

ORIGINAL



PROPOSAL PREPARED FOR

STATE OF NEBRASKA

CONTRACTUAL SERVICES

FSA Administration, COBRA Administration & Retiree Benefits Services

RFP #6171 Z1

Due: November 14, 2019 by 2PM CST

Submitted To:

Julie Schiltz / Connie Heinrichs
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Prepared By:

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Exhibits	<ul style="list-style-type: none">• Section II; Item A (Executed Forms & Addendums)• Two (2) Year Financials (CONFIDENTIAL)• Similar Past Projects Matrix (FSA, COBRA and Retiree Billing)• Key Personnel Resumes• Sample Utilization Report• Implementation Schedule• Sample Communication• Evidence of Insurance

COVER LETTER

November 13, 2019

Julie Schiltz / Connie Heinrichs
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

RE: REQUEST FOR PROPOSAL (RFP) FOR CONTRACTUAL SERVICES FOR FSA ADMINISTRATION, COBRA ADMINISTRATION & RETIREE BENEFITS SERVICES – RFP #6171 Z1

Dear Karen,

Thank you for the opportunity to submit this proposal in response to the reference solicitation. It would be our privilege to be selected to provide Contractual Services for FSA Administration, COBRA Administration and Retiree Benefits Services for the State of Nebraska.

Our proposal confirms our firm's commitment to provide superior service to your organization and its employees. Our goal is to provide quality services to the State of Nebraska and participants while reducing the administrative burden and costs associated with employee benefits administration.

We are experts in public sector market projects of this size. Please consider that:

- Ameriflex is one of the largest privately-held and most responsive Third Party Administrator (TPA) in the country.
- We have over 200 employees with nearly 10,000 clients from coast-to-coast including Alaska.
- Our annual revenues exceed \$20 million with an unbiased record for regulatory oversight.

Specific to our capacity to handle the State of Nebraska, our largest client is one of the nation's most **populous special districts with over 26,000 eligible employees**. Winning this contract more than 10 years ago demonstrates a level of comfortability and stress-free experience State of Nebraska can have with Ameriflex **without interruption or degradation of performance**.

Additionally, Ameriflex has the needed experience with over 4,000 public-sector clients including the **School District of Philadelphia, City of Toledo, City of Cape Girardeau and Wake County School District**. However, what truly separates Ameriflex is our revolutionary platform, ROME™; the foundation of our technology and the most inclusive consumer directed healthcare technologies in the industry today. Developed with all account types in mind, ROME™ works with equal precision across all accounts and those yet to come. Because we own our system, we are able to upgrade, make enhancements and provide problem resolution without the need to consult with outside vendors or ask for modifications permission as do other TPAs who do not own the rights to their systems.

At Ameriflex, we put clients and participants first. We combine the highest attainable levels of service through the application of best practices and the achievement of optimal efficiencies in all services Ameriflex provides for its clients and customer. Ameriflex is certain State of Nebraska will find the following cost factors favorable upon evaluation:

- ✓ We are proposing over an **11% budget reduction on the FSA fees and over 12% reduction on the COBRA** that State of Nebraska is currently pays, and we offer this without degradation of service.
- ✓ We are offering the State of Nebraska a **5 year rate guarantee instead of a minimum 3 year rate guarantee** – no hidden fees or inflated rates. We intend make benefits feel like real benefits for State of Nebraska and its participants; we guarantee it!

I will serve as Ameriflex's primary contact throughout State of Nebraska's evaluation and can be reached at 972.816.5849 or by email at kburgess@myameriflex.com. On behalf of Ameriflex, I look forward to hearing from you soon.

Respectfully,

AMERIFLEX, INC.

Kevin Burgess

Kevin Burgess
Executive Vice President

Section 1



**State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:
State Purchasing Bureau
1526 K Street Ste. 130
Lincoln, NE 68508
402-471-6500

SOLICITATION NUMBER	RELEASE DATE
RFP 6171 Z1	October 22, 2019
OPENING DATE AND TIME	PROCUREMENT CONTACT
November 14, 2019 2:00 P.M. Central Time	Julie Schiltz / Connie Heinrichs

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6171 Z1 for the purpose of selecting a qualified Contractor to provide Flexible Spending Account and COBRA and Retiree Benefits Services. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be three (3) years commencing upon execution of the contract by the State and the Contractor (Parties). The Contract includes the option to renew for four (4) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the agency determines it is required to release proprietary information, the contractor will be informed. It will be the contractor's responsibility to defend the contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

Ameriflex understands and fully complies.

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Automated Clearing House: (ACH) Electronic network for financial transactions in the United States

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

Best and Final Offer (BAFO): In a competitive proposal, the final offer submitted which contains the bidder's most favorable terms for price.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the solicitation.

Bidder: A bidder who submits a proposal in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Change Order: Document that provides amendments to an executed purchase order or contract.

COBRA: continuation of coverage to be offered to covered employees, their spouses, former spouses, and dependent children when group health coverage would otherwise be lost due to certain specific events.

COBRA Participant: an employee who was covered by a group health plan on the day before a qualifying event occurred or that employee's spouse, former spouse, or dependent child who has enrolled in COBRA.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The administration of the contract which includes and is not limited to; contract signing, contract

amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

Dependent Care Expenses (under FSA): Day care, babysitting, and general purpose day camps.

Dependent Care Flexible Spending Account: The Dependent Care FSA allows use of tax free money to pay for dependent care expenses that enable employees to work.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Individual's appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Flexible spending account: an account that pre-tax dollars can be contributed into. These pre-tax funds can be used for paying health care (medical, dental, vision, or pharmacy) or dependent care (day care) expenses. (Employees cannot contribute to a general-purpose FSA and Health Savings Account in the same plan year.)

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Health Care Expenses: Deductibles, copays, and coinsurance for health care, prescription drugs, dental, and vision care.

Health Care Flexible Spending Account: The Health Care FSA reimbursed employees for eligible out-of-pocket health care expenses not covered by any health, dental, or vision care plan they may have.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the solicitation, or contract, are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

Late Proposal: An offer received after the Opening Date and Time.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Must: See Mandatory/Must and Shall/Will/Must.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Contact (POC): The person designated to receive communications and to communicate.

Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a solicitation or resultant contract, brought by a contractor who has timely submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Contractor: A contractor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Contractor: A contractor who has submitted a proposal which conforms to all requirements of the solicitation document.

Retiree: State employees who meet the qualifications and retire from employment between the ages of 55 through 64.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

Termination: Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

Ameriflex understands.

ACRONYM LIST

ACH – Automated Clearing House
ASI – Application Software Inc.
COBRA - Consolidated Omnibus Budget Reconciliation Act
COI – Certificate of Insurance
DAS – Department of Administrative Services
FSA – Flexible Spending Account
PEEPM – Per Eligible Employee Per Month
PPACA – Patient Protection and Affordable Care Act
RFP – Request for Proposal
SPB – State Purchasing Bureau
SPD – Summary Plan Documents
SSDI – Social Security Disability

Ameriflex understands.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Bidder who will be responsible for providing Flexible Spending Account and COBRA and Retiree Benefits Services at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VII.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Bidders should carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

Ameriflex understands and fully complies.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Julie Schiltz/ Connie Heinrichs
RFP # 6171 Z1
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued, the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the solicitation POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

Ameriflex understands and fully complies.

C. **SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Solicitation	October 22, 2019
2.	Last day to submit written questions	October 30, 2019
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	November 04, 2019
4.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	November 14, 2019 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	November 14, 2019
6.	Evaluation period	November 15, 2019 through November 27, 2019
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	November 27, 2019
9.	Contract finalization period	November 27, 2019 through December 19, 2019
10.	Contract award	December 20, 2019
11.	Contractor start date	July 1, 2020

Ameriflex understands and fully complies.

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6171 Z1; Flexible Spending Account and COBRA and Retiree Benefits Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a contractor. The contract will not incorporate any known or unknown assumptions of a contractor.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

Ameriflex understands and fully complies.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The contractor who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

Ameriflex understands and fully complies.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a contractor commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Contractor shall have an affirmative duty to report any violations of this clause by the Contractor throughout the bidding process, and throughout the term of this contract for the successful Contractor and their subcontractors.

Ameriflex understands and fully complies.

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the contractor in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

Ameriflex understands and fully complies.

H. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Contractor is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Contractor Proposal Point of Contact". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or contractor's proposal response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence. The State will not furnish packaging and sealing materials. It is the contractor's responsibility to ensure the solicitation is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

The Request for Proposal form must be manually signed in an indelible manner and returned by the proposal opening date and time along with the contractor's Request for Proposal along with any other requirements as stated in the Request for Proposal document in order for the contractor's Request for Proposal response to be evaluated.

It is the responsibility of the contractor to check the website for all information relevant to this Request for Proposal to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the contractor's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the contractor guarantees compliance with the provisions stated in this solicitation.

The State shall not incur any liability for any costs incurred by contractors in replying to this solicitation, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this solicitation.

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 1/2" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 1/2" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

Ameriflex understands and fully complies.

I. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Bidders in replying to this solicitation, including any activity related to bidding on this solicitation.

Ameriflex understands and fully complies.

J. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

Ameriflex understands and fully complies.

K. PROPOSAL CORRECTIONS

A bidder may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

Ameriflex understands and fully complies.

L. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

Ameriflex understands and fully complies.

M. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Contractors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

Ameriflex understands and fully complies.

N. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview; (**Attachment A Bidder Questionnaire**)
4. Completed Sections II through VII;
5. Completed Technical Approach; and (**Attachment A Bidder Questionnaire**)
6. Completed State Cost Proposal.

Ameriflex understands and fully complies.

O. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

Ameriflex understands and fully complies.

P. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the initial three years) (3) of the contract. Any request for a price increase subsequent to the initial term of the contract shall not exceed three percent (3%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State will be given full proportionate benefit of any decreases for the term of the contract.

Ameriflex understands and fully complies.

Q. COST CLARIFICATION

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

Ameriflex understands and fully complies.

R. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

Ameriflex understands and fully complies.

S. EVALUATION OF PROPOSALS

All proposals that are responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview;
2. Technical Approach; and,
3. Cost Proposal.

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the solicitation cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the bidder within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the contractor from consideration of the preference.

Ameriflex understands and fully complies.

T. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the contractors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. bidder's key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the bidders regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

Ameriflex understands and fully complies.

U. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

Ameriflex understands and fully complies.

V. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

Ameriflex understands and fully complies.

W. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in bidder proposals that are not material, do not compromise the solicitation process or a contractor's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Ameriflex understands and fully complies.

X. ALTERNATE/EQUIVALENT PROPOSALS

Bidder may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Bidder must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the Contractor shall be held liable therefore.

Ameriflex understands and fully complies.

Y. LUMP SUM OR "ALL OR NONE" PROPOSALS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a proposal on an "all or none" or "lump sum" basis, but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and Bidder declines to accept award on individual items; a "lump sum" proposal is one in which the Bidder offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

Ameriflex understands and fully complies.

Z. EMAIL SUBMISSIONS

SPB will not accept proposals by email, electronic, voice, or telephone proposals except for one-time purchases under \$50,000.00.

Ameriflex understands and fully complies.

AA. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

Ameriflex understands and fully complies.

BB. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

Ameriflex understands and fully complies.

Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6171 Z1

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Contact Information	
Contractor Name:	Interflex Payments LLC dba Ameriflex, Inc.
Contractor Address:	2508 Highlander Way, Suite 200 Carrollton, TX 75006
Contact Person & Title:	Kevin Burgess, Executive Vice President
E-mail Address:	kburgess@myameriflex.com
Telephone Number (Office):	888.868.3539
Telephone Number (Cellular):	972.816.5849
Fax Number:	972.861.0972

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Contractor Name:	Interflex Payments LLC dba Ameriflex, Inc.
Contractor Address:	2508 Highlander Way, Suite 200 Carrollton, TX 75006
Contact Person & Title:	Kevin Burgess, Executive Vice President
E-mail Address:	kburgess@myameriflex.com
Telephone Number (Office):	888.868.3539
Telephone Number (Cellular):	972.816.5849
Fax Number:	972.861.0972

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

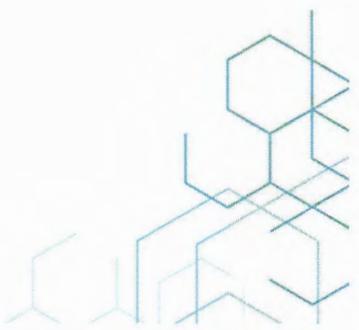
____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Interflex Payments LLC dba Ameriflex, Inc.
COMPLETE ADDRESS:	2508 Highlander Way, Suite 200, Carrollton, TX 75006
TELEPHONE NUMBER:	816.786.2771
FAX NUMBER:	972.861.0972
DATE:	11/12/2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Bart McCollum; President & COO

Section 2



**Attachment A
Bidder Questionnaire
RFP 6171 Z1**

Bidder Name: Interflex Payments LLC dba Ameriflex, Inc.

Bidder should complete all questions in Attachment A.

CORPORATE OVERVIEW	
1.01	<p>BIDDER IDENTIFICATION AND INFORMATION</p> <p>Provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number.</p>
	<p>Response: Interflex Payments LLC dba Ameriflex, Inc. 2508 Highlander Way, Suite 200, Carrollton, TX 75006 LLC (S-Corporation) State of Texas 1998 No, the name of the organization has not changes since organized. 27-2256926</p>
1.02	<p>FINANCIAL STATEMENTS AND INFORMATION</p> <p>Provide financial statements applicable to the firm. Provide a copy of the bidder's most recent annual report. If publicly held, provide a copy of the corporation's most recent two (2) years of audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.</p> <p>If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.</p> <p>The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.</p> <p>The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.</p> <p>Indicate the most recent Financial Rating, Financial Rating Modifiers and the Financial Rating Effective Date that have been received by the following organizations. Indicate all changes that have occurred in the last twelve (12) months for each of these ratings.</p> <ul style="list-style-type: none">a. A.M.Bestb. Standard and Poorsc. Moody'sd. Fitch

Response:

We have enclosed a copy of our most recent two (2) financial statements for review as an Exhibit. NOTE: This information is CONFIDENTIAL & PROPRIETARY and will be omitted from the Redacted Proposal.

Ameriflex is a non-publicly held firm and has enclosed a banking reference for review as an Exhibit.

Ameriflex confirms that it has not had any judgments, pending or expected litigation or other real or potential financial reversals in its entirety.

Not applicable. Ameriflex is a third party benefits administration; not an Insurance Company. Therefore, AM Best, Standard and Poors, Moody's, and Fitch financial ratings does not apply to our business.

CHANGE OF OWNERSHIP

1.03

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded Contractor will require notification to the State.

Describe any parent/subsidiary relationship.

Response:

Ameriflex confirms that it has not had any change in ownership or control of the company in its entirety.

OFFICE LOCATION

1.04

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

Response:

2508 Highlander Way, Suite 200, Carrollton, TX 75006

RELATIONSHIPS WITH THE STATE

1.05

The bidder describe any dealings with the State over the previous twelve (12) months. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Response:

Ameriflex declares no such contracts exist with the State.

BIDDER'S EMPLOYEE RELATIONS TO STATE

1.06

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

Response:

Ameriflex declares no such relationship(s) exist with the State.

CONTRACT PERFORMANCE

1.07

If the bidder or any proposed subcontractor has had a contract terminated for default during the past three (3) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default. Bidder must provide information on administrative and/or litigation within the past three (3) years, include current/pending cases, expected litigation, judgments, awards, and settlements (both in and out of court) or other real or potential financial reversals, including any bankruptcy proceedings whether voluntary or involuntary, which might materially affect the viability or stability of the bidder.

It is mandatory that the bidder submit full details of all termination for default experienced during the past three (3) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past three (3) years, so declare.

If at any time during the past three (3) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

Response:

Ameriflex confirms that it has not had any of its contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party in its entirety.

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

1.08

Provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

Provide three narrative descriptions **for Flexible Spending Account services** to highlight the similarities between previous experience and this Request for Proposal. These descriptions must include:

- a. The time period of the projects;
- b. The scheduled and actual completion dates;
- c. The Contractor's responsibilities;
- d. The number of contracts and the number of covered members for each project;
- e. for reference purposes, three customer names (including the names of a contact person, current telephone numbers, facsimile numbers and e-mail addresses); and
- f. Each project description shall identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion dates and budget, as well as the actual (or currently planned) completion dates and actual (or currently planned) budget.

Contractor and subcontractor(s) experience for each set of requested services must be listed

separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

- a. Is this an exclusive relationship?
- b. Effective date of Subcontract?

Response:

We have enclosed a summary matrix listing previous projects similar to this Request for Proposal for review as an Exhibit.

Provide three narrative descriptions for **COBRA Administration services** to highlight the similarities between previous experience and this Request for Proposal. These descriptions must include:

- a. The time period of the projects;
 - b. The scheduled and actual completion dates;
 - c. The Contractor's responsibilities;
 - d. The number of contracts and the number of covered members for each project;
 - e. for reference purposes, three customer names (including the names of a contact person, current telephone numbers, facsimile numbers and e-mail addresses); and
- Each project description shall identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion dates and budget, as well as the actual (or currently planned) completion dates and actual (or currently planned) budget.

Contractor and subcontractor(s) experience for each set of requested services must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

- a. Is this an exclusive relationship?
- b. Effective date of Subcontract?

Response:

We have enclosed a summary matrix listing previous projects similar to this Request for Proposal for review as an Exhibit.

<p>1.10</p>	<p>Provide three narrative descriptions for Retiree Administration services to highlight the similarities between previous experience and this Request for Proposal. These descriptions must include:</p> <ul style="list-style-type: none"> a. The time period of the projects; b. The scheduled and actual completion dates; c. The Contractor's responsibilities; d. The number of contracts and the number of covered members for each project; e. for reference purposes, three customer names (including the names of a contact person, current telephone numbers, facsimile numbers and e-mail addresses); and <p>Each project description shall identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion dates and budget, as well as the actual (or currently planned) completion dates and actual (or currently planned) budget.</p> <p>Contractor and subcontractor(s) experience for each set of requested services must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.</p> <p>If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.</p> <ul style="list-style-type: none"> a. Is this an exclusive relationship? b. Effective date of Subcontract?
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Response:

We have enclosed a summary matrix listing previous projects similar to this Request for Proposal for review as an Exhibit.

<p>1.11</p>	<p>Indicate years of service providing and administering the coverage(s) related to this RFP. Describe abilities to administer such plans including:</p> <ul style="list-style-type: none"> a. Flexible Spending Accounts (Medical) b. Dependent Care Spending Accounts c. COBRA administration and billing d. Retiree administration and billing
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Response:

Ameriflex has been administering Flexible Spending Accounts (Medical), Dependent Care Spending Accounts, COBRA administration and billing, and Retiree administration and billing services for over twenty-one (21) years. We administer pre-tax benefits using a proprietary system that was developed in 1998 and has been continuously upgraded, enhanced and modified to accommodate various client requirements. The software is written and maintained by Ameriflex employees. The architecture is modular; it includes separate components for Enrollment Processing, FSA adjudication, Deduction Management, FSA reimbursements and Customer Care. The system is menu-driven (automated) based on the functional team that is accessing it. Ameriflex maintains records at the employer/processing unit level, the individual employee level and the Plan level. Because we own our system, we are able to upgrade, make enhancements and provide problem resolution without the need to consult with outside vendors or ask for modifications permission as do other TPAs who do not own the rights to their systems.

1.12

For the entire book of business for **Flexible Spending Account services**, provide the total year-end national group membership (number of contracts) that receives medical administration services and indicate how many of these are in Nebraska. Provide statistics for Public Sector clients

	National Group Membership (Number of Contracts)	Nebraska Group Membership Number of Contracts)	Number of Public Sector Groups	Number of Public Sector Groups with 15,000+ lives
2016	2389	16	50	4
2017	3411	18	195	5
2018	3849	18	218	5
2019	4320	20	240	6

Response:

1.13

For the entire book of business for **COBRA Administration services**, provide the total year-end national group membership (number of contracts) that receives medical administration services and indicate how many of these are in Nebraska. Provide statistics for Public Sector clients

	National Group Membership (Number of Contracts)	Nebraska Group Membership Number of Contracts)	Number of Public Sector Groups	Number of Public Sector Groups with 15,000+ lives
2016	1951	12	50	0
2017	1978	15	54	0
2018	2009	18	64	0
2019	2901	20	68	2

Response:

1.14

For the entire book of business for **Retiree Administration services**, provide the total year-end national group membership (number of contracts) that receives medical administration services and indicate how many of these are in Nebraska. Provide statistics for Public Sector clients

	National Group Membership (Number of Contracts)	Nebraska Group Membership Number of Contracts)	Number of Public Sector Groups	Number of Public Sector Groups with 15,000+ lives
2016	187	1	5	0
2017	196	2	5	0
2018	200	2	6	0
2019	219	10	7	2

Response:

See above.

1.15

What percentage of the 2018 total group membership renewed for the 2019 plan year for FSA, COBRA and/or Retiree Administration services?

Response:

2%

SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if the company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified. If the teams are different for each product (i.e. FSA is different from COBRA), indicate as such. The team shall include, but not be limited, to the following roles:

- 1.16
- a. Implementation Manager
 - b. Account Executive
 - c. Member Services Manager

Designated alternate Account Executive would be expected to be familiar with all aspects of the State's business as it relates to the State's Health Plan. The designated alternate Account Executive is not subject to the location requirements, but must be available via a conference call.

Provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder understands of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

provided to the State

response:

Ameriflex administers pre-tax benefits using a proprietary system that was developed in 1998 and has been continuously upgraded, enhanced and modified to accommodate various client requirements. The software is written and maintained by Ameriflex employees. The architecture is modular; it includes separate components for Enrollment Processing, FSA adjudication, Deduction Management, FSA reimbursements and Customer Care. The system is menu-driven (automated) based on the functional team that is accessing it.

- a. We will appoint, Implementation Manager, Joel Correa who will facilitate your implementation process by coordinating employer groups and internal operations to support new business setup and design.**
- b. We will appoint, Account Executive, Kevin Burgess who will serve as your Executive Sponsor, responsible for creating visibility for your account within Ameriflex and serving as the highest-ranking escalation path if other resources are unable to immediately resolve any service concerns.**
- c. We will appoint, Senior Account Manager/Member Service Manager, Sarah Viana who is your primary day-to-day contact, and she is knowledgeable of your goals and supports your satisfaction. At Ameriflex, the Account Manager (i.e. Sarah Viana) has the authority to answer any questions and to take immediate action to address any issues related to client accounts.**

Resumes of key personnel have been included as an Exhibit for your review.

