

Via Benefits™ Adoption Agreement

Plan Sponsor Name _____

Conference # _____ Employer # _____

Note: If you currently sponsor Via Benefits and have no changes for the upcoming plan year, proceed directly to Part 5.

Overview

Wespath, through agreements with Via Benefits, a Willis Towers Watson company (Via Benefits), Personify Health, and Blueprint for Wellness, has established a program (the Program) for Medicare-eligible clergy and lay individuals of Plan Sponsors.

- Via Benefits offers a marketplace through which Medicare-eligible individuals receive guidance to choose from an array of individual Medicare Advantage, Medicare Supplement, prescription drug, dental and vision policies.
- Personify Health provides a voluntary employee wellness program through which eligible individuals are rewarded for engaging in walking and other physical activity.
- Blueprint for Wellness is a health screening program including venous blood draw and other biometric measurements at onsite events or local laboratories.

Plan Sponsor represents that it is eligible to participate in and wishes to adopt the Program effective as of _____, 20 ____ (Effective Date). The Plan Sponsor hereby adopts the Program for its eligible clergy, lay employees and their eligible dependents in accordance with the following provisions:

- Plan Sponsor agrees to be bound by all the terms, provisions, administrative policies and guidelines of the Program including, but not limited to, the Program's plan document and this Adoption Agreement (together, the Program Documents).
- Plan Sponsor agrees to adopt a written policy to document any terms or conditions related to the Program that it establishes for its eligible clergy, lay employees, and eligible dependents, including, but not limited to eligibility to participate, health reimbursement account (HRA) contributions, and vesting of benefits.
- The Plan Sponsor shall elect below the components of the Program it wishes to provide. Such elections shall apply to the Medicare-eligible individuals of the Plan Sponsor and the Salary-Paying Units as defined by the Plan Sponsor's policy. The Plan Sponsor may amend these elected benefit elections from time to time, effective as of the first day of the Plan Year that follows the execution date of such amendment; provided, however, that, to be so effective, the Plan Sponsor must provide Wespath with such amended adoption agreement no later than six months before the first day of the Plan Year in which the amendment is to be effective (and the Plan Sponsor must provide appropriate notice to the other Salary-Paying Units, as directed by Wespath).
- Plan Sponsor acknowledges that Wespath has the authority to modify the Program at any time, in accordance with the Program Documents. Wespath agrees that it will, in good faith, use its best efforts to provide notice to the Plan Sponsor of any material modifications at least 90 days before the effective date of such modification.
- The Plan Sponsor agrees to abide by all laws and regulations applicable to the Plan and its participating employers including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and the Internal Revenue Code, where applicable.
- The Plan Sponsor agrees to offer coverage under this Plan on a nondiscriminatory basis to all Medicare-eligible individuals in accordance with applicable laws.

Part 1 – Medicare-Eligible Via Benefits Election

The Plan Sponsor may elect to offer coverage to Medicare-eligible retired participants, surviving spouses, surviving dependents as well as participants and spouses eligible for the Medicare Secondary Payer Small Employer Exception (MSPSEE) through Via Benefits. This election may also apply to Medicare-eligible disabled participants or Medicare-eligible disabled spouses and dependents (where permitted by Medicare secondary payer rules and Plan Sponsor policies).

- Plan Sponsor elects to offer coverage through Via Benefits for the following populations:
 - Eligible retired clergy participants
 - Eligible retired lay participants
 - Spouse of eligible retired clergy participant
 - Spouse of eligible retired lay participant
 - MSPSEE participants
 - Spouse of eligible MSPSEE participants
 - Disabled children of eligible MSPSEE participants
 - Medicare-eligible disabled participants
 - Medicare-eligible disabled spouses
 - Medicare-eligible disabled children
 - Surviving spouses
 - Disabled surviving children

- Plan Sponsor elects to stop offering coverage through Via Benefits.

The Plan Sponsor agrees to document additional eligibility rules in a written policy and make any necessary records and data needed to enroll eligible participants in Via Benefits available to Wespath.

Part 2 – Health Reimbursement Account (HRA) for Via Benefits Participants

The Plan Sponsor may elect to offer a Health Reimbursement Account (also known as a health reimbursement arrangement, HRA) to Via Benefits participants and agrees to fund that HRA according to its own policy for Medicare-eligible health care coverage.

- Plan Sponsor elects to offer an HRA for eligible Via Benefits participants.
- Plan Sponsor elects to stop offering an HRA for Via Benefits participants.

Note 1: HRAs may be provided for active employees who have been certified by the Centers for Medicare and Medicaid Services (CMS) as eligible for the Medicare Secondary Payer Small Employer Exception (MSPSEE), pursuant to IRS special rule 26 C.F.R. Section 54.9815-2711(d)(5). HRA's may also be provided for individuals who are Medicare eligible due to disability.

Note 2: HRA amounts for Via Benefits will be indicated by the Plan Sponsor on the eligibility file.

Part 3 – Personify Health for Via Benefits Participants

The Plan Sponsor may elect to provide the Personify Health Program for the entire Via Benefits eligible population.

