

Contract Routing Sheet

All contracts must be reviewed and approved by City Administrator and City Attorney and approved at a Mayor and Council meeting, before the Mayor will sign and execute.

Checklist for Contracts:

1. Bid Awards/Contracts must be placed on agenda for approval by City Council.
Sample wording: Approval of Bid Award for Architectural and Civil/Site Design, New Adult Recreation Building at Church Street, RFQ#6-018 to LDDI for \$000,0000 and authorize the Mayor to sign and execute contract.
2. Following bid/award/contract approval, and/or review by project managers, contract must be submitted to City Clerk. City Clerk will log in contract and forward to City Administrator. Following his review, contract will be forwarded to City Attorney for review and signature of approval. If City Attorney has composed contract and/or approved during agenda process, he must still sign for approval on Contract Routing Sheet.
3. City Attorney will review and sign Contract Routing Sheet showing his approval. City Attorney should return contract and Routing Sheet to City Clerk and City Clerk will pass on to Mayor after recording contract has been received and approved.
4. Mayor will sign contract only after City Attorney's review and signature of approval.
5. City Clerk will forward contract to Contractor/Owner and copies to responsible department head and/or City Administrator. Original contract will be kept in City Clerk's office.
6. Contract Routing Sheet must be kept with contract through entire process and filed with contract in City Clerk's Office.

Name of Contractor/Owner: Wage Works

Date Approved by City Council: 5-17-2017
(Agenda or Minutes to be included)

Project Manager Review: Yes ✓ No Name: Kep Belick

Date sent to City Administrator: 5/4/2017

Signature of City Administrator: Tammie Siddle Jones
Signature of Content Review - City Administrator

Date sent to City Attorney: 5-4-2017

Signature of City Attorney: [Signature]

Signature of Legal-As to Form Approval - City Attorney

Date Contract received from City Attorney
And forwarded to Mayor for signature: _____

Additional Comments:

Kay Bolick

From: FlexPlan <Flexplan@glic.com>
Sent: Wednesday, April 26, 2017 12:21 AM
Subject: Important Information regarding your Guardian FlexPlan
Importance: High

Dear Employer,

As part of Guardian's ongoing strategy to align our efforts with core business competencies, FlexPlan – our Flexible Spending Accounts (FSA) administrative service offering to Guardian customers – will no longer be available after June 2017. You will instead have the opportunity to transition to WageWorks, a leading provider of Consumer-Directed Benefits, for to FSA administration. WageWorks and Guardian are working closely to ensure a smooth transition for you and your employees.

The WageWorks Advantage

WageWorks is solely dedicated to administering CDBs, including pre-tax spending accounts, such as Health Savings Accounts (HSAs), health and dependent care Flexible Spending Accounts (FSAs), Health Reimbursement Arrangements (HRAs), as well as Commuter Benefit Services, including transit and parking programs, wellness programs, COBRA, and other employee benefits. WageWorks makes it easier to understand and take advantage of Consumer-Directed Benefits for approximately 100,000 employers and approximately 6.5 million people. WageWorks offers a variety of exciting features to enhance your employees' experience and simplify your plan management, including:

- Daily claims reimbursement
- Enhanced on-demand reporting
- Expanded employee claim and payment features
- Cutting-edge mobile capabilities
- Industry-leading customer service and client services support

Transition Details

Your contract with Guardian will end June 30, 2017, and we would invite you to transition your FSA to WageWorks effective July 1, 2017.

Please visit our online portal to access transition resources and get started with WageWorks.

For additional questions, you may utilize one of the following support options:

- Send an email to Guardian: flexplan@glic.com
- Call Guardian: **Contact your Account Service team**
- Visit our online portal: www.wageworks.com/guardian

We look forward to working with you and your employees during this exciting transition from Guardian to WageWorks.

Guardian Life Insurance Company of America
Flex Plan Department
6255 Sterners Way
Bethlehem, PA 18017
Toll Free (866) 359-4542
Fax (610) 807-8830
www.guardianflexplan.com



ORDER FORM

Client:

City Of Smyrna
2800 King Street
Smyrna, GA 30080

Effective Date: 7/1/2017
End Date: 6/30/2020

Payment Method: ACH Debit
Payment Terms: Net 30 days
Service Charge on Overdue Amounts: 2% Per Month

Terms and Conditions:

- This Order Form is subject to WageWorks' General Terms and Conditions of Service that may be viewed at <https://www.wageworks.com/employers/terms-and-conditions.aspx>, and all terms defined therein shall have the same meaning in this Order Form unless otherwise specified herein.
- *This Order Form shall be effective as of 7/1/2017, unless this Order Form is rejected by WageWorks (e.g., the Order Form is incomplete or does not match our records). Billing shall commence upon start of Service(s).
- Funding: Client shall provide all Funding pursuant to the terms and conditions set forth in the Funding Profile that is incorporated herein by reference.