In the event necessary changes to our proposed personnel be required, we confirm we will obtain written approval from the State prior to any changes.

SUBCONTRACTORS

1.17

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

Section 3



II. TERMS AND CONDITIONS

Bidders should complete Sections II through VII as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

Ameriflex understands and fully complies.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JM			Ameriflex understands and fully complies.

The contract resulting from this Request for Proposal shall only incorporate the following documents:

The contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies. Donna Wilkinson will serve as Senior Counsel and Contract Manager on behalf of Interflex Payments, LLC dba Ameriflex, Inc. Donna's contact information is as follows; (214) 984-0849, dwilkinson@myameriflex.com.

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. BUYER REPRESENTATIVE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

Ameriflex understands and fully complies.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

Ameriflex understands and fully complies.

E. BEGINNING OF WORK

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

Ameriflex understands and fully complies.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

Ameriflex understands and fully complies.

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JPK			Ameriflex understands and fully complies.

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

Contractor will not substitute any item that has been awarded without prior written approval of SPB

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JPM			Ameriflex understands and fully complies.

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JPM			Ameriflex understands and fully complies.

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the

State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY (Optional)

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies. We will supply the required Performance Bond providing Ameriflex is granted award of this contract.

The Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond must be established dollar amount of \$200,000. The check or bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. If the Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

P. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

R. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

S. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

T. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

U. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;

5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JOM			Ameriflex understands and fully complies.

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JPM			Ameriflex understands and fully complies.

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

Ameriflex understands and fully complies.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JPM			Ameriflex understands and fully complies.

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies. We have enclosed evidence of insurance for your review.

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s).** This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. **The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE		
COMMERCIAL GENERAL LIABILITY		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
Abuse & Molestation		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
COMMERCIAL AUTOMOBILE LIABILITY		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$5,000,000 per occurrence
PROFESSIONAL LIABILITY		
Professional liability (Medical Malpractice) Qualification Under Nebraska Excess Fund		Limits consistent with Nebraska Medical Malpractice Cap
All Other Professional Liability (Errors & Omissions)		\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME		
Crime/Employee Dishonesty Including 3rd Party Fidelity		\$1,000,000
CYBER LIABILITY		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties		\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Administrative Services
 Attn: Wellness & Benefits Administrator
 1526 K Street, Suite 110
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

I. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

J. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

K. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

L. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

M. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

Ameriflex understands and fully complies.

O. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

P. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

Q. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JBM			Ameriflex understands and fully complies.

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

Ameriflex understands and fully complies.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor’s equipment which may be installed in a state-owned facility is the responsibility of the Contractor

Ameriflex understands and fully complies.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JDM			Ameriflex understands and fully complies.

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The State can support a daily invoice and process ACH transfers within three (3) business days. The State cannot support a pre-funded account. The terms and conditions included in the Contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

Invoices for payments must include:

Monthly invoice (for the Flexible spending administration fees. The fees should be invoiced after the end of the month. (For example, the August admin fees would be invoiced 9/1/19.)

Flexible Spending daily reimbursement documentation must be emailed to the State and must include:

The date the payments are processed & for what plan year, a separate amount for the dependent care & Health Care, an invoice #, in addition to a remittance address.

Weekly backup to support the daily Flexible Spending reimbursement requests must include:

The employee name, SS#, date of the reimbursement, dollar amount of the reimbursement & whether the reimbursement was for Health Care or Dependent Care.

The Admin Fee Invoice and weekly backup reports shall be posted to the vendor’s site and picked up by the State.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JDM			Ameriflex understands and fully complies.

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JFK			Ameriflex understands and fully complies.

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

Ameriflex understands and fully complies.

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

Ameriflex understands and fully complies.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Ameriflex understands and fully complies.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TJK			Ameriflex understands and fully complies.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent to three (3) percent of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The contractor should provide the following information in response to this solicitation.

A. PROJECT OVERVIEW

This Request for Proposal (RFP) is being issued to find a qualified contractor to provide a Flexible Spending Account and COBRA and Retiree Benefits Administration program for approximately 16,100 eligible and 15,126 enrolled state employees effective on July 1, 2020.

Stand-alone proposals will not be accepted for FSA (Medical & Dependent care) and/or COBRA/Retiree Administration. This RFP requires a single administrator for all parts of this request, including FSA (Medical and Dependent Care) along with all COBRA and Retiree Administration related services. The State of Nebraska currently outsources administration of FSA, COBRA and Retiree benefits to ASI COBRA.

The State's open enrollment period is during May for the July 1 through June 30 plan year. All active employees along with COBRA and Retiree individuals must re-enroll each year to choose their options for the next plan year. The State of Nebraska also completes new hire and status change enrollments as necessary.

The State wishes to accomplish the following objectives:

1. Minimize the cost and rate of future fee increases.
2. Establish performance targets to assess and monitor administrator's performance.
3. Allow both Health Care and Dependent Care expenses with the Flexible Spending Account.
4. Streamline the efficiency and compliance of its current COBRA and Retiree process with a high level of performance in COBRA and Retiree administration and billing.

Ameriflex understands and fully complies.

B. FLEXIBLE SPENDING ACCOUNTS PROJECT ENVIRONMENT

All eligible permanent State of Nebraska employees (full time and part time) located throughout the State of Nebraska can choose to enroll and participate in the Flexible Spending Account program. Enrollment is completed within the State of Nebraska Workday system, the enrollment information (name, date of birth, social security number, affective date, amount, etc.) is pulled from Workday and those files are transferred to the Contractor. Employees have the option to participate in a Health Care Flexible Spending Account, a Dependent Care Flexible Spending Account, or both. One fee is paid if employee is enrolled in both Dependent Care and Health Care Accounts.

Employees can set aside up to \$2,700 pre-tax per calendar year for the Health Care Flexible Spending Account program. This may change based on Federal guideline limits and as approved by the State. Employees may not make an annual election of less than \$120. Those employees participating in the Dependent Care Flexible Spending Account program are allowed to set aside up to \$5,000 per calendar year, per household. Employees may not make an annual election of less than \$72.

Employees participating in the Flexible Spending Account program cannot transfer money from the Dependent Care Flexible Spending Account to the Health Care Flexible Spending Account and vice versa.

Direct deposit is available to Flexible Spending Account participants once the employee signs up to receive reimbursements by direct deposits to an account of the employees choosing that receives direct deposits, or by using a medical Flex debit card. Flex card is for medical related and pharmacy spending. Dependent care can only be submitted through receipt reimbursement process.

The enrolled employees must use funds with a date of service as June 30 or earlier each plan year or remaining funds are forfeited back to the plan (no carryover option). All employees are allowed a 4 month grace period, as allowed by Federal guidelines, with all receipts to be submitted for reimbursement by the October 31 deadline each year.

The Summary Plan Description for the current Flexible Spending Account program can be found at <http://das.nebraska.gov/Benefits/Active/flex.html> Flexible Spending Accounts Summary Plan Description (SPD). Of the State's approximately 16,379 eligible permanent employees 3,533 are enrolled in the current Health Care Flexible Spending Account and 432 enrolled in the current Dependent Care Flexible Spending Account and 235 are enrolled in both.

Ameriflex understands and fully complies.

C. **FLEXIBLE SPENDING ACCOUNT REQUIREMENTS:**

1. Process grace period from July 1 through October 31 and run out claims.
2. Participate in-person during the annual Open Enrollment meetings for the Human Resource Information Group (HRIG) in April of each year. If requested by other State agencies, the Contractor may participate in agency specific health fair(s).
3. Supply printed materials (i.e. Employee flyers, links, general informational material) concerning Flexible spending and COBRA information for the annual OE meetings with HR and across the state. This information is provided to members.
4. Provide final Summary Plan Documents (SPD), written and electronic, to the State Wellness and Benefit Division prior to the Open Enrollment period and subsequent open enrollments.
5. Comply with the following eligibility process:
 - a. Integrate with the State's eligibility systems;
 - b. Eligibility files are sent on a weekly basis with enrollment information;
 - c. At Open Enrollment, one large file will be sent with all updates for the new plan year, and weekly after that;
 - d. The State of Nebraska will provide the initial Flex file (for both Medical and Dependent care) from the Open Enrollment elections for the plan year;
 - e. Accept electronic transfer of eligibility data in a format indicated by the State and acknowledge receipt of the file;
 - f. Implement eligibility updates within 24 hours of receipt;
 - g. Maintain eligibility records for all participants; and
 - h. Maintain eligibility reconciliations between Contractor files and the State's eligibility files.
6. Claims are paid by the Contractor and a reimbursement request is sent to the State on a daily basis via email. The reimbursement request is processed the following business day. The funds are electronically deposited into the Contractor's bank account within two business days.
7. Advise and assist the State in the preparation of Nondiscrimination Testing Management Report along with any additional preparation of forms and necessary documentation to fulfill reporting and disclosure requirements.
8. Provide guidance and written documentation within thirty (30) days upon request, on the PPACA and any future issues as related to health care reform, including but not limited to data comparison, analytics, strategic development, timelines, compliance, impact studies and implementation as those issues pertain to the State's experience.
9. Administer the program in compliance with the insurance laws of the State of Nebraska and all Federal regulations.
10. Monitor Federal regulations and State legislation affecting Flexible Spending Account programs provided under the plan and report to the State on those issues in a timely fashion prior to the effective date of any mandated plan changes.
11. Attend an annual performance or "stewardship" meeting within 180 days after contract year-end at which time the Contractor will, as directed by the State, summarize activities and performance for the year end.
12. Provide dedicated staff in the following specialties:
 - a. Implementation Manager: Responsible for development and execution of implementation plan. Coordinates with the State, internal and other external resources. The Implementation Manager shall be dedicated to the State during the implementation process. Three (3) years of experience as an Implementation Manager and experience with groups 15,000 and larger are also required.
 - b. Account Executive: Responsible for overall account relationship including strategic planning in relation to plan performance, consultative services, recommendations for benefit design and cost containment opportunities, overseeing contractual services under the contract with the State, and managing all other Contractor's staff working on this account. Has overall responsibility for waste, fraud and abuse oversight and control. The Account Executive will be located in Nebraska and will be dedicated to the State account. The Account Executive will have a minimum five (5) years of experience as an Account Executive and have previously served as an Account Executive for at least one (1) year for a group of at least 15,000 members.
 - c. Member Services Manager: Responsible for all customer service functions and reporting. Three (3) years of experience as a Member Services Manager and experience with groups 15,000 and larger are also required.
13. An Account Executive shall be accountable and responsible to the State for proactive management of all aspects of the Contractor's performance to the State. The Contractor shall not change assignment of the Account Executive without written notice provided to the State with a minimum of fourteen (14) business days prior to such change. The State reserves the right to request assignment of a new Account Executive and the Contractor shall make such change within 30 calendar days of receipt of written notice from the State.
14. Account Executive must be available by phone conference within two (2) hours after a request by the State and at no additional cost to the State.

15. Provide data feeds (ex. eligibility file) to the State's contractors such as Medical/Rx contractors, as requested.
16. Provide an annual score card so the State can assess Contractor's performance.
17. Provide prefund claims reimbursement, including the printing and issuing of checks and electronic funds transfer.

Ameriflex understands and fully complies.

COBRA AND RETIREE PROJECT ENVIRONMENT

Services to include COBRA and Retiree Administration for the Health, Dental, Vision, Medical FSA and EAP plans. Direct billing services must also be provided for both COBRA and Retiree enrolled in either of these options. COBRA enrollees are charged a 2% administration fee for each of the plans enrolled. The administration fee is retained by the State.

Retirees must go through Open Enrollment each year just as active employees. During the open enrollment period, a Retiree cannot enroll in any coverage they are not presently enrolled in. The enrolled participant can make tier changes to the coverage's and change plan enrollment types, example if the participant is enrolled in Basic Dental they are allowed to elect Premium Dental, if the participant is in any medical plan they can change within plans, example: high deductible to regular. Current Retirees cannot add any dependents during open enrollment unless documentation is supplied showing the spouse has lost creditable group coverage, not individual coverage, the day prior to when the new benefit plan year will be effective. (Example: the new benefit plan year will start on July 1st, John Smith is enrolled in single medical, his wife retires from her job and can supply the documentation that her coverage ended on June 30th then John Smith will be allowed to add his wife to his coverage.)

An ex-employee under the age of 55 can go before the State Retirement Board and request disability retirement. If the request is approved, the Nebraska Public Employees Retirement System will send a letter with the approval to the State Employee Benefits Office. In order for the ex-employee to be enrolled in the Retiree continued coverage group the ex-employee must be enrolled and in good standing in COBRA. If the employee is in good standing with COBRA his or her enrollment will be moved to the Retiree group the first of the month after the date of the approval letter and will be able to remain on the Retiree continued group up to the first of the month he or she turns 65 as long as the ex-employee remains in good standing with the Retiree group. If disabled and not an eligible retiree, the qualified beneficiary is eligible for up to an 11-month extension of COBRA continuation coverage, for a total of 29 months of COBRA coverage. The State charges the additional 48% of the premium for the 11 month SSDI extension. When COBRA/Retiree participants turn age 65, the State terminates all coverage on all plans. If employment is terminated with the State after attaining the age of 65, the individual is offered 18 months coverage for Health, Dental, Vision and EAP under COBRA.

COBRA participants and Retirees have the same plan options for Health, Dental, Vision and EAP as do active employees. Employees who terminate employment with the State at ages 55-64 and have contributed to the State's Retirement System are considered as "Retiree Status". Under Retiree Status, the participant will have the option to stay on the State's plans until turning age 65. As an added benefit, those on Retiree Status are not charged the 2% administration fee for health. Retirees aged 65 and older are offered COBRA and are charged the 2% administration fee on Health, Dental, Vision, FSA and or EAP.

The State does not employ any unique termination practices; all termination policies are the same. The State averages 3,680 terminations and 2,900 New Hires events per year. The State does not allow pro-rated/mid-month terminations. The State has approximately 1,620 IRS qualifying events per year. Of the State's approximately 16,379 eligible permanent employees, 125 are currently enrolled as COBRA and 300 are currently enrolled as a Retiree. All are being served by direct billing as enrolled participants are located across the country.

The State of Nebraska Retiree group benefit is for employees that wish to leave active service for the State on or after attaining the age of 55 up to and prior to the age of 65 and have been actively paying into the State's retirement system. A Retiree can continue Health, Dental, Vision, Medical FSA, and EAP enrollment at the age of 55 and keep the coverage to the first of the month he or she turns 65. Medical FSA can only be kept through the benefit year that the Retiree leaves state government. The enrolled participant can pay for Medical FSA for a limited number of months and then request to drop the benefit. Medical FSA is the only benefit that the Retiree can request to drop anytime during the benefit plan year.

If a person declines Retiree coverage at the time of termination from State employment, enrolled participant can never apply or be accepted for Retiree benefits in the future.

Ameriflex understands and fully complies.

State Patrol Lifer Retiree

The State has a predetermined number of employees who are promised a unique Retiree status through a prior agreement we refer to as "State Patrol Lifer Retirees".

The number of employees that have a "State Patrol Lifer Retiree" status is approximately 8. No other employees will be allowed to participate in this manner. These individuals and spouses (if eligible) can retire from being an active employee; select benefits under the Retiree program and keep the medical benefits for an undetermined amount of time. All other benefits the State Patrol Lifer Retiree and spouse are enrolled in must be canceled the first of the month in which either participant turns 65. If the State Patrol Lifer turns 65 prior to his or her spouse then

the spouse can continue enrollment in the other benefits, example Dental and/or Vision on a single plan coverage until the first of the month he or she turns 65 and vice versa.

The State Patrol Lifer Retiree cannot bring on a spouse at any later date and keep the spouse on for an in determined amount of time. If his or her spouse experiences a life event that allows the spouse to come on to the State Patrol Lifer Retiree benefit coverage's, the spouses coverage will end at the first of the month he or she turns 65 regardless of the fact that the State Patrol Lifer Retiree can carry the medical coverage for a in determined number of years. The State Patrol Lifer Retiree can keep the Health Coverage for Life only, this does not pertain to Dental, Vision, EAP or Flex. A State Patrol Lifer's Spouse can have single Dental and or Vision up to the age of 65 if the State Patrol Lifer Retiree turned 65 prior to the spouse, the medical coverage will always be employee and spouse unless the State Patrol Lifer Retiree passes away prior to the spouse then the State Patrol Lifer Retiree spouse can continue in a single medical plan.

Ameriflex understands and fully complies.

D. COBRA AND RETIREE REQUIREMENTS:

1. Implement and comply with all Federal COBRA program requirements. Maintain full compliance, including but not limited to providing all new hires a letter confirming "General Notice of Your Rights, Group Health Continuation Coverage Under COBRA."
2. Medical, Dental, Vision, and flexible spending premiums that the COBRA and Retiree participants payments will need to be paid to the State of Nebraska, and payment is made on a monthly basis. Only the premium is sent to the contractor, the 2% Admin fee is retained by the State of Nebraska.
3. Allow active Retiree who is in good standing with his or her Retiree monthly premium payments and is considered an active Retiree participant, then returns to employment with the State of Nebraska will be allowed to enroll again into the Retiree continued coverage program when enrolled participants leave State of Nebraska employment. The Retiree will be allowed to enroll in the benefits he or she was currently enrolled in on the last day of their current employment. The Retiree can also re-enroll and continue to elect coverage during the Open Enrollment period as long as the enrolled participants have remained active on the plan.
4. Any active Retiree who drops the continued Retiree coverage for any other employment with benefit coverage other than employment with the State of Nebraska will not be allowed to come back on the continued Retiree coverage program for any reason. Once the enrolled participant drops the coverage or do not pay premiums in a timely manner they are terminated from the Retiree continued group coverage with no option of reinstatement. Employees are allowed a 30 day grace period from the premium due date. If premiums are not paid by that deadline the plan will be terminated.
5. No Retiree can add coverage without a life status change that is consistent with the allowed life status changes of all State of Nebraska Active employees.
6. A Spouse cannot enroll in Single coverage under the Retiree continued coverage with the exception of the spouses of State Patrol Lifers.
7. Comply with the following eligibility process:
 - a. Integrate with the State's eligibility systems;
 - b. Eligibility files are sent on a weekly basis with enrollment information;
 - c. At Open Enrollment, must process paper enrollment changes submitted by participants;
 - d. Accept electronic transfer of eligibility data in a format indicated by the State and acknowledge receipt of the file;
 - e. Implement eligibility updates within 24 hours of receipt;
 - f. Maintain eligibility records for all participants; and
 - g. Maintain eligibility reconciliations between Contractor files and the State's eligibility files.
8. Provide services to all present active employees enrolled on the program effective date.
9. Provide materials to communicate participants' continuation options.
10. Advise and assist the State to fulfill reporting and disclosure requirements.
11. Provide guidance and written documentation within thirty (30) days upon request, on the PPACA and any future issues as related to health care reform, including but not limited to data comparison, analytics, strategic development, timelines, compliance, impact studies and implementation as those issues pertain to the State's experience.
12. Administer the program in compliance with the insurance laws of the State of Nebraska and all Federal regulations.
13. Monitor Federal regulations and State legislation affecting COBRA and Retiree Administration programs provided under the plan and report to the State on those issues in a timely fashion prior to the effective date of any mandated plan changes.
14. Attend an annual performance or "stewardship" meeting within 180 days after contract year-end at which time the Contractor will, as directed by the State, summarize activities and performance for the year end.
15. Provide dedicated staff in the following specialties:

- a. Implementation Manager: Responsible for development and execution of implementation plan. Coordinates with the State, internal and other external resources. The Implementation Manager shall be dedicated to the State during the implementation process. Three (3) years of experience as an Implementation Manager and experience with groups 15,000 and larger are also required.
 - b. Account Executive: Responsible for overall account relationship including strategic planning in relation to plan performance, consultative services, recommendations for benefit design and cost containment opportunities, overseeing contractual services under the contract with the State, and managing all other Contractor's staff working on this account. Has overall responsibility for waste, fraud and abuse oversight and control. The Account Executive will be located in Nebraska and will be dedicated to the State account. The Account Executive will have a minimum five (5) years of experience as an Account Executive and have previously served as an Account Executive for at least one (1) year for a group of at least 15,000 members.
 - c. Member Services Manager: Responsible for all customer service functions and reporting. Three (3) years of experience as a Member Services Manager and experience with groups 15,000 and larger are also required.
- 16. An Account Executive shall be accountable and responsible to the State for proactive management of all aspects of the Contractor's performance to the State. The Contractor shall not change assignment of the Account Executive without written notice provided to the State with a minimum of fourteen (14) business days prior to such change. The State reserves the right to request assignment of a new Account Executive and the Contractor shall make such change within 30 calendar days of receipt of written notice from the State.
 - 17. Account Executive must be available by phone conference within two (2) hours after a request by the State and at no additional cost to the State.
 - 18. Provide data feeds (ex. eligibility file) to the State's contractors such as Medical/Rx contractors, as requested.
 - 19. Provide an annual score card so the State can assess Contractor's performance.
 - 20. Provide a monthly premium remittance electronically to the State of Nebraska.

Ameriflex understands and fully complies.

- E. DELIVERABLES
See Cost Proposal

Ameriflex understands.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by contractors in preparing the Technical and Cost Proposal. Contractors should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

Ameriflex understands and fully complies.

A. PROPOSAL SUBMISSION REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through VI must be completed and returned with the proposal response.

Ameriflex understands and fully complies.

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal. The bidder must use the State's Cost Proposal.

THE STATE'S COST PROPOSAL AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

Ameriflex understands and fully complies.

A. COST PROPOSAL

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

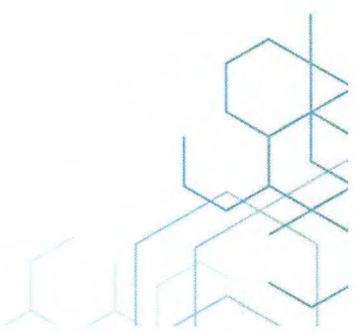
The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

Ameriflex understands and fully complies.

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Ameriflex understands and fully complies.



Section 4

TECHNICAL APPROACH

- 1.18 Describe the administration of FSA benefits, including health care and dependent care reimbursement accounts, as well as whether these services are outsourced with another vendor.

Response:

Ameriflex administers pre-tax benefits using a proprietary system that was developed in 1998 and has been continuously upgraded, enhanced and modified to accommodate various client requirements. The software is written and maintained by Ameriflex employees. The architecture is modular; it includes separate components for Enrollment Processing, FSA adjudication, Deduction Management, FSA reimbursements and Customer Care. The system is menu-driven (automated) based on the functional team that is accessing it.