- Plan Sponsor elects to offer the Program for all participants and spouses eligible for Via Benefits.
- Plan Sponsor elects to stop offering the Program for Via Benefits participants and spouses.

Wespath agrees to cover the administrative Program fees, excluding activity devices and rewards related to Plan Sponsor's adoption of the Program for its Via Benefits participants for the present time, but reserves the right to charge Plan Sponsor in the future. If Wespath changes the fee structure, it will provide 90 days' advance notice; the Plan Sponsor may then terminate its participation in the Program 60 days after providing Wespath with written notice of its intent to terminate.

Activity devices are required for Via Benefits participants to enroll in the Activity Program. Personify Health charges a standard one-time fee for the activity device purchase. Plan Sponsor may pay for the activity devices of all eligible participants who enroll in the Program. Plan Sponsors that do not also sponsor HealthFlex may choose to pass on the costs of activity devices to participants either partially or in full. Plan Sponsor must inform Wespath and Personify Health of such cost-sharing or cost-shifting arrangement at the time of execution of this Adoption Agreement by indicating its intent below. Plan Sponsor agrees to pay for all applicable rewards. The cost-sharing of the activity device and rewards must mirror the Plan Sponsor's active

population, which is why HealthFlex Plan Sponsors are unable to pass on device costs to participants. For Plan Sponsors not in HealthFlex, Personify Health will invoice Plan Sponsor twice per month for activity device fees, where applicable (costs directly borne by participants shall not be invoiced), and rewards, and shall include reports of all new enrollees and rewards (e.g., Rewards Cash) earned each month. For Plan Sponsors in HealthFlex, Wespath will invoice Plan Sponsor quarterly for activity device fees, where applicable (costs directly borne by participants shall not be invoiced), and rewards, and shall include reports of all new enrollees and rewards (e.g., Rewards Cash) earned each month. Plan Sponsor agrees to remit payment of invoiced fees to Personify Health or Wespath within 30 days of the date of the invoice. Plan Sponsors not in HealthFlex will work directly with Personify Health regarding invoice, payment, and fee/reward reconciliation matters.

Please select one:

- Plan Sponsor offers HealthFlex and acknowledges Plan Sponsor must pay the full costs of the activity tracker.
- Plan Sponsor does not offer HealthFlex and will pay the full cost of the activity tracker.
- Plan Sponsor does not offer HealthFlex and will require participants to pay \$_____ towards the activity tracker.
- Plan Sponsor does not offer HealthFlex and will not subsidize the activity tracker. The participant will pay the full cost.

Wespath or Personify Health may terminate this Adoption Agreement with respect to Part 3 (but not the remainder of the Adoption Agreement) immediately if a Plan Sponsor fails to pay any applicable fees or rewards upon the due date pursuant to the terms of this Adoption Agreement. In the event Wespath or Personify Health seeks to terminate the Plan Sponsor's Adoption Agreement due to unpaid Program fees or rewards, Wespath or Personify Health shall provide to Plan Sponsor written notice of its intent to terminate. Wespath shall provide such written notice to Plan Sponsor no less than five business days prior to the effective date of termination.

In the event a Plan Sponsor's invoice is unpaid by the end of the second month in which payment is due, within two business days following month's end, Personify Health shall block the ability of such Plan Sponsor's members to redeem rewards. The ability to redeem rewards will remain disabled until the Plan Sponsor is in good standing with Personify Health.

Part 4 – Blueprint for Wellness for Via Benefits Participants

The Plan Sponsor may elect to provide the Blueprint for Wellness (BFW) for the entire Via Benefits eligible population (participant + spouses).

- Plan Sponsor elects to offer the BFW for its Via Benefits participants and spouses.
- Plan Sponsor elects to stop offering the BFW for its Via Benefits participants and spouses.

Plan Sponsor agrees to pay Wespath annually for all BFW screening costs for Via Benefits participants. Generally, Wespath will invoice Plan Sponsor in the fourth quarter of the plan year for BFW screenings actually performed for Via Benefits participants, and shall provide reports of Via Benefits participants who participated in the BFW screenings.

Note: There are no incentives paid out to Via Benefits participants/dependents for participating in the BFW program.

Part 5 – Annual Via Benefits/HRA/Personify Health/BFW Elections

- Plan Sponsor certifies that it has made no changes from the prior year, _____, to its Via Benefits election in Part 1.
- Plan Sponsor certifies that it has made no changes from the prior year, _____, to its HRA election in Part 2.
This does not include changes to individual HRA amounts, which are handled through a separate administrative process.
- Plan Sponsor certifies that it has made no changes from the prior year, _____, to its Personify Health election in Part 3.
- Plan Sponsor certifies that it has made no changes from the prior year, _____, to its BFW election in Part 4.

Part 6 – Signatures

Print name of authorized representative _____ Title _____

Authorized signature _____ Date _____

Accepted by Wespath:

Print name of authorized representative _____ Title _____

Authorized signature _____ Date _____