

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a one-year contract with annual renewal options for five additional years for the furnishing of cafeteria plan administration for use countywide to ASI Flex of Columbia, MO, under the terms and conditions of Request For Proposals No. 34-08, at an estimated first year cost to the County of \$20,000.00.

RESOLUTION #16741, October 20, 2008

INTRODUCED BY James D. Tindall, County Legislator

WHEREAS, the Director of Finance and Purchasing has solicited written proposals for cafeteria plan administration for County employees; and,

WHEREAS, a total of seven (7) solicitations were distributed and two (2) responses were received as follows:

RESPONDENTS

ASI Flex, Columbia, MO

M & I Benefits Services, Appleton, WI

and,

WHEREAS, the Director of Finance and Purchasing recommends the County Executive be authorized to execute a one-year contract with annual renewal options for five additional years for the furnishing of cafeteria plan administration for use countywide to ASI Flex of Columbia, MO, under the terms and conditions of Request For Proposal No.

34-08 as the lowest and best bid at an estimated first year cost to the County of \$20,000.00; and,

WHEREAS, the County has elected to use the Medical/Dental and/or Dependent Care Account and the Parking Account with ASI Flex; and,

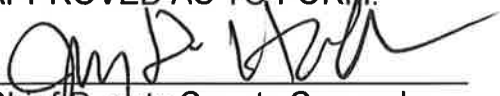
WHEREAS, this award is made on an as needed basis and does not obligate Jackson County to pay any specific amount, with the availability of funds for subject to annual appropriation; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and is hereby authorized to execute a one-year contract with annual renewal options for five additional years for the furnishing of cafeteria plan administration for use countywide with ASI Flex of Columbia, MO; and,

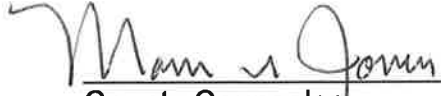
BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment, on the agreement to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16741 of October 20, 2008, was duly passed on October 20, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

10.21.08

Date



Mary Jo Spino
Clerk of Legislature

The funding of this contract will be subject to appropriation of the 2009 budget.

ACCOUNT NUMBER: 001-1202-56770

ACCOUNT TITLE: General Fund
Human Resources
Administrative Services

NOT TO EXCEED: \$20,000.00

10/16/08

Date



Director of Finance and Purchasing

COUNTY OF JACKSON FLEXIBLE SPENDING ACCOUNTS
AGREEMENT FOR SERVICES

This Agreement dated November 10, 2008 between Application Software, Inc., hereinafter referred to as ASIFlex and Jackson County, Missouri, hereinafter referred to as "the Client", specifies the services to be provided to the Client in the ongoing administration of the Client's Flexible Spending Accts, hereinafter referred to as "the Plan," as well as a pre-tax parking program, and the specified responsibilities of the Client and ASIFlex. The parties hereto agree as follows:

Administrator

The Client shall be the Plan Administrator and ASIFlex, hereinafter referred to as the "Administrative Firm," shall be engaged as a subcontractor in the performance of administrative services for the plan.

Length of Contract

This Agreement shall be in effect from January 1, 2009, to December 31, 2009, and may be extended, at the option of the Client, up to five additional one year periods. Either party shall have the right to terminate the Agreement at any time providing 120 days written notice.

Communication Services Provided by ASIFlex

1. Present informational seminars to the employees (optional).
2. Provide telephone assistance for those employees who require assistance to complete their election forms.
3. Provide electronic communication pieces to the Client for posting on its website, and sufficient pieces to be distributed at enrollment meetings.

Administrative Services Provided by ASIFlex

1. Provide assistance in reviewing the Client's Flexible Spending Accts, Dependent Care Assistance Account Plan, and Health Care Reimbursement Account Plan. Inform the Client of changes in the Internal Revenue Code and Regulations affecting the Plans and recommend changes in the Plans to assure compliance with applicable Internal Revenue Code and Regulations.
2. Help the Client design a Pre-Tax parking program for the County.
3. Process the initial enrollment from the Client provided on electronic media to initiate the administrative function.

