued.
- 14. Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings regarding the subject matter hereof, whether written or verbal. Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.



**Exhibit B18: Ceridian Benefits Services, Inc.**  
**Service Agreement**  
**Ceridian COBRA Continuation Services**

**A. DUTIES OF CERIDIAN**

Commencing on the effective date of this Agreement, Ceridian is authorized and instructed by Client to implement and follow its standard administrative procedures to provide the following services with respect to the Plan(s) for consideration, as stated in the Client Quotation, which is a part of this Agreement.

1. Advise covered employees and qualified beneficiaries under COBRA in writing of their rights to elect and continue to receive COBRA continuation coverage under the Plan(s), after Client has notified Ceridian of the occurrence of one of the events set forth in Section B (1) (i) through (vii), below, with respect to such individual;
2. Collect premiums (plus administrative charges) from or on behalf of continuants, who elect to continue coverage under the Plan(s), and forward the amount of the paid premiums (excluding the 2% administrative charge paid by continuants and any earnings on the paid premiums retained by Ceridian) to Client (or as otherwise mutually agreed between the parties) on a monthly basis unless Client chooses optional service (for a fee) to have Ceridian remit premiums directly to the insurance carrier (HMO premiums are forwarded weekly and non-HMO premiums are forwarded monthly);
3. Advise Client in writing of the status of each continuant electing continued coverage under the Plan(s) within 10 business days after the end of each month. These status reports will include continuants who are current on their payments, and those cancelled for failing to remit payments pursuant to the requirements of COBRA, as implemented in accordance with this Agreement;
4. Provide Client, upon request, with forms to be used to notify Ceridian of a "qualifying event," as that term is defined under COBRA;
5. Provide notification containing the information required to be included in the COBRA initial notification (ERISA Section 606(A)(1)) to all employees of Client and dependents who are participants under the Plan(s) and whose names and addresses are furnished by Client;
6. With respect to services provided by Ceridian under this Agreement, Ceridian shall maintain proof of services performed by Ceridian for a period of seven years.

Ceridian shall consider COBRA premiums to be timely paid if, within 30 days of the due date, such premiums are actually delivered to Ceridian, postmarked by the U.S. Postal Service or sent by express delivery service (with evidence thereof), unless Client advises Ceridian in writing that a longer period applies under the Plan(s). Actual delivery, postmark or evidence of express delivery will also be used to determine timeliness of COBRA elections based on applicable statutory periods. Ceridian shall not be responsible for reviewing the Plan(s) in any respect or for comparing the Plan(s) with the group health plan sponsored by another employer or Medicare.

In addressing correspondence to qualified beneficiaries and other individuals, Ceridian is instructed, where practicable, to use zip+4, (through United States Postal Service approved Accumail or other computer program) for those addresses that are furnished to Ceridian without such information, and to use its best efforts to correct or complete addresses that it recognizes to be incorrect or incomplete.

Ceridian shall provide a toll-free telephone number for access to a Customer Service Representative, who will be available during normal Ceridian business hours from 8:00 a.m. to 8:00 p.m., Eastern time, Monday through Friday, (except Ceridian holidays) that may be used by Plan(s) participants and dependents (or their authorized representatives) in connection with the services provided by Ceridian under this Agreement.

**B. DUTIES OF CLIENT**

Client shall advise Ceridian of the occurrence of any of the following events, but in the case of B (1) (i) through (vii) only those events that would result in the loss of coverage by a participant under Client's Plan(s):



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**Ceridian COBRA Continuation Services**

1. (i) Death of a covered employee/retiree; (ii) Termination of employment of a covered employee (for reasons other than gross misconduct) or reduction in the employee's hours; (iii) Divorce/legal separation from the covered employee; (iv) Covered employee/retiree becoming entitled to benefits under Title XVIII of the Social Security Act (Medicare); (v) Dependent children who cease to be eligible as "dependents" under the terms of the Plan(s); (vi) a Client filing for bankruptcy (provided that if Client files for bankruptcy under title 11, U.S.C., a Client shall advise Ceridian of any loss or substantial elimination of coverage under the Plan(s) (with respect to employees, dependents, retirees, surviving spouses and their dependents) occurring within one year before or after the commencement of the bankruptcy proceeding); and (vii) Any other event resulting in a covered employee and/or dependent becoming qualified to continue coverage under the provisions of COBRA;
2. A qualified beneficiary being determined, under title II or XVI of the Social Security Act, to have been disabled at any time during the first 60 days of continuation coverage or that the qualified beneficiary is no longer disabled. Such notice(s) shall be provided to Ceridian as soon as practicable, but in no event later than 5 business days after the date a Client becomes aware of such event; and
3. The termination of any of the Plan(s), such notice(s) to be provided at least 30 days prior to, or, if less, as soon as practicable in advance of, the termination of the Plan(s).