Ameriflex maintains records at the employer/processing unit level, the individual employee level and the Plan level. Because we own our system, we are able to upgrade, make enhancements and provide problem resolution without the need to consult with outside vendors or ask for modifications permission as do other TPAs who do not own the rights to their systems.

Ameriflex has developed and implemented an easy-to-use enrollment system that allows employees to enroll in benefits through the internet (MyAmeriflex). Our MyAmeriflex (www.myameriflex.com) allows customers and/or clients to:

- Submit online claims in editable, electronic forms or as portable document format (PDF) attachments
- Share files and reports to make ad-hoc reporting and utilization analysis convenient
- Receive e-mail alerts, notifications and reminders
- Recordkeeping and Processing Controls

Recordkeeping and Processing Controls

Ameriflex has significant internal controls to separate processing functions and provide stringent monetary controls for its clients.

We differ from many other TPAs in that our staff is specialized in their various areas of expertise. Key functions are performed in specialized operating teams in order to maintain the proper operational controls, checks, and balances, and to assure accurate, prompt and secure administration services.

For example, our Customer Care Specialists have only one job: serving participants that call or e-mail Ameriflex; they do not adjudicate claims or handle payroll deductions. Our Accounting staff performs only one function: remitting reimbursements to participants. Our Claims staff adjudicates claims; they have no access to payroll deductions, enrollment applications or reimbursement check stock.

Reimbursement / Claims Administration

Ameriflex's adjudication (Claims Services) and reimbursement (Accounting Disbursements) teams are physically and functionally separate.

All incoming claims are date-stamped, scanned, indexed and logged into Ameriflex's system by our functionally separate Claims Administration Team. Ameriflex utilizes a claims imaging and business flow solution which is fully-integrated with its proprietary claims system. It is not a standalone system as are many used by Ameriflex's competitors and most third-party administrators (TPAs). There is full reciprocity between the document retention system and our claims system.

Features of this business flow and imaging solution include:

- Workflow automation for fax, paper and electronic documents;
- Front-end scanning, indexing and tracking of claims media and related correspondence;
- Integration with Ameriflex's proprietary web-based system;
- Integration with Ameriflex's fax server solution which eliminates the need for manual document delivery and receipt;
- Integration with Ameriflex's Customer Care solutions; and
- Automated management reporting tools.

At the conclusion of this process, the claim image is forwarded to Ameriflex's Claims Services Team for adjudication. The claim is adjudicated online. Our Accounting Disbursements Team initiates payment transactions to conclude the reimbursement process and to ensure segregation of duties between payment authorization and the actual payment. We utilize various software edits to identify claims that should not be automatically processed and internal staff reviews to verify that claim procedural and financial accuracy standards are being achieved. Claims reviews are targeted to identify quality levels and address Claims Examiner issues, client issues and types of claims or amounts of reimbursements.

Enrollment Information and Updates

Enrollment information and updates are compared to Ameriflex's system to determine whether or not there is already an existing record. This occurs regardless of whether Ameriflex is loading a data file or data-entering a paper-based enrollment election or Change in Status.

Payroll Processing

All incoming payroll data is reconciled prior to posting to individual participant records. Ameriflex's Deduction Management Team is responsible for reconciling and posting the payroll deduction data received.

System reconciliation occurs each time we have incoming data or paper records that must be entered into our system, be it eligibility data, payroll data or a new enrollment election.

Ameriflex will reconcile each processable payroll deduction/reduction data file against its participant enrollment records (expected vs. actual) to identify additions, changes and omissions. An Exception Report is generated and remitted to the employer for review and resolution.

Reconciled records will be posted to the individual tax-favored account(s), employee deduction history file and to the overall employer plan account, usually within one-two days of receipt.

Maintenance & Data Collection

The modular functional areas are maintained with controlled-access to each respective functional team. Data collection for the system occurs through validated data-entry screens, as well as various functional import processes.

Plan Design

Our proprietary application allows for flexible set-up of business rules in the form of rates, plans and flags in order to validate individual client plan design.

1.19	Describe how COBRA continuation of coverage can be administered, or if this service is outsourced with another vendor.
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Response:

Ameriflex provides best in class services on the areas of customer service, automated enrollment systems, worksite enrollments, deduction management, account management, Cafeteria Plan Administration, tax favored accounts administration (FSA, HRA, HSA, and Qualified Transportation/Commuter Benefits), COBRA, Retiree, and Leave Administration. Our services are streamlined and intended to remove the confusion oftentimes experience by

employees and employers when dealing with benefits-related matters.

Ameriflex provides complete administration - from communications to reporting, our comprehensive solution ensures both you and your COBRA participants are completely covered. The State can depend on our in-house counsel for compliance and other COBRA-related questions. We provide all required COBRA communications and can assist with other notices for HR compliance. Participants can quickly and easily review payments, documents, coverage level, and manage dependents on line. Participants have access to live representatives during business hours via our toll-free customer service center and our dedicated COBRA experts.

All activity, including communications, notices, payments and more, are tracked, documented and available online. Skilled, dedicated experts and a proven process ensure data accuracy and compliant COBRA administration. Scheduled file feeds automate enrollment. For emergency notification of qualifying events, employers have a user-friendly on line wizard to quickly and easily notify Ameriflex. Information is available at any time, ensuring data accuracy and providing simple checks and balances. We collect all COBRA participant payments, and manage, track and remit premiums to clients monthly with necessary backup to audit and pay carrier bills.

1.20	Describe how Retiree health premium billing can be administered, or if this service is outsourced with another vendor.
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Response:

Ameriflex provides complete administration - from communications to reporting, our comprehensive solution ensures both you and your participants are completely covered. The State can depend on our in-house counsel for compliance and other Retiree-related questions. We provide all required communications and can assist with other notices for HR compliance. Participants can quickly and easily review payments, documents, coverage level, and manage dependents online. Participants have access to live representatives during business hours via our toll-free customer service center and our dedicated experts.

Ameriflex provides an end-to-end, fully compliant, no-noise Retiree Billing solution with exemplary customer service. Ameriflex employs a very thorough implementation process to ensure that we get off to a strong start with our Retiree Billing partnership. Implementation begins with detailed requirements gathering to understand your plan designs and any custom requirements that you may have. We know that every client is unique, and we are fully prepared to work with the State to understand their specific processes. Ameriflex will work with your prior administrator for a successful takeover of participant data and service. The State will have the opportunity to review and confirm the system settings, plan configurations, and any participant communications prior to going live. Ameriflex will provide a full audit of the takeover data so that you may confirm that all participants are accounted for and perform extensive testing to insure systems are setup correctly. Participants can access our online portal and/or Retiree Billing customer service center to monitor their account, make payments and check coverages.

GENERAL PLAN INFORMATION AND REQUIREMENTS

1.21	Describe any staff relocations, computer system changes/upgrades, program changes, or telephone system changes in process at this time or proposed within the next 12-24 months.
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Response:

We have not had any staff relocations, computer system changes/upgrades, program changes, or telephone system changes in process at this time or proposed within the next 12-24 months. Because we own our system, we are able to upgrade, make enhancements and provide problem resolution without the need to consult with outside vendors or ask for modifications permission as do other TPAs who do not own the rights to their systems.

MEMBER SERVICES

1.22 The State requires the minimum hours for claims administration operation to be Monday through Friday, 8:00 a.m. to 6:00 p.m. Central Time. Describe if any additional hours are available beyond the core hours.

Response:

Ameriflex exceeds requirements. At Ameriflex, claims administration operations are performed between 8AM-8:30PM, Monday through Friday, Eastern Time.

1.23 Describe the process for handling calls "after hours" of operation? Is there a voicemail system or capability for caller to leave messages after normal business hours?

Response:

Ameriflex exceeds requirements. We offer multiple communication channels throughout the lifecycle of the program. For example, through the MyAmeriflex portal participants can simply initiate an online message inquiry after-hours and their message will be addressed the next business day from a Live Support Representative.

Additionally, participants can access our Interactive Voice Response (IVR) system around-the-clock to obtain real-time account balances and claim information 24/7/365.

1.24 Describe how members reach a live representative or an interactive voice response (IVR) unit when calling Member Services.

Response:

Customer Care is paramount to the success of any business, and that is why we invest so heavily into our Service Center. The State and its participants will have a **dedicated toll-free number with priority queuing**. We place an emphasis on first-call resolution to get it right the first time without having to call back. Our friendly Live Customer Care Representatives are available Monday-Friday, 8:30AM-8PM EST. Ameriflex understands today's modern workforce needs a variety of convenient options to request an answer to benefit questions. Therefore, as part of our direct touch service model, we offer:

- Interactive Voice Response (IVR) System
- Mobile App
- Text Messaging Alert Notifications (SMS)
- Online Portals
- SMS Text Messaging
- Email Messaging
- Online Chat Feature

1.25 Describe the system by which the Customer Service unit tracks and documents calls. Describe the process to review the findings of the call tracking and documentation process with the State.

Response:

In Ameriflex's Customer Care Center, we impose stringent, internal quality control performance standards and work diligently to adhere to them. Written confirmations are not sent for standard phone inquiries. The following controls are in place to measure accuracy and track customer interactions:

- All incoming calls and e-mails are recorded and archived for a minimum of one year. Our Team Leaders monitor a minimum number of interactions taken by each Customer Care Specialist weekly. A scoring evaluation sheet is completed and each interaction is assessed a grade between 0% and 100%. In order to

improve proficiency and effectiveness, each Customer Care Specialist is given feedback from the monitored sessions that identify individual training needs.

- Each Customer Care Specialist is required to enter remarks into our database for every customer interaction; comments are then available for review. These historical customer records facilitate effective follow-up. Reports are created regularly to ensure that our customers are receiving quality service

Our Customer Service Center handles inbound and outbound calls, email correspondence and resolution of unresolved issues. Industry standard scripts are used in our customer service center and in our client experience department, as well as 24/7/365 IVR systems to interact with participants and clients in our efforts to deliver a best-in-class service experience.

1.26

Describe how members can electronically access reimbursement information and the Member Services group. Describe the internet, i.e. web chat, or email services offered.

Response:

There are several ways for participants to access their account and balance information. For participants with Internet access, the MyAmeriflex Portal is the quickest way to view plan information, plan resources, account balance information, submit a claim for reimbursement, and upload substantiation documentation. Our Customer Care Center can be contacted via phone, fax, email, or live chat, Monday – Friday, 8:30am to 8:00pm Eastern Time (ET).

- Participant Portal (Internet): Ameriflex has a website that could provide the required enrollment and program query functionality for a customer of similar size and magnitude. There are several ways for participants to access their account and balance information. For participants with Internet access, the MyAmeriflex Portal is the quickest way to view plan information, plan resources, account balance information, submit a claim for reimbursement, and upload substantiation documentation. Participants can also utilize the MyAmeriflex Mobile App to view recent transactions, account balances, submit claims for reimbursement, and submit substantiation documentation. Our Member Services department can be contacted via phone, fax, email, or live chat Monday – Friday, 8:00am to 8:00pm in all time zones. Additionally, Employers can also elect for their employees to receive automated email messages that will provided personalized plan, balance, and claim information.
- Mobile Application: Ameriflex offers the MyAmeriflex Mobile App. The MyAmeriflex Mobile App is available for free through the Apple Store and Google Play. With the MyAmeriflex Mobile App, participants can view recent transactions, account balance information, submit claims for reimbursement, and submit substantiation documentation.
- Automatic Email Messaging: Employers can also elect for their employees to receive automated email messages that will provided personalized plan, balance, and claim information.
- Online Chat: Through the MyAmeriflex system, we offer free online chat that's available for clients and participants.

1.27

Describe the escalation process for Member Services satisfaction and complaints.

Response:

If a complaint arises that an Ameriflex customer service representatives are unable to resolve, the customer's contact information is verified and the customer is assured that an answer will be provided within one business-day after research is conducted. The representatives are then responsible for obtaining the necessary information and making the return call. If necessary, the matter will be escalated to a supervisor within the Customer Service Center.

Customer account information is updated to reflect the details of the complaint. If the issue cannot be resolved during the initial contact, the account is flagged for call-back after research; complete complaint resolution may require interaction with another Ameriflex functional team. When research is required, it is our policy to contact the customer within 24 hours with an update. Upon resolution, the customer is notified of the actions that were taken to solve the problem.

Occasionally, additional information is needed from the customer to satisfactorily achieve resolution and therefore the supervisor handling the complaint will provide their direct contact information for the customer. Individual customer accounts are always updated to reflect complaint and resolution status for future reference.

Ameriflex's appeals process is available to customers who want to present a written request for a variance from established policy. Such requests must be reviewed by the Appeals Specialist and/or Appeals Panel in order to determine if the requested change is approved or denied. The Appeals Process is designed to adjudicate requests for enrollment changes or rejected reimbursement claims.

Customers who want to invoke the Appeals Process must submit a written request within the prescribed timeframe. The first step is to contact an Ameriflex representative, who can explain the Appeals Process and try to assist the customer by simply correcting the problem. If the call needs to be escalated, a Senior Specialist will then forward the customer to the Appeals Specialist. Once all resources have been utilized and the customer is still not satisfied and elects to invoke the Appeals Process, the Appeals Specialist will ask the customer to send a written statement with any additional supporting documentation available.

1.28

Contractor will not render or administer services offshore, and all work performed will be in the contiguous United States. Describe where the Customer Service unit will be located.

Response:

Ameriflex understands and fully confirms all administrative services will be performed in-house, onshore as required by the State of Nebraska. Our Customer Service unit of managed and maintained out of our headquarters in Dallas, Texas.

FSA PLAN ADMINISTRATION AND ADJUDICATION

1.29

Regarding the claim office that will service the State, provide the following:

- a. Annual claim volume;
- b. Percentage of claims that are auto-adjudicated;
- c. Percentage of claims that require substantiation; and
- d. Average time to reimburse the member from receipt of a "clean claim".

Response:

- a. Over 2,000,000
- b. 98.5%
- c. 2%
- d. Same day up to 3 Days

1.30

Describe the substantiation process that insures all medical expenses are valid IRS Section 213(d) expenses.

Response:

For most claims like Debit Card transactions, Picture-to-pay, direct carrier feeds and online claims submission, this is a completely automated process for the participant without requiring any additional information.

For manually submitted requests for reimbursement (RFR) participants should include a substantiation document. An Explanation of Benefits (EOB) should accompany the RFR as evidence that the expense is applicable to the insurance deductible or coinsurance. Accordingly, for co-pay expenses, an EOB or detailed receipt from the health provider identifying the claimant, date of service, amount of the service, and name of the service provider must accompany the RFR.

Any amount paid by another source must be shown on the bill. Pharmacy receipts must include the complete name of all drugs. Complete instructions for Medical FSA and HRA claim submissions are provided to the participants.

For a manual submission of a Dependent Care FSA, participants should submit a completed claim form together with receipt(s) for the expense(s) being claimed. Receipts must include the name and address of the care provider and must show the beginning and ending dates of the provided services. Also required are the name(s) and the age(s) of the IRS-eligible person(s) for whom the service(s) were provided. (For child dependents, their grade in school must also be included).

Complete instructions for Dependent Care FSA claim submission are provided to participants.

1.31

Describe the claims payment process for reimbursement of claims that do not require substantiation.

Response:

As defined above, most claims like Debit Card transactions, Picture-to-pay, direct carrier feeds and online claims submission, this is a completely automated process for the participant without requiring any additional information. Reimbursements are disbursed via direct deposit or paper check.

1.32

Describe the communication process and procedures for additional substantiation requirements for a claim to be reimbursed, including if a member is unresponsive to the first request for substantiation documentation.

Response:

For manually submitted requests for reimbursement (RFR) participants should include a substantiation document. An Explanation of Benefits (EOB) should accompany the RFR as evidence that the expense is applicable to the insurance deductible or coinsurance. Accordingly, for co-pay expenses, an EOB or detailed receipt from the health provider identifying the claimant, date of service, amount of the service, and name of the service provider must accompany the

FR.

Any amount paid by another source must be shown on the bill. Pharmacy receipts must include the complete name of all drugs. Complete instructions for Medical FSA and HRA claim submissions are provided to the participants.

For a manual submission of a Dependent Care FSA, participants should submit a completed claim form together with receipt(s) for the expense(s) being claimed. Receipts must include the name and address of the care provider and must show the beginning and ending dates of the provided services. Also required are the name(s) and the age(s) of the IRS-eligible person(s) for whom the service(s) were provided. (For child dependents, their grade in school must also be included).

Complete instructions for Dependent Care FSA claim submission are provided to participants.

1.33	Describe the process and procedures in place to address a situation when a member does not submit the requested substantiation to have a claim reimbursed (e.g., claim is not reimbursed, account is locked/frozen, etc.?)
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Response:

When auto-substantiation is not possible (Ameriflex employs a variety of methods to automatically substantiate a high percentage of card transactions), a substantiation letter is mailed or emailed, requesting the itemized receipt or insurance Explanation of Benefits (EOB).

If the participant does not respond, a second letter will be mailed or emailed, requesting the itemized receipt or insurance EOB. If the participant submits paperwork that is insufficient or reveals that the claim is ineligible, a notification is mailed or emailed requesting additional documentation or reimbursement of the expense. If no response is given from the participant, the card is temporarily deactivated. These parameters follow IRS regulations.

If the participant's available balance is insufficient to fund a claim, the claim will be pended until the account balance is sufficient to allow reimbursement, at which point the claim is automatically reimbursed. If a submitted claim does not meet IRS requirements, it is denied.

The participant is then notified that the claim is not eligible for adjudication and why. If a portion of the transaction does meet IRS requirements, the eligible portion is adjudicated, paid and closed and the ineligible portion is denied. The participant is then notified what is needed to complete the process. Unique authorization codes are assigned to all transactions for tracking purposes.

1.34	If an account is locked/frozen due to lack of response to requests for substantiation, what is the process to notify the member of the account status? What is the process for unlocking the account?
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Response:

If the participant does not respond, a second letter will be mailed or emailed, requesting the itemized receipt or insurance EOB. If the participant submits paperwork that is insufficient or reveals that the claim is ineligible, a notification is mailed or emailed requesting additional documentation or reimbursement of the expense. If no response is given from the participant, the card is temporarily deactivated. These parameters follow IRS regulations. The participant is then notified that the claim is not eligible for adjudication and why. If a portion of the transaction does meet IRS requirements, the eligible portion is adjudicated, paid and closed and the ineligible portion is denied. The participant is then notified what is needed to complete the process. Unique authorization codes are assigned to all transactions for tracking purposes.

1.35	Describe the process for handling exceptions.
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Response:

Our master file records are checked with each incoming payroll deduction/reduction file. Comparative analysis identifies the accuracy of the actual incoming funds with the expected annual, projected contribution amount. Exceptions are rejected by the system and require reconciliation by an Account Specialist on our Deduction Management Team. Exceptions are reported to the client to ensure proper reconciliation of the discrepancies (for example, a Change in Status that has not yet been processed). Erroneous contributions are returned to the client as

upon as the error has been confirmed.	
1.36	Describe the claims adjudication process from submission of a health care FSA claim to reimbursement.
Response: Participants are required to adjudicate transactions if the merchant isn't capable of auto-adjudicating the transaction at the point of sale. Ameriflex will attempt to auto-substantiate the transaction using stored copays, stored recurring expense values, electronic data feeds, or IAS merchant systems. If a transaction isn't able to be auto-substantiated, the participant will be responsible for providing the necessary document(s) requested by Ameriflex.	
1.37	Describe the methods by which members are able to file claims (i.e. electronic, paper submission, etc.).
Response: Ameriflex can receive claims via postal mail, fax, online portal, email and mobile app.	
1.38	Describe the schedule for FSA reimbursements to the member.
Response: At Ameriflex, we have the fastest reimbursement process in the industry – we process claims 99% same day. In one use-case, we made funds available less than 10 seconds after claims were filed. Our claims processing is highly automates which results in near perfect financial and processing accuracy. Our proprietary online system is utilizes highly specialized analysis framework. Participants can also utilize the MyAmeriflex online portal and/or mobile app to view recent transactions, account balances, submit claims for reimbursement, and submit substantiation documentations, pay-a-provider and more.	
1.39	Describe minimum claim amount requirement for reimbursement.
Response: There is no minimum claim amount requirement for reimbursement at Ameriflex.	
1.40	Describe the methods of reimbursement of FSA claims that are available to the member (i.e. electronic deposit, paper check).
Response: We can initiate reimbursement via direct deposit or paper check.	
1.41	Describe the process for reimbursement of health care FSA contributions from terminated employees on COBRA?
Response: When the State reports a benefit termination (on the file feed, manually or via the client portal) Ameriflex will immediately turn-off access to the Debit Card. Participants are notified of balances on the account and are educated on how to submit manual claims if funds remain on their account with the plan year. Ameriflex will adhere to any termination reimbursement rules identified by the State.	
1.42	Describe performance standards with respect to:

- a. Adherence to implementation/annual enrollment timeline
- b. Readiness of claims adjudication and reimbursement and customer service systems
- c. Readiness of eligibility system
- d. Completion of plan documents

Response

Ameriflex will put ten percent (10%) of benefit plan fees at risk based on the following below:

- **Implementation:** There will be a 15 day business turnaround time on accurate group setup once complete plan information is received (4% Fees at risk).
- **Participant Services:** Average Answer time for participants in the call queue will be 60 seconds or less. The participant call center answer rate will be greater than 90%. 90% of participant emails will be responded to within 1 business day or less. (1% Fees at risk).
- **Files:** 100% of files will be processed within 3 business days. (1% Fees at risk).
- **Claims:** 95% of claims will be reimbursed within 5 business days - claims received by 8AM, Monday-Friday. (2% Fees at risk).
- **Systems:** The website (MyAmeriflex.com) will have a 95% accessibility rate. There will be a 98% system (Client and Participant portal) availability rate for inquiries. (2% Fees at risk).

Provide actual (achieved) performance measurements for an account size comparable to the State of Nebraska for 2017 and 2018 as well as the 2017 and 2018 performance standards targets for the claims office that will handle the State account.