4. Provide participants with a packet of claim forms, On-line account inquiry instructions, a confirmation of enrollment, and a direct deposit/e-mail authorization form.
5. Provide the Client with a supply of reimbursement claim forms and direct deposit/e-mail authorization forms.
6. Process Dependent Care Assistance Account and Health Care Reimbursement Account reimbursement requests and prepare reimbursements during the Plan Year and the subsequent grace period following the end of the Plan Year according to the following schedule:

All valid claims will be processed on average, within one business day following receipt by the claims office in Columbia, Missouri. In the event a claim cannot be paid in full, the participant will be notified of the reason for no or partial payment no later than the first banking day after receipt of the claim by the claims office in Columbia.

7. Process pre-tax parking claims during the participant's period of coverage. Since there are no plan years associated with this account, all claims must be submitted within six months of a participant's termination in the program.
8. Provide the Client a Statement of Account and a disbursements listing within 10 days following the end of each month summarizing participation.
9. Provide each participant a semi-annual account summary showing year-to-date activity and balance of remaining annual election amounts.
10. ASIFlex agrees to abide by the terms of this Agreement and make good faith interpretation of the Plan Terms. ASIFlex shall also be responsible for acts of negligence, fraud, embezzlement, or other misconduct on its part, or the part of its representatives. Clerical error is not negligence if ASIFlex makes a prompt attempt to correct the error once it is discovered. ASIFlex agrees to maintain adequate blanket fidelity or errors and omissions insurance to cover all losses arising out of any such misconduct.
11. Provide each Health Care Reimbursement Account participant who requests one, a FSA debit card that can be used to pay for out-of-pocket medical expenses. ASIFlex will administer the FSA debit card in strict adherence to Federal regulations.

Responsibilities of the Client

1. Secure legal review of the Client Flexible Spending Accounts, Dependent Care Assistance Plan, Health Care Reimbursement Plan, and Summary Plan Description from the Client's legal counsel.
2. Appoint one person to serve as Plan Coordinator to answer simple questions, provide forms, and handle enrollment of new employees.
3. Provide enrollment materials to employees and report enrollment to ASIFlex on magnetic media.

4. Report participant terminations and changes as well as the effective date of such terminations or changes to ASIFlex.
5. Initiate any action required in the event plan(s) become discriminatory.

Banking Arrangement

The Client will maintain an account(s) at the bank of its choice, with sufficient funds for the total of the daily reimbursements. The Client shall authorize ASIFlex to debit, via Automated Clearing House, these accounts for the total of each day's reimbursements effective the same day as the reimbursements. Reimbursement checks and direct deposits debits will be issued from a general account maintained in the name of ASIFlex at a bank of ASIFlex's choice.

Reports and Data

All reports and data remain the property of the Client. ASIFlex will provide the Client all data, upon request, in the electronic or printed format used by ASIFlex in its administration processes.

Fees and Terms of Payment

The fee schedule is attached below. This fee schedule is guaranteed through December 30, 2010. ASIFlex shall provide 150 day notice of rate changes for any year beginning after December 30, 2010.

The Monthly Fees will be billed on the monthly invoice and are due within one week following the billing date. The Monthly Fee for participants ceases the month following cessation of coverage.

FEE SCHEDULE

Effective: 1/01/2009 through 12/31/2012

Monthly Fee per Flexible Benefits Plan participant	\$3.25
Pre-tax parking account participants	\$3.25
Optional Debit Card	\$1.50
Additional Debit Card Requests	\$10.00 per request (with no additional monthly fees)
Employee meetings (optional) annually	\$250 per day, plus travel expenses

Incorporation/Entire Agreement

This Agreement, together with the attached excerpt from the Client's Request for Proposals No. 34-08, pages 4-6 and 15-21, with initialed redactions, constitutes the entire agreement and understanding

of the parties. In the event of a conflict between a provision of this Agreement and a provision of RFP 34-08, the provision of this Agreement shall govern.