The notices described in Section B (1) (i) through (vii), above, are to be sent in writing, by file in an agreed upon format, or in any other form acceptable to Ceridian by Client within 14 days of the date of the occurrence of the event described therein (irrespective of the date of loss of coverage under the Plan(s)). Client shall be solely responsible for determining whether or not an employee has had a qualifying event, has been terminated for gross misconduct or is or has been incompetent.

Client shall also be solely responsible for selecting a determination period, and establishing and advising Ceridian of the applicable premium rates to be charged for COBRA continuation coverage. Client shall notify Ceridian in writing: (i) at least 30 days in advance of the applicable billing date of any changes in premium rates affecting participants electing continued coverage under the Plan(s), and (ii) at least 30 days in advance of the applicable billing date of any changes in premiums applicable to participants during an open enrollment period.

Client represents that Client Plan(s) will be maintained during the term of this Agreement in accordance with ERISA, PHSA (if applicable), and the Internal Revenue Code of 1986, as amended (the "Code"). Client, the Plan(s) administrator and/or the Plan(s) (and their agents or assigns), and not Ceridian, shall be solely responsible for the review and payment of claims for benefits under the Plan(s) and all appeals under ERISA, including, without limitation, with respect to claims, benefits and eligibility determinations under the Plan(s).

**C. CLAIMS**

Notwithstanding anything in this Agreement to the contrary, Ceridian shall not be responsible to receive or review claims for benefits under the Plan(s) or be liable for the payment of any claims for benefits under or in connection with the Plan(s), including, without limitation, where sought as damages in an action against Client, Ceridian or otherwise. Client agrees to hold Ceridian harmless (including reasonable attorneys fees and costs) and expressly releases all claims against Ceridian in connection with any claim or cause of action, which results from the failure or alleged failure of Client (its officers and employees, any entity related to or performing services on behalf of Client, including, without limitation, any insurance company providing services to or on behalf of the Plan(s)) to comply with COBRA, ERISA, PHSA, other applicable law or the provisions of this Agreement, and any occurrences prior to the effective date of this Agreement.

**D. AUDIT RIGHTS**

Client may inspect any COBRA compliance transactions, procedures, records and participant files relating to Client's employees (and their dependents), at Ceridian's office and at a time reasonably acceptable to Ceridian, upon providing 10 business days advance written notice to Ceridian.



**Exhibit B18: Ceridian Benefits Services, Inc.**  
**Service Agreement**  
**Ceridian COBRA Continuation Services**

**E. RELATIONSHIP OF PARTIES**

Client and Ceridian acknowledge and agree that Ceridian is retained under this Agreement as a representative of Client, the Plan(s) and/or the plan administrator of the Plan(s) to assist them with their obligations to comply with the continuation coverage provisions of COBRA, and that Ceridian is not a fiduciary under ERISA and lacks any discretion hereunder. The parties hereto further acknowledge that Ceridian is an independent contractor and not a joint venturer with or partner, agent or employee of Client. Nothing contained in this Agreement shall be deemed to permit either party to conduct business in the name of or on account of the other party, to incur or assume any expense, debt, obligation, liability, tax or responsibility on behalf of or in the name of the other party, or to act on behalf of or bind the other party in any manner whatsoever, except for the taking of actions by Ceridian on behalf of Client in the course of fulfilling its duties under this Agreement.

**F. RELIANCE BY CERIDIAN**

Client has authorized and instructed Ceridian in Section A to implement its standard administrative procedures to provide services in accordance with this Agreement. Ceridian shall be fully protected in relying upon representations made by or on behalf of Client. Client represents that the signatory to this Agreement is authorized to enter into such Agreement on behalf of Client, the Plan(s) administrator(s) and/or the Plan(s). Client and Ceridian agree that if Client provides Ceridian with specific instructions to provide services in a manner other than in accordance with Ceridian's standard procedures, Ceridian may (but need not) comply with Client's written instructions, provided that, if Ceridian complies with such instructions, Client and not Ceridian shall be solely responsible for Ceridian's actions so taken, and Client agrees to hold Ceridian harmless (including reasonable attorneys fees and costs) and expressly releases all claims against Ceridian in connection with any claim or cause of action, which results from or in connection with Ceridian's following Client's written instructions. Ceridian may require that Client requested changes be provided in writing in a form acceptable to Ceridian, within its sole discretion.

