

PROFESSIONAL SERVICES AGREEMENT
 with APPLICATION SOFTWARE, INC.
 for Health Flex Spending, Dependent Care Assistance, COBRA
 Billing, Retiree Billing and Direct Bill Services (RFP 24-21)

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and APPLICATION SOFTWARE, INC., a Missouri Corporation, authorized to do business in the State of Arizona, ("Consultant") as of the 1st day of July, 2024 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Scope of Work (the "SOW");
- B. City desires to retain the professional services of Consultant to develop, create, make, generate, supply, deliver, provide and/or perform the specific benefits, services, tasks, activities, expertise, etc. as set forth in the Scope of Work; and
- C. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure all portions, tasks, activities and specifications of the SOW (the "Services") are completed timely and efficiently consistent with the SOW's requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the SOW such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the perform the SOW by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the perform the SOW by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to perform the SOW who have been approved by City without City's prior written consent unless that person leaves the employment

of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the completion of the SOW.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain Service.
- (2) Consultant will remain fully responsible for Subcontractor's Services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the SOW is completed on time and in a cost- efficient manner. The Services, including any interim milestones, shall be completed in accordance with the schedule contained in **Exhibit A**.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the SOW and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City ("Coordinating Professionals").
- b. Consultant will meet to review the Services to be provided in the SOW, Schedule and in-progress work with Coordinating Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and SOW completion.
- c. For projects not involving Coordinating Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the SOW.

3.5 Work Product.

- a. **Ownership.** Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. **Delivery.** Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. **City Use.**
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation.**

- 4.1 Compensation. Consultant's compensation for the Services, including those furnished by its Subconsultants or Subcontractors will not exceed \$200,000 as specifically detailed in **Exhibit B** ("Compensation").
- 4.2 Change in Scope of Work. The Compensation may be equitably adjusted if the original SOW is significantly modified, but only as provided below.
 - a. Adjustments to the SOW, including adding any additional Services or any change in the amount of Compensation available hereunder, require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the original SOW contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified in Section 4.1 above.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the City will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

- a. Commercial General Liability (CGL). Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- d. Worker's Compensation. Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the SOW and/or Services.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
 - c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.
 - 8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:
 - a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Services as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
 - b. For any claims related to the SOW and/or Services, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
 - 8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
 - 8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
 - 8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

- 8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.
9. **E-verify, Records and Audits**. To the extent applicable under A.R.S. § 41-4401, the Consultant warrants their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel**. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Uyghur Forced Labor Prevention Act (UFLPA)**. Consultant certifies that it does not currently, and during the term of this Agreement, will not use:
- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
12. **Attestation of PCI Compliance**. When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.
13. **Notices**.
- 13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the SOW and/or Services, and his or her address for Notice delivery is:

APPLICATION SOFTWARE, INC.
201 W. Broadway, #4C
Columbia, MO 65203
573-777-5631
asorber@asiflex.com

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Vicki Moss
5850 W. Glendale Ave
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the SOW or Services.

15. Entire Agreement; Survival; Counterparts; Signatures.

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the SOW or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the SOW, or the earlier termination of this Agreement.

15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed during the Agreement extension period and will be a determining factor for any extension. There are no automatic extensions or renewals of this Agreement.

16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any extensions, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>

19. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Scope of Work
Exhibit B	Compensation

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

APPLICATION SOFTWARE, INC.,
a Missouri Corporation

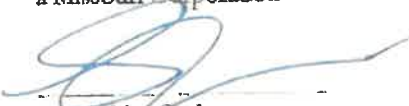

By: Ashlee Sorber
Its: VP & General Counsel

EXHIBIT A
Professional Services Agreement

SCOPE OF WORK

Application Software, Inc., shall provide and deliver Health Flex Spending, Dependent Care Assistance, COBRA Billing, Retiree Billing and Direct Bill Services as per attached RFP 24-21 Scope of Work .



CITY OF GLENDALE PROCUREMENT DIVISION REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 24-21

ONLINE BID NUMBER: 42400020

TITLE: HEALTH FLEX SPENDING, DEPENDENT CARE ASSISTANCE, COBRA BILLING, RETIREE BILLING AND DIRECT BILL SERVICES

PUBLISHED DATE: NOVEMBER 1, 2023

PRE-OFFER CONFERENCE: **November 7, 2023, 9:00 AM Local Time**
An ONLINE pre-offer conference will be held on November 7, 2023, at 9:00 AM local time. To join the meeting from your computer, tablet or smartphone, [Click here to join the meeting](#)
Meeting ID: 253 102 535 018
Passcode: WjtwPF
[Download Teams](#) | [Join on the web](#)
Or call in (audio only)
[+1 480-500-1194, 624/72613#](#) United States, Phoenix
Phone Conference ID: 624 772 613#
Attendance is NOT required but strongly encouraged.