The terms of this Agreement, as stated above, are agreed to

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



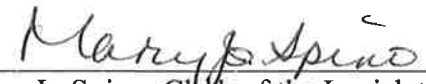
Mark S. Jones, County Counselor

By 

Michael D. Sanders, County Executive

ATTEST:

ASIFLEX



Mary Jo Spino, Clerk of the Legislature

By 

John M. Riddick, President

Federal ID # 43-1303571

Date: 11-6-08

REVENUE CERTIFICATE

This Agreement is entered into on an as-needed basis and does not obligate Jackson County to pay any specific total amount. The availability of funds is subject to annual appropriation.

SECTION I
GENERAL CONDITIONS

~~The General Conditions which follow apply to and are a part of this Request for Proposal unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, proposals on all advertisements, and invitations issued by the Jackson County Purchasing Department will bind respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Request for Proposal. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the respondent's own risk and he cannot secure relief on the plea of error.~~

1. Withdrawal of Proposals: A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the specified time of opening.

2. Completeness: All information required by the Request for Proposal must be supplied to constitute a proper proposal. Respondents shall not alter the Request for Proposal documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the proposal in the form requested. The County reserves the right to reject proposals with incomplete information or which are presented in a form other than that requested in this Request for Proposals.

3. Request for Proposal Binding For 90 Days: Unless otherwise specified all proposals submitted shall be binding for ninety (90) calendar days following the proposal opening date, unless the respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.

4. Conditional Responses: Conditional or qualified proposals are subject to rejection in whole or in part. All exceptions to the requirements, conditions, specifications, or other provisions of this Request for Proposal must be made in writing and attached as Exhibit B to the Request for Proposal when it is submitted by the Respondent. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit B shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit B and are determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the requirements, conditions, specifications and provisions of the Request for Proposal shall prevail.

5. Questions Regarding General Conditions, Specifications or any other provision of this Request for Proposal: Any information relative to interpretation of General Conditions, Specifications or any other provision of this Request for Proposal shall be requested of the Purchasing Supervisor in writing, in ample time before the opening of proposals. All questions must be received by the Purchasing Supervisor by September 30, 2008. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Request for Proposal which, if issued, will be sent no later than one (1) day before the date set for opening of proposals. Addendums to this Request for Proposal will be posted on the County's website @ www.jacksongov.org. Oral answers will not be binding on the County. Each respondent shall ascertain prior to submitting his proposal that he has received all Addenda issued, and shall acknowledge their receipt on the form provided herein.

6. ~~The County reserves the right to reject any or all responses, to waive technical defects in responses, and to select the response(s) deemed most advantageous to the County.~~

7. Applicable State Law: The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law.

8. Communications and Notices: Any written notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract, or at such address as the contractor may have requested in writing.

9. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, for assignee of the benefit of creditors, the Contractor must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right as its sole discretion to either affirm the contract, or, cancel the contract and hold the Contractor responsible for damages.

10. Patents: Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the material to be furnished.

~~11. By virtue of statutory authority, the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.~~

12. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

~~13. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County.~~

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, proposal, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, to determine the eligibility of that person, firm or corporation under this section.

~~When the lowest/highest responsible bidder for a given Purchase Order or Contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.~~

14. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Respondent's proposed subcontractors in accordance with these and any other requirements of this Request for Proposal.

15. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

16. Foreign Corporations: Successful respondents submitting proposals as corporations which are not incorporated in the State of Missouri must submit a copy of a properly executed **Certificate of Authority of a Foreign Corporation** authorizing the firm to do business in the State of Missouri within ten (10) days following notification of award of the contract.

~~17. Omission in Proposals: Omission in the proposal of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment/items and services. Any exception to the proposal must be in writing and not by omission.~~

18. Contractor and every subcontractor or person performing or contracting to perform any duty contemplated by this Request for Proposal shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the performance of its contract, and shall at all times comply with such laws, ordinances and regulations.

19. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking of carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this services hereunder. The Contractor further covenants that no person having such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

20. It shall be the responsibility of all Respondents to warrant that all goods, services, and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State, and Local Statutes, Ordinances and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statutes, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statutes, Ordinances and Codes together with any costs associated with collection of said damages.

21. Fund Allocation: Continuance of any resulting agreement, contract or issuance of purchase orders after December 31st of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

22. Applicable Law and Courts: Any contract or agreement resulting from this Request for Proposal shall be governed in all respects by the laws of the State of Missouri and any litigation with respect thereto shall be brought in the courts of the State of Missouri. The Respondent shall comply with applicable federal, state and local laws and regulations.

~~23. Proprietary Information: Should the Respondent wish to submit proprietary information, it should be included with the submitted proposal in a sealed opaque envelope clearly marked with the words "CONFIDENTIAL PROPRIETARY INFORMATION". The county will take all reasonable efforts to insure the confidentiality of the information is maintained. Such information submitted by the Successful Respondent will be returned upon completion or termination of the Contract.~~

SECTION VI
SPECIAL CONDITIONS
SECTION 125 PLAN ADMINISTRATION

A. GENERAL REQUIREMENTS

1. The carrier(s) shall provide Section 125 Plan Administration for Jackson County, Missouri. The contract period should be from January 1, 2009 through December 31, 2009 with up to five (5) one year extensions, at the sole option of the County. The County requests at least a two (2) year rate guarantee.
2. The contractor agrees to hold Jackson County, Missouri harmless in any and all liability claims that might arise from the services provided by this contract.
3. The contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act and all other applicable Federal and State and County Laws.
4. The contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc.
5. All reports generated for this contract shall become the property of the Jackson County, Missouri upon completion of requirements. The contractor may not, for any reason, use any information or report (without the express written consent of the Jackson County, Missouri).
- ~~6. Describe your enrollment confirmation process. Provide a sample confirmation kit.~~
7. Describe your claim adjudication process. Provide a sample explanation of benefits or other statement that would notify the employee of payment.
8. Provide specifications for enrollment data transfer, as well as for routine payroll activity transfer.
9. Describe all banking alternatives. Include a description of the banking arrangement you would prefer to utilize with Jackson County, Missouri.
10. Describe your reporting capabilities and include copies of all standard reports that are provided to Jackson County, Missouri, as well as its participating members and are they offered on-demand through the web?
11. Provide a timeframe and schedule of critical events which would occur should you be selected to administer the plan for Jackson County, Missouri.
12. Describe the performance guarantees to which you are willing to agree.
13. Provide a sample of the contract which would be executed by Jackson County, Missouri.
14. Describe your internal audit controls and the extent of audits by external firms.
15. Describe your claims submission process. If Requests for Reimbursement must be filed by paper, provide a copy of your standard form.
- ~~16. Provide a sample copy of a denial of claim notification.~~



B. PROPOSAL SUBMISSION INFORMATION AND PROCEDURES

1. Proposals must be priced, signed, sealed, and returned (with all necessary attachments) to the Purchasing Department by the proposal receipt date and time specified.
 - a. In addition to the original proposal, the offeror should include three (3) additional copies of the proposal.
 - b. The offeror shall not submit a proposal by fax machine because only sealed proposals are acceptable in response to this RFP.
2. Any and all questions regarding this Request for Proposal, the competitive procurement process, etc. must be directed in writing to Q. Troy Thomas (816) 881-3267 to be received in the Purchasing Office no later than 7 days prior to submission deadline date.
3. The offeror must respond to this RFP by submitting all data required herein in order for the proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration for award.