1.43

Performance Measure	2017 Performance Targets	2017 Performance Actuals	2018 Performance Targets	2018 Performance Actuals	PG Measurement Utilized
Member Satisfaction Survey (% satisfied)	100	97	100	98	See Above
Reimbursement turnaround time (xx.xx% within xx business days) for a claim filed electronically	100 / 1	96.7 / 1	100 / 1	98.5 / 1	See Above
Reimbursement turnaround time (xx.xx% within xx business days) for a paper claim	100 / 1	93 / 1	100 / 1	94 / 1	See Above
Financial Accuracy ((percentage of all claims paid)	100	98.2	100	98.2	See Above
Payment Accuracy (percentage of all claims paid)	100	95	100	96	See Above
Customer Service	100	95	100	95	See Above
Telephone call response time (seconds)	00:13	00:12	00:13	00:11	See Above
First call resolution rate (percentage)	100	98	100	98	See Above
Closure time for open inquiries (number of days)	1-3	1-3	1-3	1-3	See Above

Response:

ELIGIBILITY AND DATA INTEGRATION

1.44 Describe the process for data integration with the State's eligibility systems.

Response:

Our proven ability to integrate with multiple partners and systems provides confidence to our clients that Ameriflex can handle even the most complex design and set up. Through the Ameriflex EDI (Electronic Data Interchange) process, clients transmit data files via SFTP (Secure File Transfer Protocol) demographic, enrollment, and (when applicable), periodic payroll funding data for their employees. We do not anticipate any issues and confirms that we are able to support secure data transfer using a protocol and file layout supported by any payroll system.

1.45 Describe the process for integration with the State's eligibility system.

Response:

Ameriflex offers multiple options for enrollment and eligibility data transmission to ensure timely and effective receipt of enrollee data and changes include secure file transfer, online enrollment and paper. Today, Ameriflex has hundreds of integration points from over 60 HRIS/payroll centers and numerous health plan carriers and benefit enrollment systems.

1.46 Describe the process for accepting electronic transfer of eligibility data in a format indicated by the State and acknowledgement receipt of the file.

Response:

Through the Ameriflex EDI (Electronic Data Interchange) process, clients transmit data files via SFTP (Secure File Transfer Protocol) demographic, enrollment, and (when applicable), periodic payroll funding data for their employees. We do not anticipate any issues and confirms that we are able to support secure data transfer using a protocol and file layout supported by any system.

1.47 Describe the process for eligibility updates to be made within 24 hours of receipt.

Response:

Change-in-status (CIS) processing is built into our platform. Employees must complete a Change-In-Status Request to properly document a Qualifying Event.

For changes, we review the account data in our system and then confirm with the employee that they understand the effective date of changes. We explain that there will be split periods of coverage for Health Care or Dependent Care reimbursement and that contributions-to-date will be subtracted from the new annualized amount and divided by the number of remaining deductions. For mid-year enrollments, we cover the same steps, except no split periods of coverage are necessary. The annual amount is then divided by the number of remaining deductions, resulting in the per-payroll deduction needed for the remainder of the Plan Year.

Critical data elements include Date of Departure, Returning Effective Date, Effective Payroll Date, Adjustment Date (payroll deduction commencement date).

1.48 Describe procedures in place to maintain eligibility records for all participants.

Response:

Ameriflex utilizes client-provided demographics/census/eligibility data files in verifying the eligibility of employees to participate in the program. The employee eligibility data file will be loaded into our system (if applicable), and the eligibility data file will be checked automatically upon attempted reimbursement to confirm that the employee is included in the eligibility file and any other codes contained in the employee's record necessary to completely confirm eligibility.

1.49	Describe procedures in place to maintain eligibility reconciliations between Contractor files and the State's eligibility files.
<p>Response:</p> <p>Ameriflex maintains accounting records on both the plan level, recording all fund transactions between the State and Ameriflex, and the employee level, recording transactions for each participant. We can conduct and send to client's quarterly reconciliation of accounts. Ameriflex conducts internal audits within the individual departments to validate controls, processes, system, and accuracy. We also provide monthly bank account reconciliation.</p>	
1.50	Members currently enroll in the flex plan of choice during an online Open Enrollment period prior to the beginning of each plan year. Describe procedures in place to electronically accept and process the file sent by the State annually, including but not limited to any conflict or error report to be sent back to the State for resolution.
<p>Response:</p> <p>Ameriflex can accommodate enrollment into the State's program in multiple ways, including online participant (web portal), paper enrollment (encrypted email, fax and U.S. mail), as well as mobile app enrollment. Participants who have selected to enroll into the State's program are automatically issued a MyAmeriflex participant account.</p> <p>Enrollment information and updates are compared to Ameriflex's system to determine whether or not there is already an existing record. This occurs regardless of whether Ameriflex is loading a data file or data-entering a paper-based enrollment election or Change in Status.</p> <p>For mid-year enrollments, we cover the same steps, except no split periods of coverage are necessary. The annual amount is then divided by the number of remaining deductions, resulting in the per-payroll deduction needed for the remainder of the Plan Year.</p> <p>Ameriflex maintains records at the employer/processing unit level, the individual employee level and the Plan level. Because we own our system, we are able to upgrade, make enhancements and provide problem resolution without the need to consult with outside vendors or ask for modifications permission as do other TPAs who do not own the rights to their systems.</p> <p>All incoming payroll data is reconciled prior to posting to individual participant records. Ameriflex Deduction Management Team is responsible for reconciling and posting the payroll deduction data received. System reconciliation occurs each time we have incoming data or paper records that must be entered into our system, be it eligibility data, payroll data or a new enrollment election. Ameriflex will reconcile each processable payroll deduction/reduction data file against its participant enrollment records (expected vs. actual) to identify additions, changes and omissions. An Exception Report is generated and remitted to the employer for review and resolution. Reconciled records will be posted to the individual tax-favored account(s), employee deduction history file and to the overall employer plan account, usually within one-two days of receipt.</p>	
1.51	Describe the procedures in place to electronically accept and process the weekly file sent by the State containing new hires, terms & life event changes, including but not limited to any conflict or error report to be sent back to the State for resolution.
<p>Response:</p> <p>For mid-year enrollments, we cover the same steps above, except no split periods of coverage are necessary. The annual amount is then divided by the number of remaining deductions, resulting in the per-payroll deduction needed for the remainder of the Plan Year. Change-in-status (CIS) processing is built into our platform. Employees must complete a Change-In-Status Request to properly document a Qualifying Event.</p> <p>In the event of a discrepancy, we initiate an immediate resolution and apply any change necessary to prevent reoccurrence of the issue. Ameriflex uses reports containing annual elections and payroll frequencies to identify discrepancies between the payroll center and the deductions expected. Based on the finding of this report comparison a discrepancy report is generated which includes the name of the file, processing date and the reason that the deduction could not be posted to the participant account.</p>	

Ameriflex relies on our clients to provide accurate information regarding their participants and accounts, e.g., correct names and addresses, correct coverages, etc. It is Ameriflex's responsibility to correctly apply each file and to identify and report all identified errors and warnings to our clients.

1.52 Describe the data feeds (ex. eligibility file) to the State's vendor partners as requested.

Response:

Ameriflex can accommodate file feeds received at any frequency requested by the State. If daily feeds are required, Ameriflex can accommodate and would need to understand character (full file, change file, etc.) and size to determine turnaround times. If an API or web services integration is desired for something more real-time, we can accommodate. We have engineered real-time updates to card balances.

REPORTING

1.53 Provide a sample of standard utilization and reimbursement reports for the FSA program.

Response:

We have enclosed a sample of standard utilization and reimbursement reports for the FSA program as an Exhibit for your review.

1.54 Describe the minimum standard reporting provided to the State on a monthly basis, to include but not limited to:

- a. Account Balance Detail Report: Each participant's election, claims paid, deposits, and available balance;
- b. Enrollment Report: Participants' annual elections; and
- c. Customer Service Report: Operational statistics for Member Services call center and the types of topics members call in to address.

Response:

Yes, all of the above (and more) are included at no cost.

1.55 Describe Ad Hoc Reporting Capability both online and paper formats.

Response:

Ad Hoc reported is also included at no cost via electric format.

1.56 Describe the reimbursement reports and documentation that will be emailed to the State on a daily basis, including but not limited to:

- a. The date the payments are processed and the plan year in which payments are processed;
- b. A separate dollar amount for the Health Care FSA and the Dependent Care FSA reimbursement account;
- c. An invoice number; and
- d. A remittance address.

Response:

Any reports that can be generated from our system can be created in PDF. We provide direct access to our system or retrieval through the web, these documents can then be exchanged through file transfer protocol (FTP), removable media or encrypted e-mails.

1.57 Describe the backup reports and documentation to support the daily reimbursement requests, including but not limited to:

- a. Employee name;
- b. SS#;
- c. Date of the reimbursement;
- d. Dollar amount of the reimbursement; and
- e. Whether the reimbursement was for the Health Care FSA or the Dependent Care FSA reimbursement account.

Response:

Periodic accounting and statistical reports are also available within our MyAmeriflex Client portal. We offer a robust reporting engine where a number of reports can be run on-demand. The system is available 24/7/365 and allows the user to query the data to be reported. The user-defined system allows the State to run reports that captures exactly the data elements it requires.

1.58

Describe the process for posting the FSA Fee Invoice and backup reports to an online portal for access by the State.

Response:

Our monthly administration fees are based on active Per Enrolled Employee. Ameriflex does not bill clients for any inactive benefit accounts; only active accounts. Ameriflex's proposed monthly PEPM administration fee is firm fixed. Per item 1.57, numbers reports can be run on-demand by the State.

IMPLEMENTATION AND COMMUNICATIONS

1.59

Provide an implementation plan detailing the implementation timeline with a July 1, 2020 effective date. At a minimum, the Implementation Project Plan must provide specific details on the following:

- a. Identification and timing of significant responsibilities and tasks
- b. Names, titles, and implementation experience of key implementation staff and time dedicated to the State during implementation
- c. Identification and timing of the State's responsibilities
- d. Transition requirements with the incumbent Contractors
- e. Staff assigned to attend and present (if required) at Open Enrollment
- f. Data and timing requirements from current Contractors to ensure transition of care and prior-authorization data is appropriately transferred

Response:

We have enclosed a detailed Implementation Plan as an Exhibit for your review.

1.60

Provide detailed information on communication to the members and how the contractor will collaborate with the State to design these materials. Provide sample communication and educational materials such as employee brochures, letters, posters, videos, etc.

Response:

We have enclosed a sample communication and education material as an Exhibit for your review.

1.61

Provide detailed information on how long it will take to print and distribute benefits literature.

Response:

We have the ability to expedite hard copy benefits literature for the State. Additional fees may apply.

1.62

Describe the level of support that will be provided in assisting members in understanding how FSAs work to increase utilization of the benefit.

Response:

Ameriflex will work with the State to design and produce education and enrollment materials such as e-learning,

payroll stuffers, pre-enrollment newsletters, enrollment booklets, and/or other items as determined necessary by the State including outreach and education for all Members to learn about the Program is developed in partnership with the State and Ameriflex's dedicated Marketing and Communication Liaison.

COBRA AND RETIREE BILLING ADMINISTRATION

1.63	Describe in detail what kinds of reports are available regarding COBRA and Retiree Billing administration, including the ability to customize reports.
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Response:

Our system has a robust reporting engine where clients can query enrollment data anytime. These reports can be exported Excel or PDF formats. Yes, the State will have the ability to customize reports with its dedicated Senior Account Manager.

1.64	Describe the process for members to pay monthly bills online and/or via credit card.
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Response:

Ameriflex will supply coupon booklets for employees and qualified beneficiaries who elect COBRA coverage at no charge. COBRA Participants can remit premiums by check (U.S. Mail or ACH) or credit card (online portal only – Mastercard or Visa). American Express is not an accepted credit card option. There is a fee of \$20.00 per transaction for online payments; however, ACH is 100% free. The payment grace period is defined in the Specific Rights Letter and in the enrollment confirmation letter. There is no additional notice for pending payments. Once the payment grace period has ended, our system will generate a COBRA termination letter.

1.65	Describe the process applied to members for non-payment.
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Response:

A late payment reminder is automatically generated each month if a payment is not received. It is mailed within the first 10 days of each month. Once the payment grace period has ended, our system will generate a COBRA termination letter. After the 30 day non-payment notice and grace period, Ameriflex will notify the carrier to terminate coverage.

1.66	Describe the process for sending members delinquent letters, including the timing for said letters.
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Response:

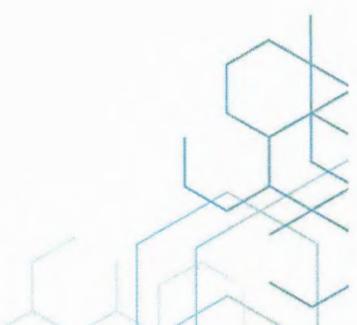
If the employer submits an EDI file, or enters a qualifying event through our online portal, all required COBRA letters are placed in to the mail stream the following business day. Once a participant makes a complete COBRA election with initial payment, Ameriflex will reflect a status of "elected" immediately, and will send enrollment notices the following business day. A late payment reminder is automatically generated each month if a payment is not received. It is mailed within the first 10 days of each month. Once the payment grace period has ended, our system will generate a COBRA termination letter.

1.67	Describe the process if a member makes a payment for the current month and the two months following, how the payment will be reflected on the report as each month paid goes by.
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Response:

Participants can multiple monthly premiums via online portal, over the phone or U.S. mail via check or money order. Participants can also sign up for automatic monthly payments through EFT. On the remittance report, the overpayment will show the total amount paid made.

Section 5





SECTION 5: COST PROPOSAL

We have enclosed our cost proposal in a separate submission for review.

Exhibits



Ex.



● EXHIBITS

1. Addendums (acknowledged)
2. Two (2) Year Financials (**CONFIDENTIAL** - omitted from redacted copy)
3. Similar Past Projects/References
4. Key Personnel Resumes
5. Sample Utilization Report
6. Implementation Schedule
7. Sample Communications
8. Evidence of Insurance



EXHIBIT



Addendums

(acknowledged)

ADDENDUM ONE REVISED SCHEDULE OF EVENTS

Date: November 04, 2019

To: All Bidders

From: Julie Schiltz/Connie Heinrichs, Buyers
AS Materiel Purchasing

RE: Addendum for RFP Number 6171 Z1 opening November 14, 2019 at 2:00 p.m. Central

REVISED Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY	DATE/TIME
1. State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	November 05, 2019
2. Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	November 14, 2019 2:00 PM Central Time
3. Review for conformance to solicitation requirements	November 14, 2019
4. Evaluation period	November 15, 2019 through November 27, 2019
5. "Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
6. Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	November 27, 2019
7. Contract finalization period	November 27, 2019 through December 19, 2019
8. Contract award	December 20, 2019
9. Contractor start date	July 1, 2020

Ameriflex acknowledges receipt and understanding of this Addendum.

ADDENDUM TWO, QUESTIONS and ANSWERS

Date: November 5, 2019

To: All Bidders

From: Julie Schiltz/Connie Heinrichs, Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number RFP 6171 Z1 to be opened November 14, 2019,
at 2:00 P.M. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	II (intro paragrapgh)	8	Our standard services contract covers many of the processes and procedures that are part of our standard administration. Should it also be included with our proposal so that parts of our contract can be incorporated into the final contract if we are selected as the awarded bidder?	The bidder should provide a response to the RFP that meets the RFP requirements. Responses that fail to meet the RFP requirements may be considered unresponsive.
2.	II (O)	13	Regarding the performance bond, the suggested amount is more than the combined fees for all services for the year. Can this amount be negotiated? Performance bonds are typically not part of our industry's services as we deal in services and not any material goods.	The Performance Bond will remain as written.
3.	V (B)	27	Will the State consider the \$500 carryover option for the new plan year eff. 7/1/2020?	No, the State will not consider the \$500 carryover option.
4.	V (B)	27	How many payrolls are run through the State for the purpose of FSA payroll deduction reporting?	24 Bi-weekly payrolls and 12 monthly payrolls
5.	V (B)	27	Is there any kind of deposit held by the current vendor for the FSA plan? Either for the debit card or for the funding method used.	No
6.	V (C)	27	Can you give us an idea of how many benefit fairs the State would hold for the FSA plan? Maybe the	All Contractors re required to participate in a One day Benefits update meeting for all HR partners in April. (Two

			number from the last OE period.	Sessions in one day)
7.	V (E)	30	It indicates that the premiums are sent to the contractor and the 2% premium is retained by the State. Are COBRA QBs and retirees sending all amounts to the contractor and the contractor is remitting the 2% to State or is billing handled directly by the State? If COBRA payments are not sent to the contractor in their entirety, is the State open to this arrangement?	All participant billing is processed by the contractor. All premiums and the 2% are remitted by participants to the contractor. The premiums and 2% are then remitted to the State. The State in turn submits the premiums to the Contractor and retains the 2%.
8.	V (E)	30	Can you please confirm that the 2% fee is retained by the State? This is not usual for our industry? Is the State open to the contractor retaining the 2% admin fee for a reduced admin cost for the COBRA services?	The 2% fee is retained by the State. No, the State is not open to the Contractor retaining the 2% administration fee.
9.	Cost Proposal		The cost proposal states that fees should be proposed on a peepm basis. Is the State open to a more traditional cost structure where the FSA administration is proposed on a per participant per month basis and the COBRA is on a PEEPM basis? Are the current fees on a PEEPM basis all-inclusive of all services?	No. Current fees for COBRA/Retirees are on a Per Eligible Employee Per Month basis and FSA fees are on a Per Member Per Month basis. The fees for both are all-inclusive of all services.
10.			Is there any type of vendor questionnaire the State would like the proposer to complete?	No, there is not a vendor questionnaire however Attachment A should be submitted with the Bidders response.
11.			Are there any current performance guarantees in place with the incumbent vendor? If so, has the incumbent ever failed to meet one of the guarantees?	This question is out of scope for solicitation 6171 Z1.
12.			Does the current vendor attend any of the State's benefit fairs and/or enrollment meetings?	This question is out of scope for solicitation 6171 Z1.
13.			In the event of a TPA change for the plan year eff. 7/1/2020, will the incumbent handle the 90-day claims run-out period for the plan year ending on 6/30/2019?	Yes
14.			Does the current vendor remit the COBRA premiums back to the State with an accounting or do they pay the carriers directly?	This question is out of scope for solicitation 6171 Z1.

15.			Does the current vendor receive any claims file feeds from the State's insurance carriers?	This question is out of scope for solicitation 6171 Z1.
16.			Are there any specific areas for improvement or innovation that the State is looking for?	Bidder should submit a response that best meets the requirements of the RFP.
17.			Would the State be interested in considering a switch in HSA TPAs as well if there are any efficiencies created between having both HSA/FSA through one provider?	This question is out of scope for solicitation 6171 Z1.
18.			Is there a scoring rubric or matrix that the State can share showing how the technical and cost proposal components are weighted?	Evaluation criteria was released with the RFP and is available on the Materiel website.
19.			Are we able to outsource and aspects of our customer service call center through an offshore location or does the State require all services be performed within the US?	Per Attachment A # 1.28, Contractor will not render or administer services offshore, and all work performed will be in the contiguous United States.
20.			Can the State confirm that State registration is required for corporations domiciled outside the State of Nebraska upon award of the contract?	Yes, Per Section I. Procurement Procedure E. Secretary of State. All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. This must be accomplished prior to execution of the contract.
21.			Why has the State decided to bid these services at this time (fees, service issues, standard due diligence, etc.)? a. Are there service level concerns with the current administrator? b. If no service issues, what would be the catalyst for State to change administrators?	Current contract expires 6/30/2020. a) This question is out of scope for solicitation 6171 Z1. b) Current contract expires 6/30/2020.
22.			How long has the current administrator provided services to the State? Who is the current administrator?	http://das.nebraska.gov/materiel/purchasing/contracts/pdfs/56047(o4)ren(4)awd.pdf
23.			Is the State satisfied with the level of FSA and DCAP participation?	This question is out of scope for solicitation 6171 Z1.
24.			What is the current administrative fee for the benefits which the State is seeking (i.e. FSA, COBRA, Retiree	http://das.nebraska.gov/materiel/purchasing/contracts/pdfs/56047(o4)ren(4)awd.pdf

			Benefits? Does the State cover the cost of these benefits or do participants pay the fee?	
25.			Does the State work with a benefits consultant or broker? If so, who (name, company).	http://das.nebraska.gov/materiel/purchasing/contracts/pdfs/73507(o4)ren(1)awd.pdf
26.			Please provide the current sponsored health carriers and dental and vision carriers?	Medical: UnitedHealthcare Dental: Ameritas Vision: EyeMed
27.			Who is your benefit administration platform provider and payroll vendor? Does the State anticipate any changes to these platforms or replacement of current systems?	Workday is the HR system of Record and OE platform and JD Edwards, Enterprise One for payroll. No changes are anticipated at this time.
28.			Can the State provide an overview of the key organizational and benefit account priorities in 2020 and 2021, as well as, long term strategies to attract and retain key talent in an increasingly competitive labor market?	This question is out of scope for solicitation 6171 Z1.
29.			What was the average FSA (health care and dependent care) program contribution election amounts for the last plan year?	Average contribution amount for Medical FSA as of 7/1/19 was \$1410.00. The average contribution Dependent FSA as of 7/1/19 was \$3586.00.
30.			Are any communication/marketing materials being mailed directly to participant homes? If so, what is the quantity? Is this collateral being mailed to all eligible employees or current participants?	Yes, All new hires receive the COBRA General Rights notice. There were approximately 3700 mailed out in the last year. The State mails out OE materials to enrolled COBRA/Retiree participants.
31.			Is there any requirement for marketing material to be mailed? What was the quantity and number of locations for the most recent plan year? Can material be emailed or otherwise posted on the website?	No there is not a requirement to mail marketing material. The State needs clarification concerning "quantity and number of locations for the most recent plan year." (See response to question # 6) No, material cannot be emailed or otherwise posted to the website.
32.			What is the expectation / projections for increased participation? Has enrollment been relatively flat	The State has no known projection for increased participation.

			the past two plan years?	<p>2019 Medical Flex enrollment:3533 Dep. Care Flex: 432</p> <p>2018 Medical Flex enrollment:3629 Dep. Care Flex: 421</p>
33.			<p>What was the forfeiture information such as;</p> <p>a) The total number of participants who forfeited money in the last plan year for health care FSAs?</p> <p>b) The total amount of forfeited money for the last plan year for health care FSAs?</p> <p>c) The total number of participants who forfeited money in the last plan year for Dependent Care FSAs?</p> <p>d) The total amount of forfeited money for the last plan year for dependent care FSAs?</p>	<p>All forfeited funds are retained by the State.</p> <p>A) 1778</p> <p>B) \$115,685.91</p> <p>C) 124</p> <p>D) \$22,136.45</p>
34.			What amenities or service features do you like the most about the current FSA, COBRA and Retiree plan administrator?	Bidder should submit a response that best meets the requirements of the RFP.
35.			Does the state have new technological objectives for administration of these services?	Bidder should submit a response that best meets the requirements of the RFP.
36.			Are there particular features or processes the State is seeking in the chosen vendor?	Bidder should submit a response that best meets the requirements of the RFP.
37.			Will the incumbent TPA handle the claims run-out administration for the final plan year of the contract?	See response to question # 13.
38.			Would the State entertain using a different field than Social Security number which is requested as part of the weekly backup support for the Flexible Spending reimbursement request which is listed on page 25 under section IV. Payment, Item C Invoices?	No, the State uses the Social Security number as the unique identifier.
39.			What is the current administrator's claims processing turnaround time for FSA and DCAP services?	Bidder should submit a response that best meets the requirements of the RFP.