OFFER DUE: **November 22, 2023, 2:00 PM Local Time**
Offer Submission Through [Vendor Self-Service \(VSS\) Online Bid System](#).
NOTE: *This is a sealed proposal process requiring proposals to be submitted before the date/time shown above. If errors occur when submitting through VSS, email or call using contact information below.*

CONTACT: Charlene Carpenter, Procurement Officer
Purchasing-Procurement Division
623-930-2865
ccarpenter@glendaleaz.com

Proposals shall be opened using the City's electronic bidding system on the specified due time and date identified herein. All information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

The [Vendor Self-Service - Vendor Registration Guide](#) provides detailed instructions for registration for both new and existing vendors.



City of Glendale
Solicitation Number: RFP 24-21 / 42400020
HEALTH FLEX SPENDING, DEPENDENT CARE
ASSISTANCE, COBRA AND RETIREE BILLING

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

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Required Submittal Documents

1. **Response Workbook** – To be completed by Offeror and submitted as their response.
2. **Pricing Workbook** – To be completed by Offeror and submitted as their response.



City of Glendale
Solicitation Number: RFP 24-21 / 42400020
HEALTH FLEX SPENDING, DEPENDENT CARE
ASSISTANCE, COBRA AND RETIREE BILLING

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

1. INTRODUCTION

The City of Glendale, Arizona ("City") Human Resources Department is seeking proposals for a Flexible Spending Account (FSA) and Dependent Care Assistance Program (DCAP) Administrator and Third-Party Retiree Billing Services Administrator.

Employee participation in both the FSA and DCAP programs is entirely voluntary and offered to regular-status employees working 30 hours per week or more. The FSA program consists of a dependent care assistance plan that runs calendar year and a health care reimbursement plan that runs concurrent with the City's fiscal year, July 1st to June 30th. The successful bidder should be prepared to take over administration of the City's FSA program during the annual open enrollment conducted from mid-May to mid-June for a July 1st, 2024, effective date.

City of Glendale Employees	1918
FSA Participants	367
DCAP Participants	22
Participants in Both FSA & DCAP	9
TOTAL Active	380

The City has a grandfathered population of retirees who are covered under health, dental, vision and life insurance. We currently have approximately 650 retirees who are participating in this program. The City may, at its discretion, open this program up to future retirees.

Retirees electing such coverage are responsible for the full premium minus any subsidy they may receive from the Arizona City Retirement System (A.S.R.S.). The retiree may cover dependents as well and is also responsible for their full premium cost.

The third-party administrator will bill retirees for appropriate premiums and will then remits collected premiums to the City for distribution to appropriate benefit providers. The third-party administrator will coordinate with the City's Retiree Health Reimbursement Account vendor for payment of retiree premiums to ensure accurate retiree billing, premium collection from various sources, and accurate premium payment and reporting plus reconciliation of premium collected with billing for various benefit providers.

In addition, the City offers its employees the option to pay for their health insurance when they are on an extended medical leave of absences for up to one (1) year, at which time their employment is terminated and they move to COBRA. During the medical leave of absence, employees pay the same rate as an active employee would pay. This number could range anywhere from 1-25 employees annually.



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2. SCOPE OF WORK

Current FSA Benefit requirements include:

- Employees contribute up to the IRS maximum of annually to the health care account.
- Employees contribute up to the IRs maximum annually to dependent care accounts.
- Employees have the option of either a manual claims submission process or a point-of-purchase reimbursement through a debit card;
- Direct deposit for manual claims reimbursements;
- Employees have up to 90 days after the end of the plan year to file claims;
- Internet access to all participants for the Health Care Reimbursement and/or Dependent Care accounts to review their claim status, balances, etc.

Contractor requirements:

- Prepare and furnish eligible employees with communications material for enrollment purposes that define all covered expenses, limitations and exclusions, procedures for filing claims, and reimbursement procedures.
Maintain central claims and membership files and records of claims reimbursements for each covered member
- Furnish periodic statements and notices to participants reflecting their account balances; and provide participants with easy access during the plan year to their account balances, claims status, and claims reimbursement via website.
- Provide participants with access to customer service representatives who will answer participants' questions concerning how the plans work and any questions concerning their accounts. Provide a toll-free customer service number for participants.
- Direct deposit of reimbursements in participant bank accounts (as an option if participants request this service).
- Provide initial FSA Debit card free of charge.
- Provide quarterly and year-end statement reporting of account balance to participants.
- Provide monthly management reports to the City.
- Provide a HIPAA-secured website to transmit or receive information.
- Develop and distribute a Plan Document/SPD for the Flexible Spending Account Program.
- Perform nondiscrimination testing per IRS Code Section 125 on an annual basis.
- Provide an administrative manual and supply employer with enrollment forms and all brochures and literature regarding the FSA programs as part of the cost of administering the program.
- Provide manual and debit card point-of-service options for claims reimbursement.