C. HEALTH AND WELFARE PROGRAMS

The offeror is advised that the only official position of Jackson County, Missouri is that position which is stated in writing and issued by the Purchasing Department as a Request for Proposal and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

D. PRICING

Any cost and/or pricing data submitted or related to the offeror's proposal including any cost and/or pricing data related to contractual extension options, whether required or voluntary, shall be subject to evaluation, if deemed by the Purchasing Department to be in the best interest of the County.

The County currently utilizes an online open enrollment and benefit management system. This system transmits monthly changes to the current benefit carriers, provides downloadable change forms to employees and provides employees with the current status of their benefit elections, including beneficiary designations, available throughout the year.


The contracted Section 125 Plan vendor, as a result of this Request for Proposal, can be provided complete voluntary benefit election data.

This system reduces administrative costs for the benefit vendors. Please state the discount in your proposed rates should the County continue to utilize this system.

E. EXPERTISE OF PERSONNEL

1. Please state the qualifications of the administrative personnel proposed to perform the requirements of this RFP. This item should be inclusive within your response to the RFP and will be considered in the evaluation process. As an offeror, please submit detailed information related to the experience and qualifications of the staff proposed.
2. The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of the project leader to management and to support personnel should be clearly illustrated. A basic description for each job classification should be provided.
3. The offeror should submit a copy of all licenses and/or certifications which may be required by state, federal and/or local law, statute or regulation in the course of performance of his/her profession. It is strongly suggested that the offeror review the licensing/certification requirements, if applicable. The County reserves the right to request and to obtain a copy of any license or certification required to perform defined services prior to an award of contract, or at any other time.


~~F. CONTRACT AWARD~~

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1. Jackson County, Missouri reserves the right, before making an award, to investigate whether or not the qualifications or services proposed by the offeror meet the requirements set forth in the proposal and are ample and sufficient to insure the proper performance of the contract in the event of an award.
 2. Any award of a contract resulting from this RFP will be made only by written authorization from the Purchasing Department.
 3. The County reserves the right to waive any or all requirements of this RFP; accept or reject any or all proposals, if deemed by the County to be in the best interest of the County.

G. TERMINATION

1. The County may terminate the whole or any part of this contract if the contractor fails to cure contractor's non-performance or contractor's negligence within a period of ten (10) days after notice from the County specifying such failures.
2. In the event of termination, the County will have the right to procure items similar to those terminated and to recover from the contractor the excess cost of services provided by another contractor due to non-performance related to causes beyond the control of the supplier.

~~H. EVALUATION~~



All proposals received that are responsive to the General Conditions, Special Conditions, and other provisions of this Request for Proposal will be evaluated. An Evaluation Committee will evaluate all response and make recommendation based on the following Evaluation Criteria:


1. Qualifications of Respondents (Minimum Qualifications Defined in Section X)
2. Pricing on bid (Rate Quotation Form in Section XIII)
3. Exceptions to Terms and Conditions submitted by Respondents

Jackson County shall be the sole judge of the proposals submitted for this Request for Proposal and its decision shall be final. The lowest and best bid will be selected for recommendation. The County reserves the right to determine whether a proposal is responsive and to waive any minor technicalities contained therein, and to reject any and all proposals.

I. RENEWAL

1. The rates quoted shall be guaranteed for at least a two (2) year period with the option of up to four (4) one year extensions, at the sole option of the County.
2. Renewal information must be provided at least 120 days prior to the anniversary date.

SECTION VII
INTRODUCTION

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- ~~1. This document is a request for qualified companies to submit proposals to provide Jackson County, Missouri with administration and claims payment services for its Flexible Spending Account Program (FSA) and Premium Savings Plan.~~
 - ~~2. Such services are to be provided in accordance with Section 125 of the Internal Revenue Code and all other laws and regulations which may become applicable from time to time. All proposals should assume that complete administrative and reporting services will be provided for a health care flexible spending account (Section 106), a dependent care flexible spending account (Section 129), and a premium savings account.~~
 - ~~3. The effective date claims payment services must begin is January 1, 2009. The contract will be subject to annual renewal periods for up to five years.~~
 - ~~4. Your proposal must respond to the specific questions and requests for information addressed in this Request for Proposal. In responding, please include a letter stating the extent to which your proposal deviates from the Description of Required Services and indicate the reason for any deviation. If no statement of deviation is provided, it will be assumed that your proposal conforms to the Description of Required Services.~~
 - ~~5. The information herein transmitted for the sole purpose of securing a proposal from your company for Jackson County, Missouri in accordance with this Request for Proposal. The Jackson County, Missouri reserves the right to (1) reject any and all proposals; (2) waive informalities in proposals; and (3) select the proposed which, in its opinion, best meets the needs of Jackson County, Missouri.~~