Client ACH Debit Authorization – Payment of Fees:

| | |
|-----------------------------|---|
| Bank Name: | SunTrust |
| Bank Address: | P.O. Box 305183, Nashville, TN 37230-5183 |
| ABA Routing No. (9 digits): | 061000104 |
| Direct Deposit Account No: | 1000099077553 |
| Finance Contact Email: | krobinson@Smyrnaga.gov |

Service – Flexible Spending Account (FSA):

Monthly Administrative Service Fees

- Year 1: \$0.00 per participant per month (PPPM), subject to a monthly minimum of \$0.00
- Years 2-3: \$3.75 per participant per month (PPPM), subject to a monthly minimum of \$0.00

FUNDING PROFILE

FSA Funding:

- *Funding Payment Method:* ACH Debit
- *Ongoing Required Funding:* Each business day, WageWorks shall provide an invoice to Client via email for all purchases, payments, and reimbursements made under the flexible spending accounts during the applicable invoice period set forth below:

| Invoice Period | Invoice Date | Funding Payment Due Date |
|-----------------------------|--------------|--------------------------|
| Monday | Tuesday | Wednesday |
| Tuesday | Wednesday | Thursday |
| Wednesday | Thursday | Friday |
| Thursday | Friday | Monday |
| Friday, Saturday and Sunday | Monday | Tuesday |

- *Reconciliation:* At the completion of each Plan year, the remaining Funding shall be reconciled and returned to Client (less any amounts owed to WageWorks) as soon as administratively practicable, but in no event later than ninety (90) days after the completion of any Run-out Period and any ancillary manual claims settlement.
- *Reporting:* A comprehensive suite of Funding reports is available for download via WageWorks' website.
- *Payment Term:* Net 1 day(s) from the date of invoice.

Additional Terms:

- Service Charge on Overdue Amounts: 2% Per Month
- If notified by WageWorks of insufficient Funding, Client shall provide additional Funding to WageWorks within one (1) business day via electronic funds transfer.

Client ACH Debit Authorization – Payment of Funding:

| | |
|----------------------------|----------------------|
| Bank Name | SunTrust |
| Bank Address | Nashville, TN |
| ABA Routing No. (9 digits) | 061000104 |
| Direct Deposit Account No. | 1000099077553 |
| Finance Contact Email | krdbnson@smynaga.gov |

Signature:

Email: kbolick@smynaga.gov

Title:

Company:

WageWorks Flexible Spending

Account (FSA) Services

I. CLIENT'S RESPONSIBILITIES

You are the plan administrator and the claims fiduciary as described under ERISA and the Internal Revenue Code. As such, only you have the power to waive, alter, breach or modify any of the terms and conditions of the flexible spending account plan ("Plan"), and you exercise all discretion, control or authority with respect to the disposition of the available benefits. As such, you shall:

- a. Ensure that the summary plan descriptions, plan documents and any other documentation relating to the Plan are appropriately completed, are in compliance with FSA requirements and all applicable law, and are appropriately and timely adopted.
- b. Provide us with a complete copy of all summary plan descriptions and plan documents for our reference in connection with the provision of Services.
- c. Distribute summary plan descriptions, summaries of material modifications and any other plan documentation to participants on a timely basis.
- d. Determine which individuals are eligible to participate in your Plan and provide us with accurate and complete initial enrollment and eligibility data in the prescribed electronic data file format.
- e. Provide accurate and timely changes to participant enrollment and eligibility data, including, but not limited to, information that modifies a participant's eligibility, status or election under the Plan, leaves of absence and terminations, in the prescribed electronic data file format.
- f. Ensure that your medical plan carriers and/or payroll data processor provide timely, accurate and complete data files in the prescribed electronic data file format and method specified by us.
- g. Correct all errors in any data, files or other materials provided to us by you or on your behalf by your third party service providers (e.g., carriers). We do not audit data, files or other information provided by you or your third party service providers.
- h. Execute a Funding Agreement and provide all funding required to cover all payments (e.g., FSA claim reimbursements, payment requests and card transactions) made under the Plan in accordance with the Funding Agreement. We shall not be obligated to issue any payments in the absence of an executed Funding Agreement. You have the sole responsibility and obligation to provide us with all required funding.
- i. Timely pay all service fees.
- j. Provide participants with any required information if you elect to offer Grace Period under your Plan. "Grace Period" is the amount of time (but no more than 2-1/2 months) following