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- Provide internet access to participants for Health Care Reimbursement and/or Dependent Care Accounts to review claims status, balances, etc.
- Respond promptly and accurately to all claim inquiries and advise the City on resolution of matters of claims disputes.
- Provide On-site enrollment meetings at no additional charge.

COBRA Benefit requirements include:

- Initial notification letters to newly-covered employees.
- Initial notification letters to newly-covered dependents.
- Continuation election forms.
- Processing of elections.
- Premium billing notices.
- Late-premium- due notifications.
- Cancellation notices.
- 60-day notice of end of Election Period.
- 45-day notice of Termination for Non-Payment after Election.
- Provide Non-Sufficient Funds Notice.
- Provide appropriate notifications, including, but not limited to: Cancellation, Late-premium due, expiration of COBRA rights, early termination, term for non-payment, conversion, etc, Notices sent by first class mail with proof of mailing. Notify participant of termination for non-payment of premium.
- Receipt and maintenance of rejected forms.
- COBRA participant monthly premium billing, collection, and reconciliation.
- Maintenance of all COBRA eligibility.
- Tracking and record keeping of time-sensitive dates.
- Compliance support.
- Notification of premium rate changes.
- Reporting.
- Complaint Resolution.
- Provide customer services to participants, employees and dependents who elect coverage or are continuing coverage.
- Open Enrollment.
- Data Import/Export

The Offeror will help the City comply with Federal requirements under COBRA and any future City continuation laws (none are known at the time of this RFP) that are more favorable to qualified beneficiaries. The City currently provides the minimum length of continuation allowed by COBRA and allows a 30-day grace period for payment of the full payment amount due.



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The Offeror will:

- Initially notify qualified beneficiaries of their continuation rights on termination of coverage, provide the beneficiary an enrollment opportunity, and specify the monthly premium required to continue their current coverage under the plan.
- Generate notices automatically using data received from indicative data feeds.
- Distribute COBRA notices and election forms within 10 business days of notification of event.
- Enroll participants noting COBRA coverage and provide qualified beneficiaries the ability to enroll on-line.
- Provide an open enrollment opportunity annually.
- Calculate COBRA premium amounts to be billed.
- Collect checks (payments), deposit checks and transfer funds.
- Apply payments to the oldest outstanding amount.
- Generate follow-up letters to participants if payment is insufficient or not received.
- Flag payments not meeting monthly COBRA requirements and send notice with return of premium.
- Carrier eligibility updates
- Do not report to the carriers as paid any participant that did not remit their required contribution/payment amount.
- Return collected premiums (payments) to the City including the 2% administration fee; and reporting that ties to the collection of premiums.
- Determine cancellation dates due to nonpayment or expiration of coverage.
- Send termination notice and explanation if coverage is canceled before COBRA period ends.
- Administer annual open enrollment and process ongoing life event changes for COBRA participants.
- Begin billing qualified beneficiaries monthly following proper election notification and collect the amounts due for coverage under the plans from qualified beneficiaries. A 30-day grace period is allowed for payment of the amount due.
- Furnish the City COBRA eligibility and Payment Status report (a monthly report of all qualified beneficiaries for whom coverage is continued, including such information as name, employee ID, date of birth, effective date of coverage, coverage and benefit information, amount and dates of payments made, date through which premium paid, current coverage status, "single", "family", i.e. employee with or without spouse, dependents, etc.
- Continue billing the eligible, qualified, beneficiaries monthly using individual billing dates based on their coverage effective dates, in accordance with the Offerors regular business practice.
- Based on the information furnished on the enrollment form, certify to the City that enrollees are eligible under the plans selected for claims handling and other purposes on the effective date and include them in the appropriate reports.



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1. Furnish the City with file of enrollees monthly for use in advising qualified beneficiaries of specific plan revisions, rate changes, etc.
2. Notify qualified beneficiaries of additional continuation rights that may occur due to changes in status during their continuation period.
3. Continuously monitor the qualified beneficiaries' eligibility to ensure continuation of coverage should not have terminated by reason of coverage under another group plan or by becoming eligible for Medicare.
4. Not accept premium amounts remitted by enrollees that are less than the amount due unless the payment falls within the 10% or \$50 rule.
5. Remit to the City the premium amounts collected with appropriate reporting for audit control purposes.