40.			Approximately what percentage of your employee base has access to email?	Most employees have access to email however employee usage cannot be verified.
41.			How important is it to for the State to have a solution that offers a single debit card for all the account with an online portal and mobile app that provides full account functionality for participants?	Refer to Section V. Project Description and Scope of Work B. Flexible Spending Accounts Project Environment ... Flex card is for medical related and pharmacy spending. Dependent care can only be submitted through receipt reimbursement process....
42.			Can the State provide the sample file formats for the Workday System used for enrollment purposes?	This will be provided to the awarded bidder.
43.			Does the current service provider provide claims integration?	Bidder should submit a response that best meets the requirements of the RFP.
44.			Will the State provide additional supporting documentation which clarifies what the Nondiscrimination Testing Management Report entails?	No the State will not be providing additional documentation. The TPA provides the questions to the State of Nebraska. The State will then gather the data to complete the testing.
45.			Can the state elaborate on the expectation to Provide guidance and written documentation within thirty (30) days upon request, on the PPACA and any future issues as related to health care reform, including but not limited to data comparison, analytics, strategic development, timelines, compliance, impact studies and implementation as those issues pertain to the State's experience.	The contractor will provide information about Federal regulations, changes and updates concerning FSA's and COBRA/Retiree plans.
46.			Will the State furnish a sample of the current annual score card used by the State to assess the Contractor's performance?	No
47.			Can the State provide information regarding any service provider expectations involved with annual open enrollment meetings held in April, including the format the State might utilize as part of this process. How many days and locations will the new service provider be expected to attend?	See response to question # 6.

48.			Will the State provide the current performance guarantees established with the current provider?	Bidder should submit a response that best meets the requirements of the RFP.
49.			Has the current administrator paid penalties for failing to meet performance guaranteed? Is so, where did they call short?	Bidder should submit a response that best meets the requirements of the RFP.
50.			Can the State confirm the annual quantity of printed materials needed for FSA, COBRA, as well as, the annual OE meetings with HR across the State?	FSA materials are needed for approximately 750 individuals/40 locations across the state.
51.			Can the State confirm there is no restriction in allowing dependent care participants to utilize the provided debit card for both qualified healthcare and dependent care expense?	See response to question number 41.
52.			Is the State open to an alternative Account Executive support model which does not include an executive located in Nebraska? Can the State confirm the current service provider meets this service requirement?	No, the State is not interested in an alternative Account Executive support model. Bidder should submit a response that best meets the requirements of the RFP.
53.			In assessing a new partner to provide the FSA, COBRA and Retiree services to the State, can you please rate on a scale of 1-10, the importance of the following in a new partner; a) Single, integrated solution to deliver all accounts with a single card to access all benefit dollars? b) Enhanced features/functionality that is not available with your current solution? c) Client portal to manage enrollment, transactions, funding, etc. d) Mobile and Online application that links all accounts and shows a dashboard of accounts, balances, transactions, etc.	The requirements of this RFP can be found in Section V. The evaluation criteria was released with the RFP and is available on the Materiel website.
54.			Please confirm the State will retain the 2% COBRA administrative fee.	See response to question # 7.

55.			Can the State provide copies of its communication and education collateral material used as part of its current COBRA program?	No
56.			How does the State pay for COBRA fee today? Is the State open to a "per eligible per month" fee?	Current COBRA fee is based on a per eligible employee per month basis. However per solicitation 6171 Z1 the State is requiring Monthly Administrative Fee (Per Eligible Employee Per Month) for FSA, COBRA and Retiree Billing Combined.
57.			Can the State provide additional clarification on Item E page 3 "SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)" "All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements." Please confirm that if bidder is in the process of registration, the bidder can submit a response to this proposal and this will not negatively impact scoring or potential for award.	See response to question # 20.
58.			Can the State provide additional clarification on Item E page 3 "SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)" "All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements." Please confirm that if bidder is in the process of registration, the bidder can submit a response to this proposal and this will not negatively impact scoring or potential for award.	See response to question # 20.
59.	I.H.	3	Can you confirm if the State would want an electronic copy of the proposal on a jump drive? Or is only one hard copy needed?	Refer to Section I. Procurement Procedure, H. Submission of Proposals for Proposal submission requirements and instructions.
60.	III.G.	21	The liability and cyber insurance amounts requested are higher than	The insurance requirements remain as written.

			what are commercially available to our firm. Will the State accept limits that our firm can obtain?	
61.	Attachment A, 1.31	11	Since IRS regulations require all expenses be substantiated, can you clarify this question?	This question is in reference to pre-programmed co-pays or purchases made using the FSA card on eligible purchases, however due to automatic substantiation at the point of sale, the member is not required to submit additional documentation.
62.	Cost Proposal	1	Since the participant population is unique to each program, will the State consider separate pricing for each product?	No
63.	V – Project Description and Scope of Work – A. Project Overview	Page 27	The State states “this RFP requires a single administrator for all parts of the request, including FSA(Medical and Dependent Care) along with COBRA and Retiree Administration related services.” With that will the state consider a solution offered by one provider through a partnership agreement that helps each organization have a specialty and expertise in their solution?	The State will be contracting with a Single Administrator however the Contractor may utilize Subcontractors.
64.	2019-20COBRARETI REE - Address & Phone Number Changes	pg. 2	Post termination, will the State of Nebraska continue to pass indicative data updates on the HRIS file to the COBRA/retiree administrator, or are you seeking the provider to be the system of record with integration back to the HRIS system?	Once the employee terminates we pass the information to the Administrator of the plan and they become the system of record.
65.	2019-20COBRARETI REE - Early Retiree Insurance Program	N/A	Is support requested for the determination of retirement eligibility? If no, please confirm the benefits administrator will receive a change in employment status via the HRIS file indicating transition from active to retiree. If yes, please provide a summary of the data elements to be included on the HRIS file in support of the calculation as well as an example calculation (age and service, rounded/unrounded, etc.).	No, The State Benefits System reports to the current vendor who is eligible for the Retiree Insurance Program on the weekly file. Confirmed, the Benefits Administrator will receive a change in employment status via the HRIS file indicating transition from active to retiree. Data elements include between the ages of 55-64 and paying into a State Retirement
66.	2019-20COBRARETI	pg. 2	Please confirm the number of carrier interfaces requested (eligibility file to	There are three (3) carrier interfaces. Eligibility files are sent to Medical,

	REE - Basic & Voluntary Life		<p>medical, dental and/or vision carrier, port/convert file to life insurance provider, etc.).</p> <p>In addition, are any single sign-on integrations requested?</p>	<p>dental and vision, and FSA carrier.</p> <p>No, single sign-on integrations are not requested.</p>
67.	2019-20COBRARETI REE - Early Retiree Insurance Program	pg. 2	<p>It is noted that retirees \geq age 65 lose eligibility for benefits and COBRA offered. Confirm if this applies to medical, dental, vision, and FSA.</p> <p>If medical, we understand the provisions for dependents <65; however, does the State of Nebraska allow for retiree COBRA enrollment?</p> <p>Does the State of Nebraska perform any validation of a retiree's enrollment in Medicare Parts A and Part B (i.e., ineligible for COBRA)?</p> <p>Please describe how this consideration is addressed current state.</p>	<p>Confirmed – Retirees 65 and older are offered 18 months of COBRA for Medical, Dental, Vision, EAP and FSA (if applicable)</p> <p>Retirees 55-64 are offered continuation through the State of Nebraska Retiree Insurance Program for Medical, Dental, vision, EAP and FSA (if applicable)</p> <p>The Current Vendor pre-populates an end date of benefits for Retirees 55-64 for when they become Medicare eligible.</p>
68.	2019-20OptionsGuide--FSA - Direct Primary Care Monthly Premiums and Membership Fees	pg. 41	<p>Please describe how enrollment in the Direct Primary Care (DPC) program is administered today. How are membership fees collected?</p>	<p>DPC is administered through the Medical provider.</p> <p>The State will pay the provider the membership fees as with all other plans.</p>
69.	2019-20OptionsGuide--FSA - What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?	pg. 46	<p>If an individual enrolls in a Medicare drug plan, are benefits through the State of Nebraska impacted? If yes, please describe the points of integration for determining Medicare drug plan enrollment and subsequent process to update benefits through the State of Nebraska.</p>	<p>No, the benefits through the State are not impacted.</p>
70.	FSA, COBRA, Retiree RFP - State Patrol Lifer Retiree	pg. 37	<p>Do the State Patrol Lifer Retirees receive the same medical/Rx benefits as all other retirees? If no, please describe the benefits offered.</p> <p>Are there any changes to the benefits offered upon attainment of age 65 (e.g., Medicare Supplement, Medicare Advantage plan, Commercial or EGWP Rx)?</p>	<p>Yes, State Patrol Lifers are offered the same plans.</p> <p>The State Patrol Lifers are only allowed to stay on Medical/Rx coverage past age 65, their other benefits i.e. dental, and vision end when they turn 65.</p>
71.	FSA, COBRA, Retiree RFP - E. COBRA and Retiree	pg. 38	<p>Is the State of Nebraska open to leveraging the service provider for direct billing services (i.e., COBRA</p>	<p>No</p>

	requirements, 2		plan participant/retiree pays the administrator rather than the State).	
72.	FSA, COBRA, Retiree RFP - E. COBRA and Retiree Requirements:, 7. Comply with the following eligibility process	pg. 38	Is the State of Nebraska open to best practice discussions/alternative approaches to the enrollment process (e.g., an arrangement where the COBRA/retiree benefits administrator provides support for enrollment via electronic means and therefore is the system of record for election data)?	The bidder should provide a response to the RFP that meets the RFP requirements. Responses that fail to meet the RFP requirements may be considered unresponsive.
73.	FSA, COBRA, Retiree RFP - E. COBRA and Retiree Requirements, 8	pg. 38	Please clarify the "services" to be provided to "all present active employees enrolled on the program effective date." Does this refer to providing an enrollment opportunity at the time of retirement or other (if the latter, describe).	Reference the RFP, Section V. Project Description and Scope of Work, D. COBRA and Retiree Project Environment, for "Services" to be provided. These services will be provided to any participants who are currently enrolled in COBRA and the Early Retiree program. These services will also be provided to any Active State employee and their dependents who become COBRA eligible or retiree from the State.
74.	FSA, COBRA, Retiree RFP - E. COBRA and Retiree Requirements, 9	pg. 38	Please provide additional detail for the reporting support requested as well as clarification for the specific disclosure requirements for which support is requested.	The State is answering the question which is in Section V.E.10. Reports include enrollment, claims funding of FSA accounts, number of claims processed, forfeiture reports, etc. Disclosure requirements include notices to employees such as COBRA General Notices, COBRA Election Notices, etc. This also includes assistance with W2 reporting of the Health FSA value for the plan year in excess of employee's salary reductions for all qualified benefits, when applicable, as required by the IRS.
75.	General	N/A	Why is the State of Nebraska going out to bid (looking for expanded capabilities, contract expiring, etc.)?	See response to question # 21.
76.	General	N/A	How many agency-specific health fairs does the State of Nebraska have each year? How many agency-specific health fairs has ASI supported in the last 3 years?	See response to question # 6.
77.	FSA, COBRA, Retiree RFP - C. Flexible Spending Account	p. 28	How many printed materials will be needed? How many SPDs will be needed?	See response to question # 50 Electronic link to SPD is appropriate.

	Requirements, 3 & 4			
78.	FSA, COBRA, Retiree RFP - C. Flexible Spending Account Requirements, 12b; E. COBRA and Retiree Requirements, 15b	p. 28; p. 31	Is the requirement that the Account Executive be located in Nebraska open for discussion?	See response to question # 52.
79.	FSA, COBRA, Retiree RFP - C. Flexible Spending Account Requirements, 14; E. COBRA and Retiree Requirements, 17	p. 28; p. 31	Can we assume the 2-hour turnaround return call request is within normal, 8 am-5 pm CT business hours?	Yes
80.	FSA, COBRA, Retiree RFP - C. Flexible Spending Account Requirements, 12; E. COBRA and Retiree Requirements, 15	p. 28; p. 30	What is the State of Nebraska's definition of "dedicated" as it relates to staff assigned to your account?	The State defines dedicated as Contractor's staff members who are solely assigned to perform services in furtherance of this Contract, which means the Contractor does not assign them to work for any other client or customer.
81.	FSA, COBRA, Retiree RFP - C. Flexible Spending Account Requirements, 8; E. COBRA and Retiree Requirements, 11	p. 28; p. 30	For healthcare reform updates provided within 30 days, do you mean those related to FSA, COBRA, Retiree, or any healthcare reform updates?	Related to FSA, COBRA and Retiree.
82.	6171 Z1 cost proposal - FSA, 8	N/A	Within the Cost Proposal, what is the State of Nebraska looking for when referencing Management Reports?	State of Nebraska requires access to the following reports: Weekly reports which backup the daily claims reimbursement requests; Monthly Admin fee invoice and the report that backs up that invoice; Enrollment report that lists enrollment, contribution and reimbursement detail.
83.	6171 Z1 cost proposal - FSA, 11	N/A	Within the Cost Proposal, what items are currently provided as part of the Enrollment Kits?	A Welcome letter and Debit card for members is part of the Enrollment Kits.
84.	General	N/A	What does the dependent verification process look like for retirees adding new dependents?	The dependent verification process is the same process as for any other current employee.

85.	General	N/A	Is an SSO connection needed so retirees can log in via an internal company intranet?	No
86.	General	N/A	Is data available to understand how many new retirements are expected to occur in the next 1-3 years?	Expected new retirements in the next 1-3 years is unknown at this time. The last plan year had 446 new retirements.
87.	FSA, COBRA, Retiree RFP - C. Flexible Spending Account Requirements, 15; E. COBRA and Retiree Requirements, 18	p. 28; p. 31	Please provide additional details around the request for us to "Provide data feeds (ex. Eligibility file) to the State's contractors such as Medical/Rx contractors, as requested."	Contractor must notify each of the State's contractors for COBRA/Retiree enrollments, changes and terminations.
88.	General	N/A	Is the State of Nebraska substantiating and reimbursing claims using carrier files?	No, This is the responsibility of the TPA.
89.	General	N/A	How important is mobile technology to the State of Nebraska's participants?	Bidder should submit a response that best meets the requirements of the RFP.
90.	General	N/A	Does the State of Nebraska have any specific language requirements?	The State is not clear on the question. English and 508 compliant for visually impaired population.
91.	General	N/A	How does the State of Nebraska send payroll and eligibility information today?	The State of Nebraska sends payroll and eligibility information within the integration file.
92.	General	N/A	What types of campaigns has the State of Nebraska done to increase participation in your FSA plans?	See response to question # 6. No additional "campaigns" have been done.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

Ameriflex acknowledges receipt and understanding of this Addendum.



Two (2) Year Financials

(CONFIDENTIAL)

EXHIBIT



Bank Reference



1/31/12

Re: AmeriFlex Credit Reference

To Whom It May Concern:

Please accept this letter as a bank reference for AmeriFlex. They have been a client since December, 2008 and have always maintained their accounts professionally. They maintain substantial balances (well into the seven-figures), and utilize the latest treasury management tools to monitor funds and ensure their safety. Moreover, AmeriFlex continues to be an innovator and leader in the consumer-driven benefits industry. UMB is very pleased to have a relationship with them and we support their bid to be your service provider.

Please contact me with any further questions.

Sincerely,

A handwritten signature in cursive script that reads "Justin Ragner".

Justin Ragner, CTP

Vice President, Treasury Management

UMB Bank

UMB Bank, n.a.

1010 Grand Boulevard
Kansas City, Missouri 64106

816.860.7000

umb.com

Member FDIC

EXHIBIT



Similar Past Project

(References)

CAPABILITY STATEMENT



COMPANY OVERVIEW

Interflex Payments LLC dba Ameriflex, Inc. is a full service as Third Party Administrator (TPA) of benefits headquartered in Carrollton, TX servicing clients from coast to coast including Alaska. We are one of the nation's largest independent administrators of consumer-driven health plans. Founded in 1998, we provide a variety of human capital management, benefits administration and consumer directed health care services to employers with a level of attention and sophistication unmatched by other providers. We help clients save time and money through our convenient, cost effective solutions in healthcare payments, HR, and compliance. We are recognized within the industry for award-winning service and technologically savvy innovations.

What sets us apart from competitors?

- We put people first
- We make benefits easier

CORE COMPETENCIES

INDUSTRY-LEADING, CONSUMER-DRIVEN HEALTH CARE (CDHC) TECHNOLOGY

- Pioneers in the use of health care debit card technology
- Award-winning FSA/HRA/HSA/CRA plan administration supported by our single platform debit card
- Carrier integration that enables automatic substantiation and reimbursement
- To participants without the need to submit a claim.

WORKFORCE MANAGEMENT

- Web-based, customizable payroll services
- Full-spectrum HR tools and capabilities, including open enrollment for benefits, recruitment, job management, compliance, compensation, and performance management
- Time & Labor management solutions, including custom analytics, manager and employee self-service features, and innovative mobile app

COMPLIANCE SERVICES

- Electronic Premium Only Plans (ePOP+): Instantly obtain POP documents through our online portal; revised or duplicate documents emailed within 24 hours
- Online discrimination testing portal, Form 5500 filing service, "wrap" documents, and additional ERISA compliance services
- Robust, web-based platform for COBRA and Special Plan Billing

SERVICE & SUPPORT

- All clients, regardless of group size, are assigned a dedicated Account Manager supported by a trained service team
- A variety of user-friendly, self-service tools, including: portals, mobile app, interactive voice response (IVR), live chat, and web-based proposal generators.

QUICK FACTS

NAICS Code
524292 (primary)

Classification
Large Business (Non-Minority)

Cage Code
8D6A8

DUNS
03-519-4878

Service Offerings

Benefit Programs

- Flexible Spending Account
- Health Savings Account
- Health Reimbursement Account
- Commuter Reimbursement Account
- Dependent Care Account

Compliance Services

- Plan Document Services
- Discrimination Testing
- ERISA Concierge

Continuation Services

- COBRA Administration
- Retiree Billing
- Premium Pay Services

Past Performance

- Adler University, IL
- City of North Wildwood, NJ
- City of Toledo, OH
- CME Federal Credit Union, OH
- Colorado West Healthcare Systems, CO
- Comal County, TX
- Council for Affordable Quality Healthcare, DC
- Gates County Government, NC
- InclusivCare, LA
- Lenoir County Government, NC
- Mecklenburg County, NC
- Miami-Dade College, MD
- Oak Creek Energy, CA
- St. Johns County School District, FL
- Vietnam Veterans of America, MD
- Wake County Public School System, NC

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kburgess@myameriflex.com

REFERENCES

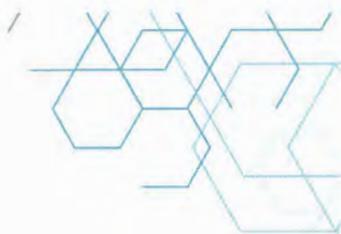


Name	Address	Dates	Description
<p>School District of Philadelphia</p> <p>* Paul Billbrough Plan Administrator 215.400.6287 pbillbrough@philasd.org</p>	<p>440 N. Broad Street Philadelphia, PA 19130</p>	<p>Since 2005 - Current</p>	<p>Ameriflex provides FSA, DCA, CRA and Commuter Transit benefit administration services (EE 19K). Administrative services include; Recordkeeping and Processing Controls, Adjudication and Customer Service, Reimbursement/Claims Administration, Enrollment Information & Education, Payroll Processing, Maintenance & Data Collection, Debit Card Administration, Plan Design and Compliance.</p>
<p>City of Toledo, OH</p> <p>* Carry Arnold Plan Administrator 419.245.1507 pbillbrough@philasd.org</p>	<p>1 Government Center, Suite 1920 Toledo, OH 43604</p>	<p>Since 2010 - Current</p>	<p>Ameriflex provides FSA, DCA, CRA and Commuter Transit benefit administration services (EE 3K). Administrative services include; Recordkeeping and Processing Controls, Adjudication and Customer Service, Reimbursement/Claims Administration, Enrollment Information & Education, Payroll Processing, Maintenance & Data Collection, Debit Card Administration, Plan Design and Compliance.</p>
<p>Wake County School District</p> <p>* Chad Hively Plan Administrator 919.533.7113 chively@wcpss.net</p>	<p>5625 Dillard Drive Cary, NC 27518</p>	<p>Since 2010 - Current</p>	<p>Ameriflex provides FSA, DCA, Section 125, and COBRA benefit administration services (EE 21K). Administrative services include; Recordkeeping and Processing Controls, Adjudication and Customer Service, Reimbursement/Claims Administration, Enrollment Information & Education, Payroll Processing, Maintenance & Data Collection, Debit Card Administration, Plan Design and Compliance.</p>
<p>City of Baton Rouge, LA Parish of East Baton Rouge</p> <p>* Beverly Procell Plan Administrator 225.389.3134 bprocell@brgov.com</p>	<p>P.O. Box 1471 Baton Rouge, LA 70821</p>	<p>Since 2016 - Current</p>	<p>Ameriflex provides FSA, DCA, and Section 125 benefit administration services (EE 4K). Administrative services include; Recordkeeping and Processing Controls, Adjudication and Customer Service, Reimbursement/Claims Administration, Enrollment Information & Education, Payroll Processing, Maintenance & Data Collection, Debit Card Administration, Plan Design and Compliance.</p>
<p>Winston-Salem/Forsyth County School Districts</p> <p>* Susan Poston Plan Administrator 336.727.2822 shposton@wsfcs.k12.nc.us</p>	<p>4897 Lansing Drive Winston-Salem, NC 27518</p>	<p>Since 2009 - Current</p>	<p>Ameriflex provides FSA, DCA, Section 125, and COBRA benefit administration services (EE 7K). Administrative services include; Recordkeeping and Processing Controls, Adjudication and Customer Service, Reimbursement/Claims Administration, Enrollment Information & Education, Payroll Processing, Maintenance & Data Collection, Debit Card Administration, Plan Design and Compliance.</p>

EXHIBIT



Key Personnel Resumes



RESUME PROFILE

Sarah Viana

Senior Account Manager

sviana@myameriflex.com

EDUCATION

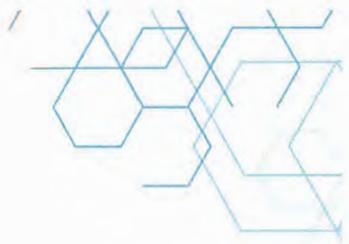
Meeting & Event Planning;
Penn Foster Career School –
NJ

EXPERTISE

Sarah is a Senior Account Manager at Ameriflex. She joined in August 2015 as a junior client experience specialist. In 2016, she was promoted to client experience specialist where she successfully managed three different Ameriflex platforms. In October 2017, she became a senior client experience specialist. Due to her knowledge, proactive management style, and attention to detail, she was promoted to Senior Account Manager in 2019 overseeing one of our most complex accounts.

