

AGREEMENT BETWEEN COUNTY OF MONTEREY AND FLEXIBLE BENEFIT ADMINISTRATORS

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and FLEXIBLE BENEFIT ADMINISTRATORS, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals RFP # 10372 for providing the administration of multiple employee benefit programs and the implementation of a flexible spending account program, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # 10372 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10372. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT

RFP # 10372 dated August 28, 2012, including all attachments and exhibits

Addendum # 1

CONTRACTOR'S Proposal dated October 2, 2012

- 1.2 These documents are on file with the Contracts/Purchasing Division.

1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:

AGREEMENT, RFP #10372, Addendum # 1, CONTRACTOR'S Proposal, including all attachments and exhibits.

- 1.4 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.5 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - 1.5.1 CONTRACTOR must maintain all required licenses and certifications throughout the term of the AGREEMENT.
- 1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF SERVICE

- 2.1 CONTRACTOR shall administer the following programs:
 - Flexible Spending Accounts (FSA)
 - Dependent Care Spending Accounts (DCAP) – existing
 - Alternative Benefit Option (ABO) - existing
 - Voluntary Benefit Administration (VBA) - existing
- 2.1.1 Assist with design/implementation of new FSA
- 2.1.2 Draft communication material
- 2.1.3 Attend up to 10 on-site enrollment meeting/training sessions for employees
- 2.1.4 Accept and process eligibility data, including new enrollments, cancellations, and changes
- 2.1.5 Accept County funding transfers bi-weekly or as mutually agreed upon
- 2.1.6 Process claims within 7 days or less
- 2.1.7 Maintain employee ledgers/accounts showing funding balances by employee
- 2.1.8 Reconcile and report program financial results
- 2.1.9 Remit forfeitures annually to the County within 90 days following the plan year
- 2.1.10 Provide 24 hour toll-free customer services
- 2.1.11 Perform discrimination testing, as needed, per Section 125 Plan Requirements

- 2.1.12 Draft plan documents, as needed
- 2.1.13 Offer Debit Card services, as needed, on an optional proposal basis (price separately)

3.0 TERMS AND CONDITIONS OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including December 31, 2018, with the option to extend the AGREEMENT for three (3) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing. CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the Agreement.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet in Attachment A hereto.
- 4.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the following address:

County of Monterey Human Resources Department
Benefits Division
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901

- 5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT is valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included in the AGREEMENT must be approved by County in writing via an Amendment.

6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes

CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- 7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial

General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

8.0 RECORDS AND CONFIDENTIALITY

- 8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.

8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.

8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

9.0 NON-DISCRIMINATION

9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).

9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 FORCE MAJEURE

- 13.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 13.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 13.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

14.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE

CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

15.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

*D. Bayard, MS, CPC
Supervising Deputized Purchasing Agent*

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:
Flexible Benefit Administrators, Inc.
G.L. "Lanny" Browning, III
509 Viking Drive, Suite F
Virginia Beach, VA 23452
Tel. No. (800) 437-3539
FAX No. (757) 431-1155
lanny@flex-admin.com

16.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.


The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or Vice-President

Dated: _____

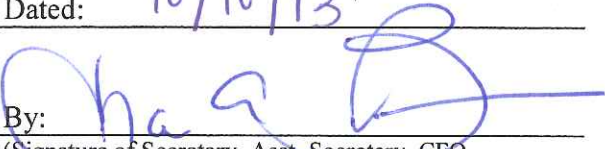
G. Lanny Browning III

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 10/10/13

Deputy Auditor/Controller

By: 

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Dated: 11-4-13

Traci A. Browning

Printed Name and Title

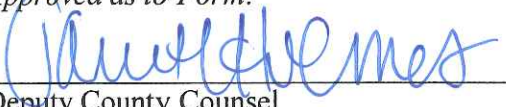
Approved as to Liability Provisions:

Dated: 10/10/13

Risk Management

Dated: _____

Approved as to Form:



Deputy County Counsel

Dated: October 29, 2013

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

RFP #10372 ATTACHMENT A – PRICING SHEET REVISED 11/20/12

In order for the County to thoroughly comprehend the proposed pricing and to be able to effectively compare the proposed pricing for competitiveness, this new/revised pricing sheet is being sent out to the shortlisted candidates.