Contractor Retiree/Direct Bill benefit requirements include:

- Sending correspondence to each retiree/direct bill recipient describing their role in the administration of the Plan, billing and collection process, acceptable payment methods, and customer contact information, and any other information requested by the City.
- Forwarding to each retiree/direct bill recipient a monthly bill for their share of the cost of his or her insurance coverage for the ensuing month and sending monthly late notices to any retiree who fails to timely remit the monies due under any such bill.
- Collecting from retiree/direct bill recipient the monies billed for and forwarding all the monies collected to the City with appropriate instructions to pay insurance carriers and any other providers of retiree coverage.
- Notify the City should a retiree/direct bill recipient fail to make any premium payment for insurance coverage that they are receiving by the deadline for same.
- Coordinate with the current Retiree Health Reimbursement Account vendor to accept payments from those accounts for retiree premiums if applicable.
- Provide the City with timely responses to questions or concerns.
- Carrier eligibility updates

3. HOW WE CHOOSE

a. SCORING RESPONSES:

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 20% Experience, proven performance, and qualifications
- 30% Method of Approach for FSA, COBRA, Retiree and Direct Billing Administration
- 15% Capacity of Offeror
- 20% Reporting Services (Employer, Participant, Participant Online Access)
- 15% Cost



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- b. **TYPE OF AWARD:** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.
- c. **LENGTH OF CONTRACT:** The City will award for an initial one (1) year with four (4) additional one-year renewal options.
- d. **EVALUATION PANEL:** Submittals will be evaluated by a panel based on the Cityd criteria and are responsible for selecting the proposal that is most advantageous to the City.
- e. **PANEL CONTACT:** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- f. **INTERVIEWS:** City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.
- g. **ADDITIONAL INVESTIGATIONS:** City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.
- h. **BEST AND FINAL OFFERS:** City may request best and final offers and will determine the scope and subject of any best and final request.
- i. **PROPOSAL EVALUATION:** City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.
- j. **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD:** Information about the recommended award for this solicitation will be posted here and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. Information and instructions on how to file a protest can be found here.
- k. **WITHDRAWAL OF PROPOSAL:** Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City's online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.



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- l. OFFER ERRORS OMISSIONS AND CORRECTIONS:** City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.
- m. COMPETITIVE NEGOTIATIONS:** City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.
- n. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS:** City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

- o. PROPRIETARY INFORMATION** Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.



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Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

4. SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

Checklist for Submitting Proposal		Complete (✓)
Submission Requirements		
OFFER SHEET (Response Workbook) Offeror Name Offeror Address		
1. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS (20%)		
2. METHOD OF APPROACH FOR FSA, COBRA, RETIREE AND DIRECT BILLING ADMINISTRATION (30%)		
3. CAPACITY OF OFFEROR (15%)		
4. REPORTING SERVICES (EMPLOYER, PARTICIPANT, PARTICIPANT ONLINE ACCESS) (20%)		
5. COST (15%)		
COMPLETED PRICING WORKBOOK		
ADDENDUM RESPONSES (if applicable)		



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Return of Offer

- Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal.

5. SUBMISSION REQUIREMENTS

The proposal is every element of your response to this RFP. For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.

a. EXPERIENCE AND QUALIFICATIONS

Provide a brief description of your firm's qualifications and experience that demonstrates its capability to provide the scope of services described in Scope of Desired Services. Include a statement describing the firm's analytic capacity and resources such as staff size and national experts, if applicable, that would be available to the City.

Provide a brief description of how your firm added value to a client's program as the result of an innovative option developed/recommended by your firm.

Provide a brief resume for each individual identified that will be assigned to work on this project, their role, their business location and specific qualifications and experience with similar projects.



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b. METHOD OF APPROACH

- Provide a description of your billing system, including the platform, development (purchased or developed internally), recent enhancements, planned enhancements, etc.
- Provide a description of your management reporting capabilities and provide copies of standard management reports and available ad hoc reports.
- Provide detailed descriptions of your service delivery model(s). You may use flowcharts. Responses should include the following:
 - i. Continuant services to include telephone and online support as well as mailing of invoices, collection and handling of premiums.
 - ii. Turnaround time for posting of premiums and reporting to employer changes and additions.
- Provide a sample of a retiree invoice.
- Provide a menu of service fees for taking over administration and billing for retiree coverage.
- Do you have online or internet capabilities for retirees, plan sponsor and insurance carriers to access eligibility information, participant payment history, administrative activities and related reports?
- If your system allows retiree participants to schedule payments by electronic draft, direct deposit or other automatic mechanism, please describe.
- For implementation can your system accept data from current carrier to populate your database? If so, what format will be required? If manually loaded, what is the fee if any? Please send your implementation check list and timeline.
- Please advise if your system has the capability to accommodate various retiree premium payment structures that the City currently has in place. There are currently four benefits (medical, dental, vision and life insurance) with three different rate structures (retiree only, retiree + one and retiree + family)

c. REFERENCES

Consultant shall provide references that include the name, address and telephone number for five (5) clients for whom services have been performed that are similar to those described in this solicitation for consulting services.