SECTION VIII
BACKGROUND INFORMATION

~~Jackson County, Missouri established a Flexible Benefit Program in 1987. The program includes the offering of an FSA and Premium Savings Plan to its eligible employees.~~

1. Currently there are 1724 employees eligible to participate in the Cafeteria Plan.
2. Active employees, with the exception of temporary, seasonal and part-time employees are entitled to participate in the FSA. Election to enroll is made individually prior to the commencement of the Plan Year. The Plan Year is the calendar year.

3. Current enrollment for the FSA Plan is as follows:

<u>UNREIMBURSED MEDICAL</u>	<u>DEPENDENT CARE</u>
282	32

PREMIUM SAVINGS – Payroll Deducted health, dental and cancer premiums

• Medical Plans	1517
• Dental Plans	1403
• Cancer/ICU Plans	334

The County does not currently offer the parking accounts, but is requesting the cost of adding this benefit.

4. Current administration is provided by MHM Resources, Inc.
5. Currently, Jackson County, Missouri offers a 2 ½ month extension to incur Unreimbursed Medical and Dependent Care expenses through March 15, of the following year. In addition, the County offers an extension to submit ~~claims through June 13, of the following year.~~

SECTION IX
DESCRIPTION OF REQUIRED SERVICES – Indicate by each number of each section whether or not you are able to provided the described service.

A. Claims Administration

1. The administrator will be responsible for verifying coverage from the initial enrollment data of each plan year and any subsequent changes which are transmitted to it by Jackson County, Missouri. Claims can only be paid to participants in the plan.
2. The administrator must provide all claim forms and return envelopes, fax options, and online options.
3. The administrator must process all claims on a direct claim basis with no verification of claims by Jackson County, Missouri.
4. The administrator must administer not only POP (Premium only Plan) FSAs, but also Unreimbursed medical expense (eye exams, dental visits, prescription drugs, insurance copays and deductibles, etc.), dependent care, and parking accounts.
5. The Claims administrator will be responsible for processing claims at least weekly.
6. The administrator must review each claim and determine the appropriate benefit payment based on the terms and conditions of Jackson County, Missouri Flexible Benefits Plan in a manner which will ensure compliance with all applicable state and federal regulations.
7. The administrator must be able to recognize actual accrual of employee contributions in the determination of reimbursement amounts.
8. The administrator must have the capacity to accept contribution information transmitted electronically or in a hard copy format by Jackson County, Missouri.
9. The administrator must be able to reimburse claims through direct deposit if a debit card option is not elected.
10. A listing of checks, or direct bank deposits to participating bank accounts, issued to pay claims must be made available to Jackson County, Missouri no less frequently than monthly.
11. The administrator must provide with each payment an explanation of the benefit paid which clearly identifies the details of each submitted claim included in any payment.
12. The administrator must be able to respond to questions from employees by making available telephone access and staff who can address issues which are raised from time to time. Such access must at least be available during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday.
13. The administrator must maintain enrollment, claim and contribution accrual data in machine readable format that would allow for transfer of claim information to another administrator at the termination of the contract.
14. The administrator must agree to make every effort to facilitate the transfer of claims data to another administrator at the culmination of the contract.
15. The Administrator must review the current Summary Plan Description and recommend changes if necessary.
16. The Administrator will be required to bill the County on a quarterly basis.
17. The Administrator must inform the participant when a claim is denied.