All shortlisted candidates are required to complete this pricing sheet as per the instructions herein or their proposals may be deemed non-responsive.

This revised price sheet must be submitted to the County on or before 3:00 PM (PST) December 10, 2012 via postal mail or other mail-type delivery service to:

County of Monterey, Contracts/Purchasing Division
Attn: Kristen Aldrich
168 W. Alisal St., 3rd Floor
Salinas, CA 93901

CONTRACTOR MUST COMPLETE AND SIGN THE FOLLOWING TO VALIDATE ITS PROPOSED PRICING AS PER THIS REVISED PRICING SHEET:

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: Flexible Benefit Administrators, Inc. Date 12/6/12
Signature:  Printed Name: G.L. "Lanny" Browning, III
Street Address: 509 Viking Drive, Suite F City: Virginia Beach State: VA Zip: 23452
Phone: (800) 437-3539 Fax: (757) 431-1155 Email: lanny@flex-admin.com

Please do not modify the tables, simply fill in the blanks.

ABORAP Set-up Fee (including all necessary initial documents):	\$ _____ 0 _____ (enter 0 if none)	
ABORAP (or similar program offered) Pricing, Flat Monthly Fee:	\$ _____ 4.00 _____ per participant, per Month The monthly minimum billed shall be \$ _____ 0 _____ (enter 0 if none)	Per every _____ 1 _____ participants (no minimum or maximum applies)
ABORAP Annual Renewal Fee (after 1st year):	\$ _____ 0 _____ (enter 0 if none)	
ABORAP Annual Renewal Fee (after 2nd year):	\$ _____ 150.00 _____ (enter 0 if none)	
ABORAP Annual Renewal Fee (after 3rd year):	\$ _____ 150.00 _____ (enter 0 if none)	
ABORAP Amendment/Materials Modification Fee:	\$ _____ 0 _____ (enter 0 if none)	Per amendment
ABORAP Printed Enrollment Materials Fee (after initial start-up & enrollment)	\$ _____ 1.50 _____ (enter 0 if none)	Per packet (excluding postage)
ABORAP Debit Card Fees:	\$ _____ 0 _____ Initial Issuance \$ _____ 0 _____ Monthly Support Charge \$ _____ 0 _____ Dependant/Replacement Card (enter 0 if no fee is applicable)	Per participant

<u>DCAP Set-up Fee (including all necessary initial documents):</u>	\$ _____ 0 _____ (enter 0 if none)	
<u>DCAP Pricing, Flat Monthly Fee:</u>	\$ _____ 4.00* _____ per Month The monthly minimum billed shall be \$ _____ 0 _____ (enter 0 if none)	Per every _____ 1 _____ participants *Stand-alone fee – does not apply if enrolled in the Medical FSA
<u>DCAP Annual Renewal Fee (after 1st year):</u>	\$ _____ 0 _____ (enter 0 if none)	Bundled with Medical FSA renewal fee
<u>DCAP Annual Renewal Fee (after 2nd year):</u>	\$ _____ 0 _____ (enter 0 if none)	Bundled with Medical FSA renewal fee
<u>DCAP Annual Renewal Fee (after 3rd year):</u>	\$ _____ 0 _____ (enter 0 if none)	Bundled with Medical FSA renewal fee
<u>DCAP Amendment/Materials Modification Fee:</u>	\$ _____ 0 _____ (enter 0 if none)	Per amendment
<u>DCAP Printed Enrollment Materials Fee (after initial start-up & enrollment)</u>	\$ _____ 1.50* _____ (enter 0 if none)	Per packet (excluding postage) - *fee is for dependent care only, otherwise bundled with Medical FSA