d. CONSULTING FEE

The consultant shall prepare a total fee statement for the service requested as stated in Scope of Desired Services. The fee shall be a fixed fee and cover the project in its entirety. Please address how this fee is paid i.e. by the retiree or the City.



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EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1. RETURN OF OFFER

The Offeror shall submit required proposal responses electronically in Vendor Self Service (VSS).

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered.

<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Guide to Register as a new vendor:

<https://www.glendaleaz.com/your-government/city-finance/procurement/vendor-self-service-vss> (This is a PDF document "Vendor Registration Instructions" at the bottom of page.)

- a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.
- b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2. PRE-OFFER CONFERENCE

A Pre-Offer meeting will be held on **the time and at the location shown on page 1 of this document**. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

3. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS

The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its



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employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Procurement employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

4. CONFLICT OF INTEREST

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

- i. "Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.
- ii. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

5. INQUIRIES

Any question related to the Request for Proposal shall be directed to the Procurement Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Procurement Officer may require any and all questions be submitted in writing.



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Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **FIVE days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise, it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

6. SPECIAL TERMS AND CONDITIONS

Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

7. PUBLIC RECORD REQUIREMENTS

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

8. PERMITS AND LICENSES

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

9. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

10. NON-DISCRIMINATION

Contractor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require



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any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

11. NO CONSIDERATIONS

The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

12. AUTHORIZED AGENT

The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

13. KEY PERSONNEL

If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

14. SITE INSPECTION

It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.



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EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Request for Proposal: Standard Terms and Conditions

1. TYPE OF AWARDS

The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.

2. ALTERNATE OFFERS

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

3. EFFECTIVE PERIOD OF OFFER Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until the solicitation is either canceled, an award is made, or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.

4. PAYMENT TERMS If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

5. UNIT PRICE TO PREVAIL In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.

6. OFFER ERRORS OMISSIONS AND CORRECTIONS The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.



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- 7. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
- 8. RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
- 9. DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 10. TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
- 11. SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.
- 12. SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.
- 13. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys'



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fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, City or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

14. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, City, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

15. RESPONSIBILITY FOR CORRECTION It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.

16. WARRANTY Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.

17. REJECTION OF OFFERS The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.



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18. DELAY IN EXERCISING CONTRACT REMEDY Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.

19. TAX EXEMPTION The City is not exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.

20. ORDER OF PRECEDENCE In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.

21. CHANGES The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.

22. PRICE ADJUSTMENTS Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

23. LATE SUBMISSION OF CLAIM The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

24. PROTEST OF AWARD Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Procurement Internet home page at https://www.glendaleaz.com/your_government/city_finances/procurement/notice_of_intent_to_award. Untimely protests will not be considered.



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- 25. REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the City of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the City of Arizona.
- 26. ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
- 27. ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.
- 28. SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
- 29. OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.
- 30. OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.
- 31. LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.
- 32. OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
- 33. PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such



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suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.

34.VENDOR PERFORMANCE Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City.

35.FUND APPROPRIATION CONTINGENCY The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

36.NOTIFICATION OF AWARD The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.

37.NON-EXCLUSIVITY The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.

38.PROHIBITIONS - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.

39.IMMIGRATION LAW COMPLIANCE Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its



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statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

- 40. CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Procurement, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:
- a. Establishing and maintaining records and documentation
 - b. Monitoring the contractor's performance
 - c. Handling issues and disputes
 - d. Exercising extension options
 - e. Initiating contract modifications
 - f. Initiating rebids or new solicitations

41. FORCE MAJEURE

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- b. Force majeure shall not include the following circumstances:
 - i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.



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- ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

42. SUSPENSION AND DEBARMENT. (APPLIES TO ALL PURCHASES.)

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.