**G. ELECTRONIC DATA FILE TRANSFERS**

The provisions of this Section shall apply to any electronic data file transfers between Client and Ceridian.

1. Each party shall properly use those security procedures, if any, which are reasonably sufficient to ensure that all transmissions of documents are authorized and to protect its business records and data from improper access.
2. Ceridian shall not be required to confirm or verify the accuracy, authenticity or completeness of any information provided by Client. Ceridian's only obligation shall be to compile such information accurately and to utilize such information in performing its responsibilities.
3. Client is responsible for verifying the receipt of data by Ceridian from monthly reports sent to Client.
4. Documents shall not be deemed to have been properly received, and no document shall give rise to any obligation, until accessible to the receiving party. Any document properly transmitted pursuant to this Agreement shall be considered to be a "writing" or "in writing," and any such document when containing, or to which there is affixed, a signature shall be deemed for all purposes (i) to have been "signed," and (ii) to constitute an "original" when printed from electronic fields or records established and maintained in the normal course of business.
5. Ceridian shall not be liable for and Client shall indemnify Ceridian with respect to any damages (including reasonable attorney fees and court costs) that may result from its utilization of inaccurate or incomplete information received from Client.
6. Email can be used to supplement or replace telephone calls to Ceridian. During email use, Ceridian is not responsible for any message or data that is lost or altered in transit, misinterpreted upon receipt, or electronically directed to the wrong employee at Ceridian. Email is not an acceptable method of transmitting COBRA data.



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7. The following methods are acceptable methods of transmitting COBRA messages or data: EFT, CD, 3 ½" diskettes (in tape specifications as agreed by both parties); Ceridian Web enabled applications; and manual paper forms (provided by Ceridian.)

**H. RESPONSIBILITY OF PARTIES**

Except as expressly provided to the contrary herein, neither Ceridian nor Client shall be responsible for any damages to the other under the terms of the Agreement or arising out of their respective responsibilities hereunder, unless such damages directly result from: (i) the failure of one of the parties to fulfill any of its duties under this Agreement, or (ii) the dishonest, fraudulent, or criminal acts of a party, its employees, directors, or officers, acting alone or in collusion with others.

In reference to COBRA services under this Agreement, Ceridian and Client each agree to protect, defend and indemnify the other from and against any Charges (as defined below) arising out of or resulting from the breach by the other party of any provision of this Agreement, such amounts payable upon a Determination of Liability (as defined below) in accordance with the terms set forth below. For purposes of this Section:

1. The parties acknowledge and agree that this Agreement is a legally enforceable written agreement within the meaning of Section 4980B(e)(2)(A) with respect to and to the extent of the services that Ceridian is obligated to provide hereunder. Ceridian shall pay for excise taxes imposed upon it under Section 4980B(e)(1)(B) of the Code based on the Agreement, subject to the aggregate limits under Section 4980B(c)(4)(C) of the Code, provided that Ceridian retains all rights to challenge or seek a waiver from the Internal Revenue Service with respect to all or any portion of such excise taxes, and provided further that Client, and not Ceridian, shall have responsibility with respect to such excise taxes in cases where such tax assessments arises out of Client's act or failure to act or Ceridian following the instructions provided by Client.

2. "Charges" means (i) excise taxes imposed under Code Section 4980B(e)(1), subject to the provisions of the aggregate limitations set forth in Code Section 4980B(c)(4)(C) and the right of the assessed party to challenge the Internal Revenue Service with respect to all or part of the imposition of such excise taxes; and/or (ii) penalties (in an amount up to \$110 per day) that are imposed by a court under Section 502(c)(1) of ERISA and that are paid, but shall exclude the payment of the claims for medical benefits under the terms of any group health plan, and, which in the case of (i) or (ii) are incurred as a direct result of the other party breaching the Agreement;

3. "Determination of Liability" means: (i) the agreement by the indemnifying party ("Indemnitor") that it has committed a breach of the Agreement that directly resulted in the incurrence of a Charge by the party seeking indemnification ("Indemnitee") in response to a notice from the Indemnitee to the Indemnitor via certified mail asserting liability under this provision, and requesting payment; or (ii) a determination by a court of competent jurisdiction in a final nonappealable decision issued in a case in which the Indemnitor is a party, which decision finds that the Indemnitor has committed a breach of the Agreement that directly resulted in the Indemnitee incurring a Charge; and