<p>DCAP Debit Card Fees:</p>	<p>\$ <u>0</u> Initial Issuance \$ <u>0</u> Monthly Support Charge \$ <u>0</u> Dependant/Replacement Card (enter 0 if no fee is applicable)</p>	<p>Per participant</p>
<p>Discrimination Testing</p>	<p>\$ <u>0</u> (enter 0 if none)</p>	<p>1st Plan year testing - Included</p>

<u>VBO Set-up Fee (including all necessary initial documents):</u>	\$ _____ 0 – first Year _____ (enter 0 if none) 2 nd Year - \$150.00 3 rd Year - \$150.00
<u>VBO Pricing, Flat Monthly Fee Per Policy:</u>	\$ _____ 1.25 _____ per month per each policy administered The monthly minimum billed shall be \$ _____ 0 _____
<u>VBO Pricing, Flat Monthly Fee:</u> (inclusive of monthly reconciliation)	\$ _____ 1.25 _____ per Month per Policy The monthly minimum billed shall be \$ _____ 0 _____ (enter 0 if none)

FSAP Set-up Fee (including all necessary initial documents):	\$ _____ 0 _____ (enter 0 if none)	
FSAP Pricing: provide scaled pricing assuming increments of 500 participants (e.g., 500 participants = \$3.00 pepm, 1000 participants = \$2.50, etc. up to 4,000) that would apply throughout a multiple year contract as the County expands FSAP access to all employees.	\$ _____ 4.00 _____ per Month \$ _____ 3.95 _____ per Month \$ _____ 3.90 _____ per Month \$ _____ 3.85 _____ per Month \$ _____ 3.80 _____ per Month \$ _____ 3.75 _____ per Month \$ _____ 3.75 _____ per Month \$ _____ 3.75 _____ per Month	Per every 500 participants Per every 1000 participants Per every 1500 participants Per every 2000 participants Per every 2500 participants Per every 3000 participants Per every 3500 participants Per every 4000 participants
FSAP Annual Renewal Fee (after 1st year):	\$ _____ 0 _____ (enter 0 if none)	
FSAP Annual Renewal Fee (after 2nd year):	\$ _____ 150.00 _____ (enter 0 if none)	
FSAP Annual Renewal Fee (after 3rd year):	\$ _____ 150.00 _____ (enter 0 if none)	
FSAP Amendment/Materials Modification Fee:	\$ _____ 0 _____ (enter 0 if none)	Per amendment
FSAP Printed Enrollment Materials Fee (after initial start-up & enrollment)	\$ _____ 1.50 _____ (enter 0 if none)	Per packet (excluding postage)

FRA

<u>FSAP Debit Card Fees:</u>	\$ <u>0</u> Initial Issuance \$ <u>0</u> Monthly Support Charge \$ <u>0</u> Dependant/Replacement Card (enter 0 if no fee is applicable)	Per participant
<u>FSAP Discrimination Testing:</u>	\$ <u>0</u> (enter 0 if none)	Per each - 1 st Plan Year testing Included

Other Fees:

IRS Administrative Compliance for Section 105 & 125 Plans: \$ 0 (enter 0 if none)

Open Enrollment Training Sessions (on-site): \$ 200.00 (per day) – 1st year included at no cost
 (This fee should be all inclusive with estimated travel expenses factored in)

Individual Support Sessions (on-site) \$ 200.00 (per day) – 1st year included at no cost
 (This fee should be all inclusive with estimated travel expenses factored in)

If there are additional required services that are not included herein, please list those services with fees separately; do not submit separate price sheets with duplicate services. *Optional* services may also be listed separately. All added services submitted separately are to be clearly labeled as either “Required” or “Optional”.

---End of Revised Pricing Sheet---