B. Data Analysis and Reporting Requirements - Indicate by each number of each section whether or not you are able to provide the described service.

1. The administrator must provide Jackson County, Missouri with at least quarterly reports of each participant's status in each FSA account. Such reports, for each employee, should include:
 - Participation election amount
 - Actual accrual of contributions year to date
 - Reimbursements year to date
 - Pending claim amounts
 - Net FSA account amounts (contributions less reimbursements) year to date
2. The administrator must provide a report (in electronic format, if requested) of Dependent Care contributions by participant at the end of the plan year for W-2 reporting purposes. The administrator must provide reports (in electronic format, if requested) of any other information on FSA participants required for regulatory compliance.
3. The administrator must provide each plan participant with a status report of participation on each account no less frequently than semi-annually. A status report must also be sent to the employee, no less than ten days after the administrator is alerted to an employee's coverage termination (or break) due to employment termination (or leave status), or alerted to an employee's coverage resumption, or COBRA participation. The report must include a reminder regarding the forfeiture risk born by the employee and applicable dates for claims accrual and reimbursement filing restrictions. A composite status report must be prepared for those employees participating in both the Unreimbursed Medical Expenses and Dependent Care account and Parking account, if elected.

C. Administration Services

1. The administrator must provide assistance with the development of plan language provisions and communication materials to employees. This would include, but not be limited to, plan documents, brochures, articles, paycheck stuffers, tapes and meetings. It is expected that plan documents will be reviewed and updated periodically to remain in full legislative compliance.
2. The administrator must maintain a knowledge base of all applicable regulatory Compliance requirements and advise Jackson County, Missouri of those as they develop or change.
3. The administrator must assist Jackson County, Missouri in performing, measuring, and meeting all applicable regulatory tests such as non-discrimination testing. A discrimination test must be conducted at least annually.
4. The administrator must provide analysis and commentary on plan participation and activity. This service should include advice regarding enrollment procedures, plan maximums and minimums, and other plan design features.
5. The administrator must prepare the annual I.R.S. Form 5500 and accompanying schedule(s), as well as the Summary Plan Description.
6. All correspondence and periodic reports to Jackson County, Missouri employees shall be sent to the employee's home address.

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**AMENDMENT #1 TO
COUNTY OF JACKSON FLEXIBLE SPENDING ACCOUNTS
AGREEMENT FOR SERVICES**

This first amendment (Amendment #1) to the Agreement for Services is made effective as of the 1st day of January, 2013, notwithstanding the actual date of execution between Application Software, Inc., hereinafter referred to as ASIFlex and County of Jackson hereinafter referred to as "the Client". The parties hereto agree as the following modifications to the original Agreement for Services:

Length of Contract

This contract shall be extended for an additional one year period from January 1, 2013, to December 31, 2013, and may be extended, at the option of the County, up to four additional one year periods. Either party shall have the right to terminate the contract at any time providing 120 days written notice.

Administrative Services Provided by ASIFlex

1. ASIFlex will only reimburse participants via direct deposit. Checks will no longer be issued as a method of reimbursement.
2. All notifications sent to participants shall be sent via e-mail.

Banking Arrangement

After January 1, 2013, ASIFlex will no longer issue reimbursement checks to participants. Direct deposit debits will be issued from a general account maintained in the name of ASIFlex at a bank of ASIFlex's choice.

Fees and Terms of Payment

The fee schedule is attached below. This fee schedule is guaranteed through December 31, 2013. ASIFlex shall provide 150 day notice of rate changes for any year beginning after December 31, 2013.

The Monthly Fees will be billed on the monthly invoice and are due within one week following the billing date. The Monthly Fee for participants ceases the month following cessation of coverage.

FEE SCHEDULE

Effective: 1/01/2013 through 12/31/2013

Monthly Fee per Flexible Benefits Plan participant	\$3.25
Optional Debit Card	\$1.50