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EXHIBIT 3: INSURANCE REQUIREMENTS

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

Insurance Requirements. OFFEROR shall procure and maintain until all their obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Solicitation. The *insurance requirements* herein are minimum requirements for this Solicitation and in no way limit the indemnity covenants contained herein. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise. OFFEROR is free to purchase such additional insurance as OFFEROR determines necessary.

a) **Minimum Scope and Limits of Insurance:** OFFEROR shall provide coverage with limits of liability not less than those stated below.

i) **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

(1) The policy shall be endorsed to include the following additional insured language: ***"The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation."*** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required herein.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the ***"City of Glendale, and its departments, officers, officials, agents, employees and volunteers"***. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

ii) **Business Automobile Liability – (if driving is not a part of the scope of work, excluding driving from the place of business and to the City departments, this coverage can be eliminated.)** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) \$1,000,000.

(1) The policy shall be endorsed to include the following additional insured language: ***"The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the OFFEROR, involving automobiles owned, Licensed, hired or borrowed by the OFFEROR."*** Such additional insured shall be covered to the full limits of liability



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purchased by the OFFEROR, even if those limits of liability are in excess of those required by this License.

- (2) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from work performed by or on behalf of the OFFEROR. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iii) Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident

\$1,000,000

Disease – Each Employee

\$1,000,000

Disease – Policy Limit

\$1,000,000

- (1) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iv) Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

- (1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
- (2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.
- (3) If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.
- (4) Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants).
- (5) If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies including endorsements required by these specifications, at any time.



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Offerors to complete this Response Workbook and submit with their response to this RFP.

COVER SHEET

OFFEROR NAME: Application Software, Inc. dba as ASIFlex
OFFEROR ADDRESS: 201 W. Broadway, #4C, Columbia, MO 65203



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OFFER SHEET (Must be printed, signed and returned upon completion)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

11/06/23
Date

Application Software, Inc dba ASIFlex
Legal Company Name

Ashlee Sorber
Printed Name (Authorized Signatory)

VP & General Counsel
Job Title

Offeror Certifies it is a (check only one): ☐ Proprietorship ☐ Partnership ☒ Corporation

asorber@asiflex.com
Email Address

201 W. Broadway, #4C
Mailing Street Address

573.777.5631
Phone Number

Columbia, MO 65203
City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Aaron Ko 573.289.7377 ako@asiflex.com
Contact Name Phone Number Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 43-1303571

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes ☒ No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

☐ Yes, Number _____ Tax Rate: _____ OR ☒ No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

☒ No, I do not have a conflict of interest ☐ Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS: By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

☒ Exhibit 1 – Special Notices

☒ Exhibit 2 – RFP Standard Terms and Conditions

☒ Exhibit 3 – Insurance Requirements

[Signature]
Authorized Signature - Print this form and sign above



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REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. Experience, Proven Performance, and Qualifications

Describe how long your firm has administered FSA account services, the location of your corporate headquarters and operations center, any name changes or restructuring within the last five (5) years, and whether or not you subcontract for FSA administration services.

(Application Software, Inc. dba ASIFlex is a privately-held Missouri corporation founded in 1983 and has been administering pretax employee benefit programs since 1987. ASIFlex is a leading provider of pretax employee benefit programs to state government entities in the nation, and currently provides FSA, HRA, HSA, LSA and Commuter Benefit Program administration services to over 415 clients located nationwide in 38 states. This includes 13 state governments, nearly 150 City/County groups, and over 80 University systems and educational institutions. The company is headquartered in Columbia, Missouri and has approximately 80 employees dedicated to providing services to clients. All processing and servicing is performed from ASI headquarters and by remote workers in various areas U.S. based locations.

ASIFlex is unique in that its product line is restricted to the administration of account-based employee benefits. Its sister company, ASI COBRA, administers COBRA and direct billing functions. This focus means that all financial and administrative resources are devoted to furthering the company's administrative and technological capabilities in this arena.

The company does not sell voluntary insurance products, nor does it delve into other administrative or consultative capacities. ASIFlex's commitment to benefit administration significantly enhances its abilities to appropriately administer FSA programs and leads to significantly greater service levels and enrollment for its client groups. As such, ASIFlex has not gone through any restructuring in the past five years.

WEX

ASIFlex has partnered with a third-party vendor since 2007 to provide a simple and compliant debit card solution. This includes fulfillment and mailing of debit cards. ASIFlex clients have no interaction with this vendor.)



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2. Method of Approach for FSA Administration

- a. Indicate your FSA website address and describe the topics of interest the City may want to view and topics of interest the FSA participant may want to view.