4. Notwithstanding anything in this Section to the contrary, neither party shall be entitled to indemnification under this Section in circumstances where the Charge(s) sought hereunder result from: (i) the Indemnitor following the written instruction of the Indemnitee; (ii) reasonable reliance by the Indemnitor on information furnished by the Indemnitee; (iii) the actions or inactions of the Indemnitor in circumstances where the Indemnitor requested, but did not receive, information or guidance from the Indemnitee, which information or guidance the Indemnitee is obligated to provide under the Agreement or which is within the sole control of the Indemnitee under the applicable group health plan; (iv) the improper, illegal, fraudulent or negligent actions of the Indemnitee; or (v) a matter in which the Indemnitee fails to notify the Indemnitor within fifteen days after the Indemnitee first becomes aware of the assessment or suit against it for which indemnification will be or is sought hereunder.

**I. MONIES RECEIVED ARE GENERAL ASSETS**

Notwithstanding any provision in this Agreement to the contrary, Client and Ceridian intend and agree that the monies received by Ceridian and forwarded to Client as provided in this Agreement: (i) are and shall remain the general assets of Client; (ii) are not the general assets of Ceridian; and (iii) are not "plan assets" within the meaning of ERISA.





<b>Client Name</b> FLORIDA HOUSING FINANCE CORP	<b>EIN #</b> 59-3451366
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\* NOTE: Clients must complete and submit both pages of this form to ensure proper plan setup.

**Select a Benefit Package Option:**

- Unbundled Plans:** Any offered coverage type may be taken alone
- Bundled Plans:** The entire benefit package must be offered as a whole (all coverage types); a COBRA participant has the option to elect "core coverage" types only. "Core coverage" is any coverage type other than dental and vision.
- Sometimes Bundled Plans:** Certain coverage types are required to be taken together, while others may be taken alone. Please specify what coverage type(s) must be offered together below.
- Packaged Plans:** All coverage types must be offered together

**Select Age and/or Gender Rate Rules (Complete only if applicable)**

Please note the following:

Ceridian will utilize the Employee rate as the default for the age and/or gender rate table.

Ceridian does not adjudicate per child rates or rates based on a spouse's age band.

Attach a rate grid showing all Age/Gender rates and tiers (CALIFORNIA: clearly identify which plans have active COBRA enrollees). A carrier invoice will not provide the required information. Provide monthly rate for each applicable coverage choice without the 2% COBRA administration fee.

Please review the questions below and contact your carrier representative if clarification of your rate structure is necessary to answer both questions correctly.

1. Should the participant be billed at the rate for their: (check one)
  - Age Attained - or -  Age they are nearest within 6 months
2. Should the rate change occur at: (check one)
  - The start of the billing cycle following the participant's birthday - or -
  - The start of the billing cycle containing the participant's birthday - or -
  - The beginning of the plan year - or -
  - The end of the plan year - or -
  - The end of the calendar year

**Provide Health Care Account Directives**

- Do you currently offer a Health Care Flexible Spending Account?  Yes  No
- FSA Administrator Name & Address (if applicable) Wage Works 1100 Park Place, San Mateo, CA 94403
- Do you want Ceridian to administer COBRA for this Health Care Flexible Spending Account?  Yes  No
- Must a Medical plan be taken along with this Health Care Flexible Spending Account?  Yes  No
- If you have a Health Reimbursement Arrangement, must a Medical plan be taken along with this HRA benefit plan?  Yes  No
- Do you want Ceridian to administer COBRA for this Health Reimbursement Arrangement?  Yes  No

From	Phone
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**Carrier/Rate Information for COBRA**

(Save this form as a template – reuse it as many times as necessary to list all of your carriers.)

<b>Client Name</b> <b>FLORIDA HOUSING FINANCE CORP</b>	<b>EIN #</b>
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Complete Carrier/Provider Name (i.e., XYZ of North Carolina)		Type of Coverage <input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Vision <input type="checkbox"/> Hearing <input type="checkbox"/> Rx <input type="checkbox"/> HRA <input type="checkbox"/> Other (as follows)				
Plan Description <input type="checkbox"/> HMO <input type="checkbox"/> PPO <input type="checkbox"/> POS <input type="checkbox"/> EPO <input type="checkbox"/> Indemnity <input type="checkbox"/> Other (as follows)		If Medical, does the medical plan include prescription coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Begin and End Effective Dates of the Plan Year: (mm/dd/yyyy – mm/dd/yyyy) / / - / /		Policy/Group Number				
<b>Monthly Rates (without 2%)</b> If Age/Gender attach rate grid	Individual	Ind. Spouse + 1	Individual + Spouse	Individual + Child	Individual + Children	Family
\$	\$	\$	\$	\$	\$	\$
If provider plan is bundled or packaged, this coverage line must be taken with: <input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Vision <input type="checkbox"/> Hearing <input type="checkbox"/> Rx <input type="checkbox"/> HRA <input type="checkbox"/> Other (as follows)						