Sarah ensures client and customer satisfaction, and is also qualified to assist in the development of plan designs. She works collectively with our service and compliance teams monitoring compliance with performance standards and guarantees. She serves clients from setup/issue resolution, setup and enrollment, claims processing and research, training and education, and to various ad-hoc requests. She also coordinates consulting for service enhancements, resolution of client concerns and communicates trends and legislative mandates.

Her excellence has been recognized many times as multi-year recipient of employee recognition awards.



RESUME PROFILE

Zachariah Stahre

Senior Account Manager

zstahre@myameriflex.com

EDUCATION

A.S., Business Management
and Accounting; Rowan
University - NJ

EXPERTISE

Zach's education centered in business Accounting and Business. He has served Ameriflex since 2016 and is responsible for overall functional operations of the COBRA and Retiree benefits premium billing and accounting administration.

Zach is responsible for the overall functional operations of the COBRA and Retiree benefits premium billing and accounting administration. She continuously searches for new ways to be more efficient with the flow of information between systems. Zach previously served as a Client Relationship Manager in Implementation.

Zach has nearly 10 years' experience in the benefits industry with his main focus on FSA and COBRA administration. Prior to joining Ameriflex, Zach was a Health/Welfare Administrator at Xerox, where she supported brokers and serviced clients' FSA, HRA, HSA, Transportation and COBRA accounts.

Zach has an outstanding history of building strong relationships with clients and educating and training clients about health care accounts and benefits.



RESUME PROFILE

Aimee Reynard
Marketing Manager

areynard@myameriflex.com

EDUCATION

B.S., Marketing, University of North Florida – FL

Study Abroad, European Business School – Paris

AFFILIATIONS

Member; Kappa Delta Sorority

EXPERTISE

As Marketing Manager at Ameriflex, Aimee Reynard is responsible for overall marketing strategy, vision, branding, and communications.

Since joining Ameriflex in 2017, Aimee helped create and continues to head MyAmeriflex, a marketing service that enables Ameriflex's strategic partners to go to market quickly with a complete suite of branded sales and marketing tools. Aimee leads the marketing team in supporting the branding and communication needs of health plan partners, financial institutions, and small to large employers.

Aimee is also responsible for Ameriflex's corporate marketing goals and activities, branding initiatives, employee communications and sales materials. She applies proven behavioral economics principles to employee communications to drive account growth, delivering quantifiable increased client and participant savings.

Additionally, she and her team provide marketing input for product development initiatives, thus ensuring Ameriflex's products and services meet the highest standards in usability and consumer satisfaction.

Prior to joining Ameriflex, Aimee served as a senior events marketing manager at MECLABS, where she drove strategic direction and event strategy to increase brand awareness through organic growth that propelled lead generation opportunities in unmet markets.

RESUME PROFILE

Bart McCollum

President & Chief Operating Officer

bmccollum@myameriflex.com

EDUCATION

Juris Doctor; Tulane
University – LA

B.A., Finance, Psychology &
Philosophy; Washington
University - MO

LICENSES

Series 63 (former), FINRA

Series 7 (former), FINRA

CERTIFICATIONS

Coursera – TX

- Leading Teams
- Influencing People
- Managing Talent
- Inspiring and Motivating
Individuals Statistics with
R Specialization
- Managing Talent

SCRUM – TX

- Professional Scrum
Product Owner 1

AFFILIATIONS

Member; State Bar of TX

Member; The Missouri Bar

Member, Forbes Dallas

Business Council

Board Member, International

Student Foundation

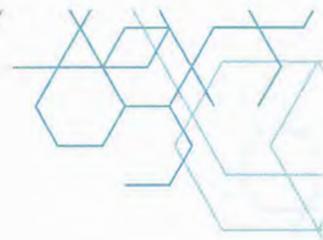
EXPERTISE

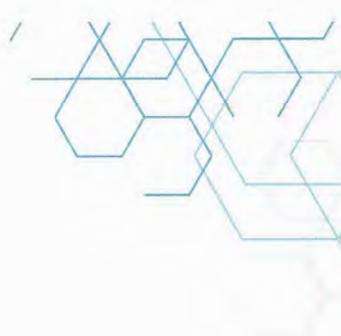
Bart is a proven and experienced leader of service organizations driving companies to new levels of performance. He joined Ameriflex in 2008 where he has funneled numerous improvement projects that have enabled Ameriflex to experience aggressive growth and cultivate a brand associated with integrity and innovation.

As President and Chief Operating Officer, Bart is responsible for overseeing all aspects of business operations including client service, product development, strategic planning, employee relations, business integration, compliance and technology.

Bart is an expert at all things legal and operational in the consumer-directed healthcare products such as such as, Flexible Spending Accounts (FSAs), Health Reimbursement Accounts (HRAs), COBRA Administration, payroll, human resources and compliance. Not only has he built a successful track record of accelerating growth through innovation, sales and marketing excellence, he has pioneered smart multi-channel go-to-market strategies that increased ROI.

Bart began his career at UMB Financial Corporation in Kansas City, Mo., where he served as Assistant Vice President for the company's Institutional Fixed Income Group. While at UMB, Bart was responsible for building and selling fixed-income portfolios for public funds, corporations and individuals; research, analysis and development of core investment strategies; and development of new products, including a comprehensive health savings account (HSA) product.





RESUME PROFILE

Donna Wilkinson

Senior Counsel

dwilkinson@myameriflex.com

EDUCATION

Juris Doctorate; North Carolina Central University – NC

B.S., Political Science and Government, Public Administration; Elon University - NC

LICENSES

Law, State Bar of Texas

CERTIFICATIONS

Employers Council of Flexible Compensation (ECFC)

- Flexible Compensation

AFFILIATIONS

Member, State Bar of TX
Member, Lee Park Junior Conservancy

Member, Plano Richardson Alumnae Panhellenic

Member, Dallas Association of Young Lawyers

Chair, Dallas Phi Mu Alumnae

Member, Slipper Club of Dallas

PUBLICATIONS

"Five Steps to Take Now to Comply With GDPR", Dallas Bar Association

PHILANTHROPY

Volunteer Attorney, Dallas Volunteer Attorney Program

Volunteer, Junior League

Delegate, Dallas Alumnae Panhellenic Association

LANGUAGES

Fluent in English & Spanish

EXPERTISE

Donna is the Senior Counsel for Ameriflex. She works closely with senior executives to assist in various capacities in business, legal, ethics; compliance and regulatory affairs to help grow Ameriflex's market impression and presence.

In this role, she oversees Ameriflex's legal activities and policies where her primary part of her focus is developing solutions to simplify the legal support for Ameriflex. Additionally, Donna also serves as Ameriflex's HIPAA Compliance Officer where she monitors organizational compliance with federal and state HIPAA rules and regulations.

Prior to joining Ameriflex, she was a Supervising Attorney at Barrett Daffin Frappier Turner & Engel, LLP (BDF). While at BDF, she focused her litigation practice on complex mortgage transactions while representing both private and publicly held banks, mortgage companies, investors and brokers. She also served as Counsel at The Marketing Arm, an Omnicom Company, where she focused on employee relations, contract drafting and risk management.



RESUME PROFILE

Joel Correa
Senior Implementation Specialist

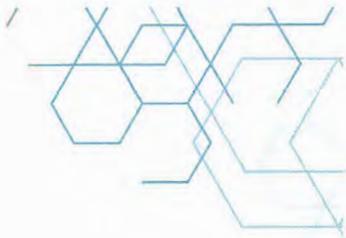
jcorrea@myameriflex.com

EDUCATION
A.S., Business Management,
Camden Community College
- NJ

EXPERTISE
Joel is a Senior Implementation Specialist at Ameriflex. He joined in June 2016 and is responsible for facilitating the employer implementation process by coordinating employer groups and internal operations to support new business setup and design.

Joel ensures employers a smooth transition to Ameriflex by understanding and minimizing operational impact. Ongoing communication and quick problem resolution are valuable tools in this process.

Joel has excelled very quickly during his time at Ameriflex, having conducted over 30 high-profiles, successful implementations to date. Joel is a people person with an affinity for problem solving that embraces any challenge thrown his way. He ensures client and customer satisfaction, and is also qualified to assist in the development of plan designs. He works collectively with our service and compliance teams monitoring compliance with performance standards and guarantees.



RESUME PROFILE

Katie Saccomanno

Senior Operations Processor

ksaccomanno@myameriflex.com

EDUCATION

Advertising Studies, Temple
University - PA

EXPERTISE

Katie is responsible for facilitating the employer implementation process by coordinating employer groups and internal operations to support new business set-up and design. She ensures employers a smooth transition to Ameriflex by understanding and minimizing operational impact. Ongoing communication and quick problem resolution are valuable tools in this process.

Katie is experienced in project management and seeks solutions to ensure client satisfaction throughout the process. She has received multiple client compliments commending her for her strong attention to detail, dependability, helpful attitude and dedication to deliver strong results.

She has strong communication and client services' skills, and the knowledge to ensure a positive customer experience.

RESUME PROFILE

Rashmi Daryman

Director of Client Experience

rdaryman@myameriflex.com

EDUCATION

B.S., International Business;
The College of New Jersey -
NJ

LANGUAGES

Fluent in English & Kannada

EXPERTISE

Rashmi Daryman is the Director of Client Experience at Ameriflex. In her role, she is responsible for the overall management of clients' accounts. She provides day-to-day support, identifies and resolves client issues, and works to ensure complete client satisfaction.

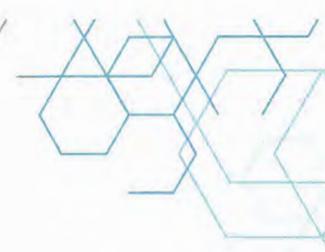
Rashmi has more than 10 years' experience in the benefits industry. Her main responsibility is ensuring client retention and client satisfaction is paramount by positioning and surpassing service levels ensuring clients recognize Ameriflex as a world-class benefits service provider.

Rashmi oversees the Client Experience Department here at Ameriflex which consists of account managers, new client implementation representatives, client experience specialists, compliance specialists, and claims analysts.

Prior to joining Ameriflex, Rashmi served as a Case Manager at the Law Offices of Eric A. Stone, where she managed a team of associates who identified, analyzed, and processed Social Security Administration cases. As a Case Manager, Rashmi developed a company-wide training program that outlined Disability Law Regulations and Qualifications that lead to the succession of several victorious cases.

Rashmi has an outstanding history of building strong relationships with colleagues, brokers, consultants and clients. She applies familiar concepts, practices and procedures that credit her expertise and judgements to accomplish goals and strategic initiatives.





RESUME PROFILE

Tod Hooker

Chief Financial Officer

thooker@myameriflex.com

EDUCATION

B.B.A., Accounting and Finance; Kansas State University - KS

LICENSES

Certified Treasury Professional (CTP)

EXPERTISE

Tod is the Chief Financial Officer of Ameriflex. He oversees all areas of finance including financial planning, accounting, tax, and treasury.

Throughout his career, Tod has been involved with the development and management of corporate finance activities for several large national organizations, from both a banking and corporate finance perspective. He possesses over 13 years of experience in banking and finance experience; 10 of which have focused on the healthcare banking industry. Tod has served in a number of senior financial roles.

Prior to joining Ameriflex in 2009, Tod served as Vice President of Finance at First Horizon Bank where he spearheaded all finance activities including assisting with banking aspects of Health Savings Accounts (HSA). Prior to his role at First Horizon Bank, Tod served as Vice President of Treasury Management Services at UMB where he managed the Treasury Management portfolio for the North Central and West Coast territories of the United States for clients ranging in size from brand name, Fortune 500 to mid-sized with at least \$25 million in revenue. Previously, Tod served five years as Treasury Management Product Manager for Commerce Bank which is where he began his career.

EXHIBIT



Sample Utilization Report

Enrollee Report

1/12/2016

Administrator
Employer

T01074 Ameriflex, LLC - TEST
AMFTTEST15 TEST ACCOUNT 2015

Doe, John Employee ID : XXX-XX-0000

1 Test Drive
Test, TX 00000

Primary Card History:
XXXX-XXXX-XXXX-8089

Status : New

Dependents:
DOE, JANE

Dependent ID XXX-XX-0001

Dependent Card History :
XXXX-XXXX-XXXX-8097

Status New

Account Information :

Account Type	Deposits	Disburse YTD	Balance
FSA	\$ 2,550.00	\$ 200.00	\$ 2,350.00
DCA	\$ 5,000.00	\$ 0.00	\$ 5,000.00
TRN	\$ 1,000.00	\$ 0.00	\$ 1,000.00
PKG	\$ 200.00	\$ 0.00	\$ 200.00

DOE, JANE Employee ID : XXX-XX-7859

1 Test Drive
Test, NJ 00000

Primary Card History:
XXXX-XXXX-XXXX-1067

Status : New

Account Information :

Account Type	Deposits	Disburse YTD	Balance
FSA	\$ 2,550.00	\$ 50.00	\$ 2,500.00

Total for AMFTTEST15 TEST ACCOUNT 2015

Total Enrollees : 2
Active : 2
Inactive : 0
Total Dependents : 1
Active : 1
Inactive : 0

Enrollee Report

1/12/2016

Administrator
Employer

Total for T01074 Ameriflex, LLC - TEST

Total Enrollees : 2

Active : 2

Inactive : 0

Total Dependents : 1

Active : 1

Inactive : 0

Enrollee Account Balance

Ameriflex, LLC - TEST-T01074

TEST ACCOUNT 2015-AMFTEST15

Account Balances as of: 1/12/2016

Employee Name	Employee ID	Division Name	Class Name	Effective/ Termination Date	Employee Status	Payroll Cycle	Annual Election	Employee Deposits	Employer Deposits	Deposits	Other Deposits	Total Disbursed	Forfeiture Balance	Available Balance	Balance Due
Account Type : DCA (Payroll)															
Plan ID: TEST15															
Plan Dates: 01/01/2015-12/31/2015															
Doe, John	XXXXX0000				New	Bi-Weekly	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00
Account Type : FSA (Prefunded)															
Plan ID: TEST15															
Plan Dates: 01/01/2015-12/31/2015															
DOE, JANE	XXXXX7859				New	Bi-Weekly	\$2,550.00	\$2,550.00	\$0.00	\$2,550.00	\$0.00	\$50.00	\$2,500.00	\$2,500.00	\$0.00
Doe, John	XXXXX0000				New	Bi-Weekly	\$2,550.00	\$2,550.00	\$0.00	\$2,550.00	\$0.00	\$200.00	\$2,350.00	\$2,350.00	\$0.00
Account Type : PKG (Payroll)															
Plan ID: TEST15															
Plan Dates: 01/01/2015-12/31/2015															
Doe, John	XXXXX0000				New	Bi-Weekly	\$200.00	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$200.00	\$200.00	\$0.00
Account Type : TRN (Payroll)															
Plan ID: TEST15															
Plan Dates: 01/01/2015-12/31/2015															
Doe, John	XXXXX0000				New	Bi-Weekly	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00

Enrollee Account Balance

Ameriflex, LLC - TEST-T01074

TEST ACCOUNT 2015-AMFTTEST15

Account Balances as of: 1/12/2016

Enrollee Account Balance

Ameriflex, LLC - TEST-T01074

TEST ACCOUNT 2015-AMFTTEST15

Account Balances as of: 1/12/2016

Acct Type	Annual Election	Employee Deposits	Employer Deposits	Deposits	Other Deposits	Total Disbursed	Forfeiture Balance	Available Balance	Balance Due
Total: DCA (Payroll)	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00
Total Enrollees:									1
Acct Type	Annual Election	Employee Deposits	Employer Deposits	Deposits	Other Deposits	Total Disbursed	Forfeiture Balance	Available Balance	Balance Due
Total: FSA (Prefunded)	\$5,100.00	\$5,100.00	\$0.00	\$5,100.00	\$0.00	\$250.00	\$4,850.00	\$4,850.00	\$0.00
Total Enrollees:									2
Acct Type	Annual Election	Employee Deposits	Employer Deposits	Deposits	Other Deposits	Total Disbursed	Forfeiture Balance	Available Balance	Balance Due
Total: PKG (Payroll)	\$200.00	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$200.00	\$200.00	\$0.00
Total Enrollees:									1
Acct Type	Annual Election	Employee Deposits	Employer Deposits	Deposits	Other Deposits	Total Disbursed	Forfeiture Balance	Available Balance	Balance Due
Total: TRN (Payroll)	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00
Total Enrollees:									1
Totals For TEST ACCOUNT 2015-AMFTTEST15	\$11,300.00	\$11,300.00	\$0.00	\$11,300.00	\$0.00	\$250.00	\$11,050.00	\$11,050.00	\$0.00

EXHIBIT



Implementation Schedule



IMPLEMENTATION SCHEDULE

ID	Activities	Responsible Party	Start Date	End Date
0	Contract Award			
	Client issues Intent to Award to Ameriflex	Client	11/27/2019	11/27/2019
	Direct Debit Form	Client	11/28/2019	11/29/2019
	Finalize Contract	Client / Ameriflex	11/27/2019	12/19/2019
1	Setting Up Client Meetings			
1.1	Complete the Plan Application	Client	12/15/2019	12/19/2019
1.2	Send the Plan Application to the Specialty Implementation Inbox	Ameriflex V.P. Sales	12/20/2019	12/20/2019
1.3	Reach out to applicant to review the application	Ameriflex Implementation	12/25/2019	12/31/2019
1.4	Schedule a Kick-Off Meeting (if necessary)	Ameriflex Implementation & Account Manager / Client	12/31/2019	1/3/2020
1.5	Send Implementation Manual, W-9 to Client and other applicable documents (EDI, CCX apps)	Ameriflex Implementation & Accounting	12/31/2019	1/3/2020
1.6	Hold the Implementation Kick-Off Meeting. Set ongoing meeting schedule	Ameriflex Implementation & Account Manager / Client	12/31/2019	12/31/2019
1.7	Advise the Client to begin using the website	Ameriflex Implementation	12/31/2019	1/2/2020
2	System Set Up			
2.1	Complete online service agreement	Ameriflex Implementation	12/31/2019	1/3/2020
2.2	Send through QA processes, and Operation plan builds	Ameriflex Implementation	12/31/2019	1/3/2020
2.3	Enter banking and contact information during setup	Ameriflex Implementation	12/31/2019	1/2/2020
2.4	Send Welcome email	Ameriflex Implementation	24-48 hours after plan setup	24-48 hours after plan setup
2.5	Audit plan setup	Ameriflex QA	1/13/2020	1/17/2020
3	EDI Tasks (if Applicable)			
3.1	If enrollments are done by Electronic Data Interchange (EDI), schedule a data management meeting between the Ameriflex EDI Specialist and the Client IT contact	Ameriflex EDI/ Client	12/31/2019	1/13/2020
3.2	Prepare and send the first test eligibility/enrollment file to Ameriflex	Client	12/31/2019	1/13/2020
3.3	Review the file and notify the Client of the results	Ameriflex-EDI	12/31/2019	1/10/2020
3.4	Repeat process until final approval	Ameriflex EDI/ Client	12/31/2019	1/10/2020
3.5	Transmit the production eligibility/enrollment file to Ameriflex	Ameriflex EDI	12/31/2019	1/10/2020
4	Enrollment Tasks			
4.1	Provide Client with FSA enrollment spreadsheet if Non-EDI	Ameriflex Implementation	12/31/2019	1/3/2020
4.2	Review FSA Communication and Benefit Card materials with Client	Ameriflex Implementation	12/31/2019	1/3/2020
4.3	Enroll Participants	Ameriflex Processing	1/13/2020	5/1/2020
4.4	Perform low level review of enrollments, audit for discrepancies	Ameriflex Operations	5/1/2020	5/7/2020
4.5	Send participants system generated Welcome Kit	Ameriflex (System generated)	5/1/2020	5/7/2020
4.6	Activate Plan and (if applicable) order cards	Ameriflex Processing	4/30/2020	5/6/2020
5	MyAmeriflex Benefit Card (if applicable)			
5.1	Send card packages (Benefit Cards and corresponding communication) to Participants	Ameriflex / Benefit Card Vendor	1/13/2020	2/27/2020
5.2	Verify all Card packages have been sent to the Participants	Ameriflex Client Relations / Account Management	5/13/2020	5/27/2020
6	FSA Funding			
6.1	Review FSA funding method (Prefund or Point of Claims)	Ameriflex Implementation / Client	12/31/2019	1/13/2020
6.2	Send the Client funding details via email with member roster	Ameriflex Implementation/ Ameriflex Business Processing	12/31/2019	1/13/2020
7	SPD-SBC			
7.1	Send the Summary Plan Description and Summary of Benefits and Coverage	Ameriflex- Business Processing	5/12/2020	6/15/2020
8	Education			

1	Provide names and email addresses for administrative users who need access to the website	Client	12/31/2019	1/13/2020
8.2	Set up usernames and password and forward to the Client	Ameriflex Implementation/ Ameriflex Operations	5/12/2020	5/21/2020
9	Web Education			
9.1	Conduct education sessions	Ameriflex Implementation/ Client	5/12/2020	8/10/2020
10	Plan Effective Date (implementation completion)		7/1/2020	7/1/2020
10.1	Follow up to ensure the Client is satisfied with Ameriflex services	Ameriflex Client Relations / Account Management	8/11/2020	10/12/2020
10.2	Dedicated Account Manager and support team received full responsibility of the account	Ameriflex Client Relations / Account Management	8/11/2020	10/12/2020
10.3	Provide the Client with the post-implementation Ameriflex contact information - This schedule will be updated prior to the Kick-Off Meeting - Client participation is key to remaining on schedule	Ameriflex Implementation	8/11/2020	10/12/2020
FSA Takeover (if applicable)				
1	Send reminder notification to current FSA participants regarding Transition from Current Vendor	Client	TBD	TBD
2	Send blackout reminder email	Client	TBD	TBD
3	FSA blackout begins	Ameriflex/Current Vendor	TBD	TBD
4	Debit card suspended from further use	Current Vendor	TBD	TBD
5	Final current Plan Year payroll deduction report processed	Current Vendor	TBD	TBD
6	Current Vendor provides Client with final plan YTD report	Current Vendor	TBD	TBD
7	Client forwards the final plan YTD report to Ameriflex	Client	TBD	TBD
8	Current Vendor report tested and uploaded into Ameriflex system	Ameriflex	TBD	TBD
9	Reconciliation reports provided to Client	Ameriflex	TBD	TBD
10	FSA takeover Confirmation emails sent	Ameriflex	TBD	TBD
11	Takeover complete and claims processing can begin	Ameriflex	TBD	TBD

EXHIBIT



Sample Communications



▶ You can submit this data via [myameriflex](http://myameriflex.com).