(ASIFlex's website www.asiflex.com designed to be a valuable resource for its participants. The site is not designed to sell ASIFlex's administrative services to potential clients, but it is intended to foster understanding in tax-favored benefit programs for employees and employers. ASIFlex provides participants with a number of user-friendly and educational features as follows:

- Extensive listing of eligible/ineligible expenses
- Link to FSA Store with thousands of eligible over-the-counter health care products
- Expense estimator and tax-savings calculator
- Frequently Asked Questions
- Program Descriptions
- ASIFlex Card educational section
- Educational videos
- Claim and other administrative forms
- Links to IRS Forms and Publications
- News and regulatory updates

Participants can sign in to view his/her Account Detail information. ASIFlex's Account Detail function contains detailed transactions and current balances. As soon as a participant is enrolled in ASIFlex's system, an election confirmation is sent. The participant can then register to view details of his/her account. The registration process is simple and provides a secure method of accessing the account information. The member will establish specific security questions, select a security image, and create a user name and password. The participant can manage his/her personal settings for login credentials, email address, phone number for text messages and banking information for direct deposit. Other than the details of the participant's plan, there is no other identifying information on the site (such as name or Social Security Number). Previous plan year information is available for viewing for three years following the runout period. Information on this site is updated almost in real time.

Additionally, ASIFlex makes a notation on each participant's online account if a fax has been received and is in queue to be processed for that participant. This online confirmation of receipt of a fax allows the participant to rest assured that his or her claim is received and will be processed in short order. ASIFlex offers a chat feature through the individual's online Account Detail.



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The participant can see the dates and amounts of each contribution, each claim filed and each payment made. The payment information includes the method of payment such as check, direct deposit, debit card or direct vendor payment. Debit card payments also indicate if follow-up documentation is required. Also from this portal, the participant can go to the FSA Store and make purchases using his/her health care FSA account without the need of supplying a debit or credit card online.

In addition, there is no follow-up documentation required. A dependent care participant can set up a recurring direct provider payment from this portal. Direct provider payment of dependent care enables the participant and the provider to agree on a payment schedule on which the provider will be paid in-full regardless of the participant's current dependent care account balance.)

- b. Please explain how you promote services to eligible FSA employees and ways to retain current employees by simplifying the expense reimbursement process.

(ASIFlex offers a variety of claim submission and payment options as described below to make it seamless and easy for participants. Plan participants do not have to choose only one method, and can utilize any method at the point-of-sale. We also process claims in 1 to 3 business days depending on claims volumes.

ASIFlex Mobile Application: Using their phone/tablet, the ASIFlex mobile app allows participants to file claims and view their FSA account. The claim filing feature allows a participant to capture documentation using the mobile device's camera feature and submit that documentation with the claim. In addition to filing claims, participants can view the annual election amount, account balance, payments, contributions and previously submitted claims. The app is free and available online at www.asiflex.com or through Google Play or the App Store.

ASIFlex Card: ASIFlex provides access to an optional FSA debit card that is administered with strict adherence to appropriate IRS regulations. The card is restricted to purchases made at known healthcare providers and purchases are auto-adjudicated when the purchase amount matches the flat-dollar co-pay of the employer plan, or used at retailers with IIAS.

ASIFlex Recurring Direct Provider Pay: Dependent care participants can choose to have ASIFlex pay daycare providers directly on a schedule they choose. With a one-time setup, participants can schedule recurring payments made directly to the daycare provider with no claim forms to submit.

ASIFlex Automatic Reimbursement: Dependent care participants can elect to have automatic reimbursements, with provider certification, made throughout the plan year without the need to submit claim forms for each reimbursement.



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ASIFlex Cardless Pay Service: ASIFlex and FSA Store have teamed up to make the consumer shopping experience easier and more secure. With our Cardless Pay service, consumers no longer need to use any credit or debit card numbers. Payment to FSA Store will be made directly from the consumer's ASIFlex account.

ASIFlex Online Claim Filing: ASIFlex provides participants with an online claim filing option which eliminates the hassle of completing manual claim submissions. Participants can simply scan documentation and submit online to receive reimbursement. It's quick. It's easy. And It results in rapid claim payments.

Electronic Interface with Insurance Providers: ASIFlex can develop an electronic interface with a client's insurance provider and/or pharmacy benefit manager (PBM) so that eligible out-of-pocket expenses are automatically reimbursed to a participant.

Traditional Claim Processing: ASIFlex reviews each claim submission to ensure compliance with all applicable IRS regulations is achieved. Claims may be submitted to ASIFlex via its toll-free fax or via mail, to be processed and paid. Most claims are paid within one business day of receipt. During peak times of the year, claim processing may take up to three business days. A participant may sign up to receive reimbursement via direct deposit and to have all notifications of payment sent via email.)

- c. Discuss any transition issues with in moving FSA services from an existing Contractor to your organization.

(As an incumbent for the City of Glendale, typical Implementation milestones will be eliminated and therefore the City will continue with uninterrupted and seamless FSA administration.)