Complete Carrier/Provider Name (i.e., XYZ of North Carolina)		Type of Coverage <input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Vision <input type="checkbox"/> Hearing <input type="checkbox"/> Rx <input type="checkbox"/> HRA <input type="checkbox"/> Other (as follows)				
Plan Description <input type="checkbox"/> HMO <input type="checkbox"/> PPO <input type="checkbox"/> POS <input type="checkbox"/> EPO <input type="checkbox"/> Indemnity <input type="checkbox"/> Other (as follows)		If Medical, does the medical plan include prescription coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Begin and End Effective Dates of the Plan Year: (mm/dd/yyyy – mm/dd/yyyy) / / - / /		Policy/Group Number				
<b>Monthly Rates (without 2%)</b> If Age/Gender attach rate grid	Individual	Ind. Spouse + 1	Individual + Spouse	Individual + Child	Individual + Children	Family
\$	\$	\$	\$	\$	\$	\$
If provider plan is bundled or packaged, this coverage line must be taken with: <input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Vision <input type="checkbox"/> Hearing <input type="checkbox"/> Rx <input type="checkbox"/> HRA <input type="checkbox"/> Other (as follows)						

Complete Carrier/Provider Name (i.e., XYZ of North Carolina)		Type of Coverage <input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Vision <input type="checkbox"/> Hearing <input type="checkbox"/> Rx <input type="checkbox"/> HRA <input type="checkbox"/> Other (as follows)				
Plan Description <input type="checkbox"/> HMO <input type="checkbox"/> PPO <input type="checkbox"/> POS <input type="checkbox"/> EPO <input type="checkbox"/> Indemnity <input type="checkbox"/> Other (as follows)		If Medical, does the medical plan include prescription coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Begin and End Effective Dates of the Plan Year: (mm/dd/yyyy – mm/dd/yyyy) / / - / /		Policy/Group Number				
<b>Monthly Rates (without 2%)</b> If Age/Gender attach rate grid	Individual	Ind. Spouse + 1	Individual + Spouse	Individual + Child	Individual + Children	Family
\$	\$	\$	\$	\$	\$	\$
If provider plan is bundled or packaged, this coverage line must be taken with: <input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Vision <input type="checkbox"/> Hearing <input type="checkbox"/> Rx <input type="checkbox"/> HRA <input type="checkbox"/> Other (as follows)						

**\* Attach a rate grid showing all Age/Gender rates and tiers (CALIFORNIA: clearly identify which plans have active COBRA enrollees). Provide monthly rate for each applicable coverage choice without the 2% COBRA administration fee.**

From	Date 12/24/14	Phone	Please provide carrier/rate information for all COBRA-eligible plans Ceridian is to administer.
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## Ceridian Confidentiality Agreement

**Important:** Please review the following information about Ceridian's Confidentiality Agreement prior to completion.

**Q: *What is the purpose of a Confidentiality Agreement?***

**A:** A Confidentiality Agreement needs to be completed ONLY IF an employer wants their employee benefits broker (or any "third party" other than the employer's staff) to have full access to their Ceridian COBRA account and its information.

**Q: *Why is a Confidentiality Agreement necessary for third-party account access?***

**A:** Ceridian's standard contractual commitment to its employer clients restricts Ceridian from releasing account information to *any* entity other than our employer clients. When desired, the Confidentiality Agreement gives an employer the flexibility to authorize Ceridian's release of account-sensitive information to its employee benefits broker or any other third party that likewise agrees to the access by signing the Confidentiality Agreement.

## Ceridian Delegate Agreement

**Important:** Please review the following information about Ceridian's Delegate Agreement prior to completion.

**Q: *What is the purpose of a Delegate Agreement?***

**A:** A Delegate Agreement allows an employer's benefits broker (or other third party) to act on the employer's behalf as it relates to their Ceridian COBRA accounts. These actions might include directly engaging Ceridian to secure COBRA participant information to resolve a current benefits question, accessing account activity reports, triggering the delivery of COBRA notices, and similar actions.