Spending Account Claim Form

INSTRUCTIONS: Please read carefully and be sure your claim is completed in its entirety to ensure there is no delay in processing. Please do not use a highlighter on claim form, receipts, or any documents included as backup as this may cause a delay in processing your claim.

- 1) Complete all applicable sections, sign and date. Services must be incurred in order to be reimbursed.
- 2) Attach all required documentation (New in 2011: For an OTC medicine, please include a copy of your medical provider's prescription or a pharmacy receipt showing the prescription #).
- 3) Mail, fax or email the completed claim form (scanned with signature if necessary) to Ameriflex.
- 4) Please allow 2-3 business days for claims processing from the date the claim is received.
Direct Deposit: 3-5 business days from the date the claim is processed.
Check Delivery: 7-10 business days from the date the claim is processed.

FSA/HRA Expenses | Acceptable forms of documentation include:

- 1) Explanation of Benefits (EOB): Your insurance carrier sends you an EOB each time a claim is filed. An EOB indicates your personal obligation via co-insurance or a deductible.
- 2) Receipts: Include name of person treated; date expense was incurred; type of service; provider name; and amount of expense. (IRS does not allow credit card receipts)

If you participate in both an FSA and an HRA, funds will be deducted from each account based on your employer's plan design. If you are responsible for all or a portion of the insurance deductible before employer HRA funds can be made available, you must submit an HRA Activation Form with an EOB to Ameriflex once your portion is met as proof of the deductible status. Once approved, the employer funded HRA will be activated.

Orthodontia Expenses:

Your plan may reimburse advanced expenses for orthodontia made through a payment plan. Please contact your employer to see if these "up-front" orthodontia expenses apply. Orthodontia expenses require that both of the following be submitted with the initial claim: (1) proof of payment (e.g. provider bill indicating payments or credit card receipt); (2) a copy of the signed orthodontia contract (must be signed by both the provider and member), including amount, down payment, monthly fees and estimated length of treatment.

Dependent Day Care Expenses (Reimbursed only after service is provided) - Acceptable forms of documentation include:

Receipts including the name of the person for whom the service was provided, date expense was incurred, type of service, name of provider, amount charged and the provider's tax ID number/SSN. If you are using a private provider (i.e. babysitter) the receipt must also include their full name, signature, address and SSN (IRS does not allow credit card receipts or statements as eligible proof of expense). If you have recurring dependent day care expenses, you can get recurring reimbursement without having to file a claim after each date of service. To set up a recurring claim, you must provide the date range of services that will be provided and a note/statement from your provider outlining the schedule of expenses for the entire period of the recurring claim. Your first expense must be substantiated after the service has been provided before you can set up a recurring claim.

Commuter/Transportation Expenses:

The IRS does not permit reimbursement for expenses older than 180 days from the date incurred.

To avoid delays in reimbursement, please sign and date this claim form and provide notice of any name or address change to Ameriflex.

I authorize my account(s) to be reduced by the amount requested. To the best of my knowledge and belief, the statements on this form are complete and true. I am claiming reimbursement only for eligible expenses incurred by eligible plan participants during the applicable plan year. I certify that these expenses have not previously been reimbursed by this or any other benefit plan, will not be reimbursed from any other source and will not be claimed as an income tax deduction. I also understand that I may be asked to provide further details (i.e. a letter of medical necessity from a medical practitioner certifying that the expense is to treat or cure a medical condition or a more detailed certification from me). I understand that if my claim is for expenses incurred during a Grace Period: (1) the expenses will be reimbursed first from available amounts remaining at the end of the preceding Plan Year and then during the Current Plan Year; (2) claims are paid in the order in which they are approved; and (3) once paid, a claim will not be reprocessed or otherwise re-characterized so as to change the Plan Year from which funds are taken to pay it.



TOLL FREE : 888.868.FLEX (3539) myameriflex.com



▶ You can submit this data via [myameriflex](#).

Spending Account Claim Form

STEP 1 Employer Name: _____

Employee Name: _____ SSN: _____

Phone: _____ Email: _____

STEP 2 Medical Expense Claims (FSA, or Employer funded HRA)

Account Type	Date	Name of Person	Provider Name	Service Provided	Amount
FSA HRA	Expense Incurred	Receiving Medical Service	(Physician, Hospital, Dentist, Pharmacy, etc.)	(Co-Pay, Deductible, Dental, Vision, RX, over-the-counter, etc.)	Requested
<input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/>					
<input type="checkbox"/> <input type="checkbox"/>					

Dependent Day Care Claims

Dependent Name	Dependent DOB	Date of Service	Provider Name	Provider Tax ID #	Type of Service	Amount
		From To			(Day Care, Pre-K, Day Camp, etc.)	Requested

Provider Signature or Stamp (if no receipt is available)

Other Claims (ex: PRM, EPR, PKG, etc.)

Expense Type	Date(s) of Service	Provider Name	Description of Expense	Amount
Other	From To	(Name of provider)	(Any other expenses you may have, etc.)	Requested
<input type="text"/>				
<input type="text"/>				
<input type="text"/>				

STEP 3 Form cannot be processed without valid signature

By signing this document I agree to the terms and conditions detailed in the instructions provided on page one.

Employee Signature

Date

Please email, fax, or mail to:

Email
claims@myameriflex.com

Fax
888.631.1038
Attention: Claims Department

Mail
Ameriflex Claims Department
P.O. Box 269009
Plano, TX 75026

*Please do not send original documents.
If damaged or lost during processing,
they cannot be replaced.*



TOLL FREE: 888.868.FLEX (3539) [myameriflex.com](#)



Flexible Spending Account

Getting real about your healthcare savings starts here

You made a great decision by enrolling in a flexible spending account (FSA)! Now that you've gotten the difficult decisions out of the way, use this packet to learn how to best take advantage of your account. Let's get started!



HOW YOUR FSA WORKS

Your FSA is a spending account that can be used to pay for a variety of healthcare expenses.

TWO GREAT PERKS COME WITH YOUR FSA:

- 1** You will have access to your entire election on the first day of the plan year.
- 2** The funds are taken out of your paycheck "pre-tax" (meaning they are subtracted from your gross earnings before taxes) throughout the course of the year. That means you are increasing your take-home pay simply by participating!

WHAT CAN I SPEND MY FSA FUNDS ON?

The IRS determines what expenses are eligible under an FSA. Below are some examples of common eligible expenses.



Copays, deductibles, and other payments you are responsible for under your health plan.



Routine exams, dental care, prescription drugs, eye care, and hearing aids.



Prescription glasses and sunglasses.



Certain over-the-counter (OTC) healthcare expenses such as Band-aids, medicine, First Aid supplies, etc. **Note:** OTC medicines require a doctor's prescription to be eligible.



Diabetic equipment and supplies, durable medical equipment, and qualified medical products or services provided by a doctor.

GETTING STARTED CHECKLIST

Use this checklist to take full advantage of all the great resources made available to you through your FSA.

1

Set up your MyAmeriflex account

MyAmeriflex is where you'll have real-time access to all of your account information, including your current balance, transaction history, payment status, and more. To register your account, visit myameriflex.com, select "Login to your account," and click "Participants." Then click the "New User" link to get started. You will be asked to enter an Employee ID, which will be your Social Security number with no dashes or spaces, as well as a Registration ID, which will either be your Ameriflex Debit Mastercard number or Employer ID. If you don't know your Employer ID, please reach out to your HR representative or contact the Ameriflex Participants Services team at 888.868.FLEX (3539).

2

Enroll in MyPlanConnect

There are instances when you may be asked to submit documentation to Ameriflex to verify the eligibility of an expense. MyPlanConnect does the heavy lifting for you by automatically detecting when you swipe your MyAmeriflex Debit Mastercard and matching the purchase with your insurance plan. After enrolling, all of your expenses moving forward will be processed through MyPlanConnect. To enroll, log into your MyAmeriflex account and select "MyPlanConnect." If you aren't sure if your employer offers MyPlanConnect, please check with your HR department or call our Participant Services department at 888.868.FLEX (3539).

3

Download mobile app

The MyAmeriflex App lets you access and manage your account anywhere you go, 24/7. It puts all of the great features of the MyAmeriflex Portal right at your fingertips. You can download the app on the Apple App Store and Google Play.

4

Register for complimentary ID theft protection

Ameriflex is pleased to offer our cardholders complimentary access to Mastercard's comprehensive Identity Theft Protection program*, powered by CSID®. You can rest assured knowing that if your MyAmeriflex Debit Mastercard (or any other debit/credit cards you choose to register!) gets misplaced or stolen, you can utilize Mastercard's industry-leading ID theft protection and restoration services for everything you may need. To register, visit myameriflex.com/IDtheftprotection.

5

Use your card

You will receive a MyAmeriflex Debit Mastercard that can be used to make eligible purchases. Your card will be mailed within 7-10 business days after your enrollment is processed by Ameriflex.

6

Enroll for direct deposit

By enrolling for direct deposit, getting reimbursed is easier and faster anytime you need to pay for an eligible expense out of pocket. Log in to MyAmeriflex to set up direct deposit.

7

Start spending

You're ready to make purchases! Be sure to hang on to your receipts anytime you make a purchase. Log in to MyAmeriflex for a full list of eligible expenses.

HOW TO GET REIMBURSED FOR OUT-OF-POCKET EXPENSES

As you begin to use your account, it's important to understand how to submit a request for reimbursement or payment to a provider.

Two most common reasons for requesting a reimbursement or payment:

- 1 You paid an eligible expense out of pocket.
- 2 To request a payment be made directly to a provider

Your MyAmeriflex Debit Mastercard is the quickest and easiest way to access your account funds. But if you can't use your card, getting reimbursed is quick and painless.

STEP 1: Login in to your MyAmeriflex account online or through the MyAmeriflex App

STEP 2: Click the Submit Claim button

STEP 3: Fill out all of the required fields and attach documentation

STEP 4: If requesting to pay a provider, enter the provider's information, including address, and select "Pay Provider." Once processed, the reimbursement will be sent directly to the provider. You can also save the provider for any future reimbursements.

STEP 5: Click submit

You can view the status of a pending reimbursement anytime through MyAmeriflex or the MyAmeriflex App. If any further action is needed before the reimbursement is processed, you will receive a message through your account.

REQUEST FOR ADDITIONAL DOCUMENTATION

Due to the tax-advantaged nature of your account, the IRS has guidelines in place to ensure that purchases made with the account are for eligible medical, dental, or vision expenses. There are instances when additional documentation—like itemized receipts—are needed to verify the eligibility of your expenses.

HERE'S HOW IT WORKS:

STEP 1: You make a payment with your MyAmeriflex Debit Mastercard. This could be a copay for a doctor's visit, prescription, etc. It's important to note that when you swipe your card, the provider is paid.

STEP 2: We will attempt to auto-verify the transaction instantly using stored copays, stored recurring expense values, electronic data feeds, or Inventory Information Approval Systems (IIAS).

STEP 3: If the transaction can't be auto-verified at the point of purchase, this is normally because the merchant's (e.g. hospital) payment terminal can't distinguish if the transaction was for surgery (eligible) or flowers from the hospital gift store (not eligible). You'll receive a notification if we need more information about the expense, such as an itemized receipt or insurance explanation of benefits (EOB). In some cases, a letter of medical necessity may be required for certain eligible expenses (e.g. therapy).

STEP 4: You can login to MyAmeriflex or use the MyAmeriflex App to upload the itemized receipt or EOB. You can also mail, fax, or email a manual claim form, documentation, and the request for documentation letter to:

Email: claims@myameriflex.com

Fax: 888.631.1038 (**Attention: Claims Department**)

Mail: Ameriflex Claims Department

P.O. Box 269009

Plano, TX 75026

Please do not send original documents. If damaged or lost during processing.



• The largest selection of guaranteed eligible products

• Using pre-tax dollars lets you save on healthcare needs

• Use your FSA card, skip the paperwork

• 24/7 support and educational resources

• Free shipping on orders over \$50

Visit **FSAstore.com/AMF19** and use coupon code **AMF19** for \$5 off your first purchase.



FREQUENTLY ASKED QUESTIONS

How do I check my account balance?

You can check your real-time balance online by logging into MyAmeriflex or through the MyAmeriflex Mobile App. Ameriflex also provides 24/7 access to automated account information via telephone. Call 888.868.FLEX (3539) and follow the prompts to listen to balance and transaction information for your account.

How do I access my account?

If you're a new user, setting up your account is easy! To register your account, visit myameriflex.com, select "Login to your account," and click "Participants." Then click the "New User" link to get started. You will be asked to enter an Employee ID, which will be your Social Security number with no dashes or spaces, as well as a Registration ID, which will either be your MyAmeriflex Debit Mastercard number or Employer ID. If you don't know your Employer ID, please reach out to your HR representative or contact the Ameriflex Participants Services team at 888.868.FLEX (3539).

What expenses are eligible?

The IRS, and sometimes your employer, determine what goods and services are eligible. This will vary based on what type of account you have. For more information about your account and expenses eligibility, visit myameriflex.com/participants. Login to MyAmeriflex for a full list of eligible expenses.

How do I order a new card?

You can request a free replacement card online through your Ameriflex account or through the MyAmeriflex Mobile App.

What happens if I don't use my FSA account balance by the end the year?

Employers may offer a \$500 roll over or 2.5-month grace period to help employees use their unused money at the end of the plan year. If your employer offers a roll over, up to \$500 of unused money will carry over to the next plan year. If your employer offers a 2.5-month grace period, you can continue using your unused money 2.5 months into the new plan year. Please refer to your plan documents or contact Ameriflex to verify the specific rules and features associated with your company's plan.

Can I have an FSA and an HSA?

You can't contribute to an FSA and HSA within the same plan year. However, you can contribute to an HSA and a limited purpose FSA, which only covers dental and vision expenses.

How do these programs save me money on taxes?

Since the accounts are tax-advantaged, you get to leverage pre-tax payroll deductions – increasing your take-home pay and saving you money on everyday expenses. In many cases, you can experience savings of up to 40% on expenses eligible under your employer-sponsored plan.

If I leave my employer, can I still use my funds?

No, your funds are forfeited if you leave your employer.

What does pre-tax dollars mean and why is this important?

Essentially, “pre-taxing,” which can be used for life insurance, disability insurance, health FSA contributions, dependent care contributions, health savings account contributions and commuter account contributions, means taking income that would otherwise be taxable and diverting it to something else before (so: “pre”) is becomes taxable.

By making pre-tax contributions to an FSA, HSA, HRA, you are lowering the amount your income is taxed, which results in taking home a bigger paycheck.

Can I change my annual election amount?

FSA elections are irrevocable and cannot be changed during the period of coverage unless there is a permitted change in election event, such as a change in marital status, birth or adoption of a child, change in an employment status, etc. The event and contribution change must coincide.

How can I get more information about my account?

There are several options to get more information about your account. For an overview of account features, visit myameriflex.com/participants.

You can manage your account, check your balance, file and claim anytime online through MyAmeriflex or through the MyAmeriflex App.

How can I change my reimbursement setting to add direct deposit?

To set up direct deposit, simply login to MyAmeriflex, select reimbursement settings under the my account tab, then enter your banking information. We also offer a paper direct deposit form that can be mailed, faxed, or emailed to Ameriflex.

**If you have any questions you can contact the Ameriflex Participant Services team
Monday - Friday, 8:30 a.m. - 8:00 p.m. (ET).**

Phone: 888.868.FLEX (3539)

Email: service@myameriflex.com

Chat: myameriflex.com



Dependent Care Account

Getting real about your healthcare savings starts here

You made a great decision by enrolling in a dependent care account (DCA)! Now that you've gotten the difficult decisions out of the way, use this packet to learn how to best take advantage of your account. Let's get started!



HOW YOUR DCA WORKS

Your DCA is a spending account that can be used to pay for services like daycare, nursery school, and elder care. By simply participating in a DCA, you get to experience benefits like:

- 1 A higher take-home pay thanks to your pre-tax payroll deductions
- 2 Savings on daycare and other dependent care services you're already paying for
- 3 Easy-to-use MyAmeriflex Debit Mastercard to make purchases

WHAT CAN I SPEND MY DCA FUNDS ON?

The IRS determines what expenses are eligible under a DCA. Here are some examples of common eligible expenses



Daycare



Summer day camp



Before and after school programs



Private sitter



Custodial care for dependent adults



Nursery school



Nanny service



Pre-school

GETTING STARTED CHECKLIST

Use this checklist to take full advantage of all the great resources made available to you through your DCA.



Set up your MyAmeriflex account

MyAmeriflex is where you'll have real-time access to all of your account information, including your current balance, transaction history, payment status, and more. To register your account, visit myameriflex.com, select "Login to your account," and click "Participants." Then click the "New User" link to get started. You will be asked to enter an Employee ID, which will be your Social Security number with no dashes or spaces, as well as a Registration ID, which will either be your Ameriflex Debit Mastercard number or Employer ID. If you don't know your Employer ID, please reach out to your HR representative or contact the Ameriflex Participants Services team at 888.868.FLEX (3539).



Download mobile app

The MyAmeriflex App lets you access and manage your account anywhere you go, 24/7. It puts all of the great features of the MyAmeriflex Portal right at your fingertips. You can download the app on the Apple App Store and Google Play.



Register for complimentary ID theft protection

Ameriflex is pleased to offer our cardholders complimentary access to Mastercard's comprehensive Identity Theft Protection program*, powered by CSID®. You can rest assured knowing that if your MyAmeriflex Debit Mastercard (or any other debit/credit cards you choose to register!) gets misplaced or stolen, you can utilize Mastercard's industry-leading ID theft protection and restoration services for everything you may need. To register, visit myameriflex.com/IDtheftprotection.



Use your card

You will receive a MyAmeriflex Debit Mastercard that can be used to make eligible purchases. Your card will be mailed within 7-10 business days after your enrollment is processed by Ameriflex.



Enroll for direct deposit

By enrolling for direct deposit, getting reimbursed is easier and faster anytime you need to pay for an eligible expense out of pocket. Login to MyAmeriflex to set up direct deposit.



Start spending

You're ready to make purchases as funds become available! Your account will be funded each pay period. Be sure to hang on to your receipts anytime you make a purchase. Login to MyAmeriflex for a full list of eligible expenses.

HOW TO GET REIMBURSED FOR OUT-OF-POCKET EXPENSES

As you begin to use your account, it's important to understand how to submit a request for reimbursement or payment to a provider.

Two most common reasons for requesting a reimbursement or payment:

- 1 You paid an eligible expense out of pocket
- 2 To request a payment be made directly to a provider

Your MyAmeriflex Debit Mastercard is the quickest and easiest way to access your account funds. But if you can't use your card, getting reimbursed is quick and painless.

Step 1: Login in to your MyAmeriflex account online or through the MyAmeriflex App

Step 2: Click the Submit Claim button

Step 3: Fill out all of the required fields and attach documentation

Step 4: If requesting to pay a provider, enter the provider's information, including address, and select "Pay Provider." Once processed, the reimbursement will be sent directly to the provider. You can also save the provider for any future reimbursements.

Step 5: Click submit

You can view the status of a pending reimbursement anytime through MyAmeriflex or the MyAmeriflex App. If any further action is needed before the reimbursement is processed, you will receive a message through your account.

ONE-TIME CLAIM FOR DEPENDENT CARE SERVICES

Ameriflex makes it easy to get reimbursed automatically from your account as your funds build up during the year. If you're paying for childcare or elderly care each month, you can avoid submitting a manual claim every month to get reimbursed for expenses you paid out of pocket. All you have to do is submit one Claim Form for the entire year that shows the date range for which childcare/eldercare services will be provided, along with a signature from the service provider on the designated line of the form. As long as the form is signed by the provider, no receipt is needed. Once the recurring claim has been processed, Ameriflex will automatically reimburse you every month with a check or direct deposit as funds in your Dependent Care Account become available.

FREQUENTLY ASKED QUESTIONS

How do I check my account balance?

You can check your real-time balance online by logging into MyAmeriflex or through the MyAmeriflex Mobile App. Ameriflex also provides 24/7 access to automated account information via telephone. Call 888.868.FLEX (3539) and follow the prompts to listen to balance and transaction information for your account.

How do I access my account?

If you're a new user, setting up your account is easy! To register your account, visit myameriflex.com, select "Login to your account," and click "Participants." Then click the "New User" link to get started. You will be asked to enter an Employee ID, which will be your Social Security number with no dashes or spaces, as well as a Registration ID, which will either be your Ameriflex Mastercard debit card number or Employer ID. If you don't know your Employer ID, please reach out to your HR representative or contact the Ameriflex Participants Services team at 888.868.FLEX (3539).

What expenses are eligible?

The IRS, and sometimes your employer, determine what goods and services are eligible. This will vary based on what type of account you have. Login to MyAmeriflex for a full list of eligible expenses.

How do I order a new card?

You can request a free replacement card online through your Ameriflex account or through the MyAmeriflex Mobile App.

What happens if I don't use my DCA account balance by the end the year?

Employers may offer a 2.5-month grace period to help employees use their unused money at the end of the plan year. If your employer offers a 2.5-month grace period, you can continue using your unused money 2.5 months into the new plan year. Please refer to your plan documents or contact Ameriflex to verify the specific rules and features associated with your company's plan.