the close of a Plan year during which a participant may incur eligible expenses that may be applied against any balance that remains in the participant's account for the immediately preceding Plan year before any expenses are applied to the participant's account for the current Plan year (i.e., the Plan year in which the expense is incurred), if the participant has enrolled for the current Plan year.

k. Provide participants with any required information if you elect to offer Carryover under your Plan.

l. Provide participants with any required information if you elect to offer Run-Out under your Plan. "Run-Out" is the period after the close of a Plan year during which a participant may submit claims for eligible expenses incurred during the immediately preceding Plan year.

m. As claims fiduciary, process the second level and/or any final appeal of any claim for benefits.

n. Manage access to the employer portal of our website by your personnel based upon your internal confidentiality and HIPAA privacy policies and procedures.

o. Comply with all applicable laws (e.g., HIPAA, COBRA and ERISA) with respect to your Plan and make any required filings with the appropriate governmental agencies, including the DOL and the IRS.

II. WAGeworks' RESPONSIBILITIES

We have been engaged by you to provide certain administration services in connection with your Plan(s). Accordingly, you have authorized us to use our standard procedures for the provision of services that have been designed to ensure that the administration of your Plan is in compliance with ERISA and all other applicable regulations. We shall provide our services in accordance with the framework of policies, interpretations, rules, practices and procedures as set forth in the Plan documents, and as otherwise mutually agreed upon or as directed by you. We shall:

a. If applicable, provide template summary plan descriptions and plan documents for your review, completion and adoption.

b. Provide you with a set of electronic file specifications for the delivery of data to us.

c. Process initial and ongoing enrollment and eligibility data files submitted by you in the prescribed electronic data file format.

d. Process enrollment data and benefit elections submitted by participants directly through proper methods (e.g., our website)

e. Process data files received from your medical plan carriers and/or payroll data processor in the format and method specified by us.

f. Administer all funding provided you pursuant to the terms of the Funding Agreement.

g. Process claims received from participants.

- h. Process the first appeal of a claim.
- i. Issue payments via the following methods:
- Bill Payments Services - We issue payments for FSA-eligible expenses on behalf of a participant through either check or other electronic fund transfer directly to the health care or dependent care provider.
 - Reimbursement Services - We issue a reimbursement payment for FSA-eligible expenses through either check or direct deposit to the participant.
 - Card Payment Processing – We process debit card transactions and authorize payments made directly to approved payees (e.g., health care providers, drugstores or qualifying merchants) via the debit card.
- j. Administer Grace Period, if applicable, subject to ongoing payment of service fees.
- k. Administer Carryover, if applicable, subject to ongoing payment of service fees.
- l. Administer Run-Out, if applicable, subject to ongoing payment of service fees.
- m. Provide you with access to our website where you may:
- View and download standard reports (e.g., summary of expenditures claimed by participants, the total number of participants in the Plan, the total amount of benefits paid or reimbursed for each FSA)
 - View individual participant FSA transactions
 - Access to our online communications gateway and download standard electronic communication material at no additional charge. Customized items may be provided for an additional fee, plus charges for applicable bulk sales, taxes, shipping and handling.
- n. Provide you with a client services representative to answer phone or email inquiries by your staff regarding any service matters during the period of 8:00 a.m. (ET) to 8:00 p.m. (ET), Monday through Friday, excluding holidays and other non-business days.
- o. Provide customer service representatives who are available to answer participant phone calls during the period of 8:00 AM ET to 8:00 PM ET, Monday through Friday, excluding holidays and other non-business days.
- p. Provide participants with 24/7 access (excluding scheduled maintenance) to our website and our interactive voice response phone system, where participants can access information regarding their FSAs.
- q. Participate in enrollment meetings and benefits fairs for an additional charge.
- r. Add your logo and/or name on the participant website upon request.