How do these programs save me money on taxes?

Since the accounts are tax-advantaged, you get to leverage pre-tax payroll deductions – increasing your take-home pay and saving you money on everyday expenses. In many cases, you can experience savings of up to 40% on expenses eligible under your employer-sponsored plan.

If I leave my employer, can I still use my funds?

No, your funds are forfeited if you leave your employer.

What does pre-tax dollars mean and why is this important?

Essentially, "pre-taxing," which can be used for life insurance, disability insurance, HSA contributions, dependent care contributions, health savings account contributions and commuter account contributions, means taking income that would otherwise be taxable and diverting it to something else before (so: "pre") is becomes taxable.

By making pre-tax contributions to an HSA, you are lowering the amount your income is taxed, which results in taking home a bigger paycheck.

Can I change my annual election amount?

DCA elections can be changed if the cost of the services received changes (i.e. daycare increases fees), or if the dependent no longer goes to daycare.

How can I get more information about my account?

For an overview of account features, visit myameriflex.com/participants.

You can manage your account, check your balance, file and claim anytime online through MyAmeriflex or through the Ameriflex App.

How can I change my reimbursement setting to add direct deposit?

To set up direct deposit, simply login to MyAmeriflex, select reimbursement settings under the my account tab, then enter your banking information.

**If you have any questions you can contact the Ameriflex Participant Services team
Monday - Friday, 8:30 a.m. - 8:00 p.m. (ET).**

Phone: 888.868.FLEX (3539)

Email: service@myameriflex.com

Chat: myameriflex.com

MyAmeriflex Portal

The [MyAmeriflex Portal](#) is a one-stop-shop for all of your health benefit account needs. The portal is packed with do-it-yourself account management tools that allow you to:

+ ORDER REPLACEMENT CARDS

To report a card lost/stolen and order a replacement card, hover your cursor over the 'Debit Card' drop-down menu, and then click on 'Debit Card Management.' On the right-hand side of the Debit Card Management page, click on the 'Report lost/stolen card' icon (scissors cutting card).

+ CHECK YOUR BALANCE

To check your available balance through the MyAmeriflex Portal, click on the 'Benefit Account Details' link located in the 'My Accounts' drop-down menu. From here, you can view your balance, total contributions, recent transactions, and more.

+ RESET YOUR PASSWORD / RETRIEVE USERNAME

If you forget your username or password, you can reset your password and/or retrieve your username directly from the MyAmeriflex Portal login page. To reset your password, enter your username and click 'Continue.' Next, click the 'Forgot your password?' link. Enter the answers to your security questions and click 'Continue.'

+ SUBMIT A CLAIM ONLINE

Click on 'Reimbursement Request' from the navigation menu to submit a claim for reimbursement. Simply follow the instructions on the page, check the 'I authorize' box, and click 'Submit' to complete your reimbursement request.

+ LOCATE FORMS & GENERAL INFO

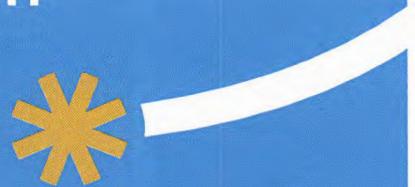
You can also access helpful FAQs, plan forms and documents, and calculators via the 'Resources' drop-down menu. If you have any questions along the way, click 'Contact Us' to get in touch with our dedicated Member Services team.

Haven't registered your account? It's easy!

To create an online account, visit the [MyAmeriflex Portal](#). When prompted to enter your username, select the 'New User' link and follow the instructions to complete the registration process.

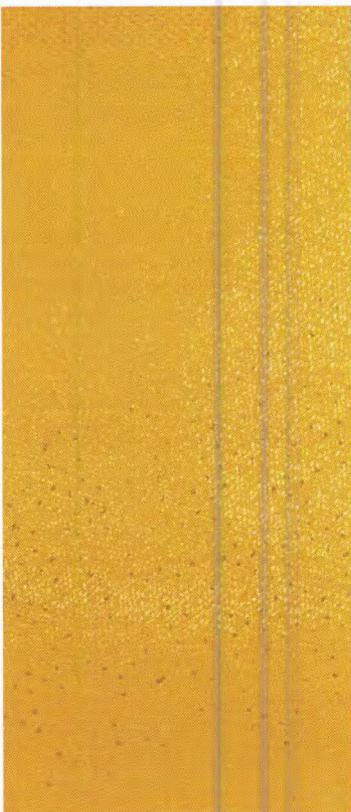
You will need your Employee ID (SSN) and MyAmeriflex Card number (or Ameriflex Group ID if you do not have a MyAmeriflex Card).

ameriflex



WELCOME to your MyAmeriflex Card

Start enjoying the benefits of
your new card today!





The MyAmeriflex Card provides you with easy access to the funds in your employee benefits account. Depending on the types of accounts your employer offers, you may be able to use your card to access funds in your Flexible Spending Account (FSA), Health Savings Account (HSA), or Health Reimbursement Account (HRA).

Your MyAmeriflex Card is already activated and ready to use!

HOW TO USE YOUR CARD:

The MyAmeriflex Card works just like a regular debit card, with three important differences:

- 1 Its use is limited to specific merchants and expenses deemed eligible by your account/plan type.
- 2 You cannot use your MyAmeriflex Card at an ATM or to obtain "cash back" when making a purchase.
- 3 You have the option to use a Personal Identification Number (PIN) with your card, which you can retrieve when you log in to the MyAmeriflex Portal. Or, you can select "Credit" at the payment terminal (no PIN required) to complete a transaction with your signature.

To manage your account and access specific details about your card, please log in to the MyAmeriflex Portal (myameriflex.com).

You can also contact our dedicated Participant Services team at **888.868.FLEX (3539)**.

myameriflex.com



FSA Frequently Asked Questions

How is my FSA funded?

You decide how much to contribute to your FSA, up to \$2700 based on your expected healthcare costs for the year. Your Employer places the full amount in your account and deducts equal amounts from your paycheck each pay period.

When is my FSA funded?

Your full year's contribution is available to you on the first day of the plan year, even though you pay it back through payroll deductions throughout the year. It's like an interest-free loan.

Who owns my FSA?

Your Employer. If you leave the company during the year, any unused funds are forfeited.

What expenses are eligible or ineligible for my FSA?

Eligible expenses include many out-of-pocket costs not covered by your insurance plan, including co-payments, coinsurance and prescriptions. Also costs for many healthcare products and services.

FOR MORE INFORMATION ON FSA ACCOUNTS VISIT THE
[MYAMERIFLEX PORTAL](#)

AmeriFlex, LLC-TEST
AmeriFlex COBRA Department
302 Fellowship Rd Suite 100
Mount Laurel, NJ 08054



8/26/2015

Legacy Participant & Family
123 Fake Street
Fakeville, NJ 00000

Dear Legacy Participant & Family:

We have been retained by Leslie's Test Group to serve as your COBRA compliance administrator. As a service, we are confirming your eligibility for Leslie's Test Group COBRA group health plan(s). The attached PLAN STATUS DETAIL provides a detail of your status for each plan under which you are eligible through Leslie's Test Group COBRA group health plan(s).

If your status under a plan(s) is PENDING, you must elect no later than the end of your Election Period. If you have already elected COBRA continuation coverage but have not submitted your initial premium payment, your status will also be PENDING. COBRA regulations allow you to delay your initial premium payment until the end of your Initial Premium Payment Grace Period (Initial Grace Period), which is measured from the date you elected continuation coverage and is listed on the attached PLAN STATUS DETAIL. If you have not elected, this date will be blank. In order to complete your enrollment under Leslie's Test Group COBRA group health plan(s), we must receive your initial premium payment no later than the end of your Initial Premium Payment Grace Period. This payment must include:

- 1) Payment for the period of coverage from the date of your loss of coverage due to your Qualifying Event to the date of your COBRA election;
and
- 2) Any regularly scheduled monthly premiums that become due between your election and the end of your initial premium payment grace period.

If your coverage under a plan terminated on the date of your qualifying event, your first month's premium paid may be a prorated amount of the full monthly premium.

If your status under a plan(s) is ENROLLED, you are responsible for the next premium due. Please note that if you have elected and paid for at least your first month but not paid your full initial premium (see below), your status will also be listed as ENROLLED. You must pay your full initial premium payment by the end of your Initial Premium Payment Grace Period in order to remain enrolled on the Leslie's Test Group COBRA continuation plan(s). Attached to this letter or in a separate letter, you will receive a premium payment coupon booklet. It is your responsibility to pay premiums when due. If there is a past due amount owed, this amount will be reflected in the total due on the first premium coupon. Please note that premium payments are due on the first day of each month, regardless of receipt of a premium coupon(s). To ensure proper posting of your premium payment, it is required that you return the coupon with your payment.

Your next scheduled payment, as well as any future COBRA premium payments, are due on the first of each month thereafter, and should be mailed on or before the due date. You will have a grace period for each monthly premium payment which is listed on the second page of this letter. Failure to pay any regularly scheduled COBRA premiums by the end of the premium month's grace period will terminate your participation in the Leslie's Test Group COBRA group health continuation plan(s).

The benefits for which you are eligible are fully explained in the "Summary Plan Description". This was given to all employees when they first became eligible for Leslie's Test Group employee benefits. If you need a copy of the "Summary Plan Description", please notify Leslie's Test Group Human Resources Department at (555) 555-5555 or you may contact the customer service department of your insurance carrier. Please be aware that a break in continued coverage of more than 63 days may cause a loss of coverage portability.

Premium Information for Next Payment Due on 9/1/2015:



Plan Name	Coverage Level	Status	Premium Amount
Dental Plan B	QB + Family	Enrolled	\$51.00
Leslie's Medical Plan #1	QB + Family	Enrolled	\$102.00
Total Premium for Next Payment Due on 9/1/2015:			\$153.00

Plan Name	First Day of COBRA	Last Day of COBRA	# Months of COBRA	Grace Period Days
Dental Plan B	6/26/2015	12/25/2016	18	30
Leslie's Medical Plan #1	6/26/2015	12/25/2016	18	30

Your projected COBRA premiums for up to the next 12 months, if applicable, inclusive of any employer subsidy or premium assistance under the American Recovery and Reinvestment Act of 2009, if any, are listed below. These premiums are based on current information from Leslie's Test Group and may change if plan premiums or your coverage election options change.

Projected Plan Premiums

Premium Due Date	Total Amount Owed
09/01/2015	\$153.00
10/01/2015	\$153.00
11/01/2015	\$153.00
12/01/2015	\$153.00
01/01/2016	\$153.00
02/01/2016	\$153.00
03/01/2016	\$153.00
04/01/2016	\$153.00
05/01/2016	\$153.00
06/01/2016	\$153.00
07/01/2016	\$153.00
08/01/2016	\$153.00

Completed election forms and premium payments should be remitted directly to the address below. Payment must be in the form of a check or money order. DO NOT send cash.

AmeriFlex, LLC-TEST
 AmeriFlex COBRA Department
 PO Box 2077
 Omaha, NE 68108-2077

If you have any questions regarding your coverage continuation, please contact our Customer Service Department at (888) 868-3539 during normal business hours.

Sincerely,

AmeriFlex, LLC-TEST

PREMIUM PAYMENT COUPON

Qualified Beneficiary
Participant, Legacy SSN: xxx-xx-6789 Leslie's Test Group CustID: 104 - MemberID: 47399

COBRA Premium Due
Due Date: 9/1/2015 Amount Due: \$153.00

Remit To
AmeriFlex, LLC-TEST AmeriFlex COBRA Department PO Box 2077 Omaha, NE 68108-2077



I hereby certify that any qualified beneficiaries, including myself, remain eligible for participation in Leslie's Test Group COBRA continuation plan.

Signature _____

Date _____



----- Cut Here ----- Do Not Staple -----

PREMIUM PAYMENT COUPON

Qualified Beneficiary
Participant, Legacy SSN: xxx-xx-6789 Leslie's Test Group CustID: 104 - MemberID: 47399

COBRA Premium Due
Due Date: 10/1/2015 Amount Due: \$153.00

Remit To
AmeriFlex, LLC-TEST AmeriFlex COBRA Department PO Box 2077 Omaha, NE 68108-2077

I hereby certify that any qualified beneficiaries, including myself, remain eligible for participation in Leslie's Test Group COBRA continuation plan.

Signature _____

Date _____



----- Cut Here ----- Do Not Staple -----

PREMIUM PAYMENT COUPON

Qualified Beneficiary
Participant, Legacy SSN: xxx-xx-6789 Leslie's Test Group CustID: 104 - MemberID: 47399

COBRA Premium Due
Due Date: 11/1/2015 Amount Due: \$153.00

Remit To
AmeriFlex, LLC-TEST AmeriFlex COBRA Department PO Box 2077 Omaha, NE 68108-2077

I hereby certify that any qualified beneficiaries, including myself, remain eligible for participation in Leslie's Test Group COBRA continuation plan.

Signature _____

Date _____



PREMIUM PAYMENT COUPON



Qualified Beneficiary
Participant, Legacy SSN: xxx-xx-6789 Leslie's Test Group CustID: 104 - MemberID: 47399

COBRA Premium Due
Due Date: 12/1/2015 Amount Due: \$153.00

Remit To
AmeriFlex, LLC-TEST AmeriFlex COBRA Department PO Box 2077 Omaha, NE 68108-2077

I hereby certify that any qualified beneficiaries, including myself, remain eligible for participation in Leslie's Test Group COBRA continuation plan.

Signature _____ Date _____



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PREMIUM PAYMENT COUPON

Qualified Beneficiary
Participant, Legacy SSN: xxx-xx-6789 Leslie's Test Group CustID: 104 - MemberID: 47399

COBRA Premium Due
Due Date: 1/1/2016 Amount Due: \$153.00

Remit To
AmeriFlex, LLC-TEST AmeriFlex COBRA Department PO Box 2077 Omaha, NE 68108-2077

I hereby certify that any qualified beneficiaries, including myself, remain eligible for participation in Leslie's Test Group COBRA continuation plan.

Signature _____ Date _____



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PREMIUM PAYMENT COUPON

Qualified Beneficiary
Participant, Legacy SSN: xxx-xx-6789 Leslie's Test Group CustID: 104 - MemberID: 47399

COBRA Premium Due
Due Date: 2/1/2016 Amount Due: \$153.00

Remit To
AmeriFlex, LLC-TEST AmeriFlex COBRA Department PO Box 2077 Omaha, NE 68108-2077

I hereby certify that any qualified beneficiaries, including myself, remain eligible for participation in Leslie's Test Group COBRA continuation plan.

Signature _____ Date _____



PREMIUM PAYMENT COUPON

Qualified Beneficiary
Participant, Legacy SSN: xxx-xx-6789 Leslie's Test Group CustID: 104 - MemberID: 47399

COBRA Premium Due
Due Date: 3/1/2016 Amount Due: \$153.00

Remit To
AmeriFlex, LLC-TEST AmeriFlex COBRA Department PO Box 2077 Omaha, NE 68108-2077



I hereby certify that any qualified beneficiaries, including myself, remain eligible for participation in Leslie's Test Group COBRA continuation plan.

Signature _____ Date _____



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PREMIUM PAYMENT COUPON

Qualified Beneficiary
Participant, Legacy SSN: xxx-xx-6789 Leslie's Test Group CustID: 104 - MemberID: 47399

COBRA Premium Due
Due Date: 4/1/2016 Amount Due: \$153.00

Remit To
AmeriFlex, LLC-TEST AmeriFlex COBRA Department PO Box 2077 Omaha, NE 68108-2077

I hereby certify that any qualified beneficiaries, including myself, remain eligible for participation in Leslie's Test Group COBRA continuation plan.

Signature _____ Date _____



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PREMIUM PAYMENT COUPON

Qualified Beneficiary
Participant, Legacy SSN: xxx-xx-6789 Leslie's Test Group CustID: 104 - MemberID: 47399

COBRA Premium Due
Due Date: 5/1/2016 Amount Due: \$153.00

Remit To
AmeriFlex, LLC-TEST AmeriFlex COBRA Department PO Box 2077 Omaha, NE 68108-2077

I hereby certify that any qualified beneficiaries, including myself, remain eligible for participation in Leslie's Test Group COBRA continuation plan.

Signature _____ Date _____



PREMIUM PAYMENT COUPON

Qualified Beneficiary
Participant, Legacy SSN: xxx-xx-6789 Leslie's Test Group CustID: 104 - MemberID: 47399

COBRA Premium Due
Due Date: 6/1/2016 Amount Due: \$153.00

Remit To
AmeriFlex, LLC-TEST AmeriFlex COBRA Department PO Box 2077 Omaha, NE 68108-2077



I hereby certify that any qualified beneficiaries, including myself, remain eligible for participation in Leslie's Test Group COBRA continuation plan.

Signature _____ Date _____



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PREMIUM PAYMENT COUPON

Qualified Beneficiary
Participant, Legacy SSN: xxx-xx-6789 Leslie's Test Group CustID: 104 - MemberID: 47399

COBRA Premium Due
Due Date: 7/1/2016 Amount Due: \$153.00

Remit To
AmeriFlex, LLC-TEST AmeriFlex COBRA Department PO Box 2077 Omaha, NE 68108-2077

I hereby certify that any qualified beneficiaries, including myself, remain eligible for participation in Leslie's Test Group COBRA continuation plan.

Signature _____ Date _____



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PREMIUM PAYMENT COUPON

Qualified Beneficiary
Participant, Legacy SSN: xxx-xx-6789 Leslie's Test Group CustID: 104 - MemberID: 47399

COBRA Premium Due
Due Date: 8/1/2016 Amount Due: \$153.00

Remit To
AmeriFlex, LLC-TEST AmeriFlex COBRA Department PO Box 2077 Omaha, NE 68108-2077

I hereby certify that any qualified beneficiaries, including myself, remain eligible for participation in Leslie's Test Group COBRA continuation plan.

Signature _____ Date _____





COBRA Qualifying Event Submission

Instructions

1. This form must be submitted within 30 days of the qualifying event to ensure timely notification of COBRA rights.
 2. Complete one (1) form per Qualified Beneficiary. (Please do not use this form for any existing COBRA participants.)
 3. Please confirm that this event has been accurately submitted and entered. Report any discrepancies immediately.
- Note:** This form must still be submitted, even if the plan member informs you that COBRA is not requested.

Employer Information

Company Name: _____ Date: _____
 Your Name: _____ Email: _____

Qualified Beneficiary (QB) Information

QB Name: _____
Salutation First Name MI Last Name
 QB SSN: _____ Individual ID: _____ Email: _____
 Address: _____
 City: _____ State: _____ Zip+4: _____ Phone: _____
 Gender: M F DOB: _____ Tobacco Use: Yes No
 Employee Type: _____ Payroll Type: _____

Qualifying Event (QE) Information

Category: Employee Dependent Event Type Description (i.e., term or divorce): _____
 QE Date: _____ Original Enrollment Date: _____

If the QB is NOT the Employee, please complete this section

Employee: _____ SSN: _____ Relation: Spouse Parent
 Is this a second qualifying event of a current QB? Yes No If YES, date of first qualifying event: _____

Please check all plans the QB enrolled in:

Medical	EE <input type="checkbox"/>	EE+SP <input type="checkbox"/>	EE+CH <input type="checkbox"/>	EE+CHILDREN <input type="checkbox"/>	FAMILY <input type="checkbox"/>	EE+1 <input type="checkbox"/>	EE+2 <input type="checkbox"/>	Plan Name: _____
Dental	EE <input type="checkbox"/>	EE+SP <input type="checkbox"/>	EE+CH <input type="checkbox"/>	EE+CHILDREN <input type="checkbox"/>	FAMILY <input type="checkbox"/>	EE+1 <input type="checkbox"/>	EE+2 <input type="checkbox"/>	Plan Name: _____
Vision	EE <input type="checkbox"/>	EE+SP <input type="checkbox"/>	EE+CH <input type="checkbox"/>	EE+CHILDREN <input type="checkbox"/>	FAMILY <input type="checkbox"/>	EE+1 <input type="checkbox"/>	EE+2 <input type="checkbox"/>	Plan Name: _____
EAP	EE <input type="checkbox"/>	EE+SP <input type="checkbox"/>	EE+CH <input type="checkbox"/>	EE+CHILDREN <input type="checkbox"/>	FAMILY <input type="checkbox"/>	EE+1 <input type="checkbox"/>	EE+2 <input type="checkbox"/>	Plan Name: _____
Pharmacy	EE <input type="checkbox"/>	EE+SP <input type="checkbox"/>	EE+CH <input type="checkbox"/>	EE+CHILDREN <input type="checkbox"/>	FAMILY <input type="checkbox"/>	EE+1 <input type="checkbox"/>	EE+2 <input type="checkbox"/>	Plan Name: _____

Flex Monthly Contribution: _____ Other: _____

Dependent Information If QB Is Currently Enrolled with Dependent Coverage

Spouse: _____ SSN: _____ Gender: M F DOB: _____ Enrolled: _____
 Child: _____ SSN: _____ Gender: M F DOB: _____ Enrolled: _____
 Child: _____ SSN: _____ Gender: M F DOB: _____ Enrolled: _____
 Child: _____ SSN: _____ Gender: M F DOB: _____ Enrolled: _____
 Address if different from QB: _____

Send mail, email, or fax completed form to:

Ameriflex 7 Carnegie Plaza, Suite 200, Cherry Hill, NJ 08003 Attn: COBRA Department
Email: COBRA@myameriflex.com **Fax:** 609.257.0136



TOLL FREE: 888.868.FLEX (3539) myameriflex.com

EXHIBIT



Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

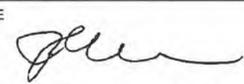
PRODUCER Hays Companies of Denver 1125 17th Street Suite 400 Denver, CO 80202	1-720-279-3400	CONTACT NAME: Denver Certs PHONE (A/C No. Ext): 720.279.3400 E-MAIL ADDRESS: denvercerts@hayscompanies.com	FAX (A/C No): 720.279.3401
INSURED Interflex Payments LLC dba Ameriflex 2508 Highlander Way Suite 200 Carrollton, TX 75006		INSURER(S) AFFORDING COVERAGE	
		INSURER A: GREAT AMER INS CO	NAIC # 16691
		INSURER B: NAVIGATORS SPECIALTY INS CO	36056
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 54596999 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	\$5M Excess			MPX1751620	11/15/18	11/15/19	Each Claim/Agg. 5,000,000
B	Errors & Omissions			DN18PLIOA3F6RNC	11/15/18	11/15/19	Each Claim/Agg. 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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