- d. How often are reimbursements made to participants?
a) Health care reimbursement account?

(Most claims are paid within one business day. During peak times of the year, claims are paid within two to three business days.

Claims may be submitted via mobile app, online, toll-free fax, USPS mail or insurance processor file feeds. Insurance file feed claims are processed electronically and checked for possible duplicate submission by the system. All other claims are reviewed by the claims department.)

- b) Dependent care reimbursement account?

(Most claims are paid within one business day. During peak times of the year, claims are paid within two to three business days.)



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- e. Does your proposal have a minimum participation requirement? If yes, what happens if the minimum is not achieved?

(No.)

- f. What is your current turnaround time for clean claim submissions?

(Most claims are paid within one business day. During peak times of the year, claims are paid within two to three business days.)

- g. How long after receipt of dependent care account deposit information are funds available to the participant for reimbursement?

(Most claims are paid within one business day. During peak times of the year, claims are paid within two to three business days.)

- h. How do you handle claim disputes and appeals?

(Participants wishing to present a request for a variance from ASIFlex's established policy are asked to complete an Appeal Form in writing. Written appeals filed with ASIFlex are immediately escalated to ASIFlex's Customer Service Manager for review.

ASIFlex will review the appeal and determine if ASIFlex contributed to or is responsible for the claim. If ASIFlex is cleared of responsibility, the claim is reviewed based upon whether extenuating circumstances and supporting documentation are consistent with the employer plan document, FSA rules and IRS regulations governing the plan.

The participant will be notified of the results of this review within 15 business days from receipt of the appeal. In unusual cases, such as when appeals require additional documentation, the review may take longer. Notification will be sent through the participant's account (via US mail or email) based on the method of communication the participant selected during enrollment.

If the appeal is approved or if ASIFlex receives notification to handle the claim per the employer's request, ASIFlex will then process the claim, as appropriate, within one business day of receipt of the employer's response.)

- i. How do you handle overpayments and underpayments?

(Upon discovery of an overpayment, ASI will immediately contact the participant to apologize and make arrangements for repayment. The participant can pay the plan by check or ACH bank debit, or can submit a substitute unreimbursed expense.

Upon discovery of an underpayment, ASI will immediately process the claim and



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release payment, along with an explanation and apology to the participant.)

- j. Will you agree to perform nondiscrimination testing to ensure the plan is in compliance with IRS Code Section 125 on an annual basis?

(Yes.)

- k. If the client wanted the above non-discrimination testing performed at an additional time other than annually, is there an additional charge?

(No.)

- l. How do you ensure logical security and access to your programs, systems and data? What security controls do you have in place to protect customer data?

(ASI has adopted business practices to ensure that the privacy and confidentiality of customer and client data will be maintained, as specified in the Health Insurance Portability and Accountability Act (HIPAA).

Reports and other documents prepared exclusively for the use of customers, clients or other providers do not contain any reference to specific medical conditions unless it is essential for the care of the customer (i.e. providing information to the Client regarding a grievance filed by the participant).

Protected Health Information (PHI) received with claim submission packets via regular mail are delivered to a locked Post Office Box and are retrieved twice daily by an ASI employee. PHI data received via facsimile is converted to digital images as received and immediately stored within ASI file servers.

A participant in an ASI administered plan may access his or her account detail by visiting ASIFlex's website, asiflex.com and clicking on the Account Detail function provided. Upon entering his or her login credentials, a participant will retrieve the applicable records. However, ASI has removed all personally identifying information from the site, so a participant does not have to be concerned with private information such as social security number or name being readily available on the website.

ASI agrees to comply with all applicable regulations contained in the Health Insurance Portability and Accountability Act (HIPAA) and has included an outline version of its Security Plan.

ASI's Security Plan:

- Physical Location
- All doors shall remain locked at all time. The buildings have security systems that only allow access to valid key card holders.
- ASI management distributes entry cards to employees on an as-needed basis.
- ASI provides key codes to required personnel only.



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Information Security

- All access to ASI's Section 125 reimbursement software is restricted to those with a proper user ID and password.
- Security settings are in place to restrict the access of information dependent upon the user's security clearance.
- ASI signs Business Associate agreements with all subcontractors in order to protect the information provided in the course of doing business.

Employee Actions

- Employees shall not release protected health information (PHI) to individuals not having authority to access that information
- Employees shall not allow unescorted visitors, including but not limited to friends, family members or acquaintances, to enter ASI, whether during normal business hours or outside of normal business hours, beyond the reception area.
- Employees identify callers by asking for identifying information such as a Social Security Number (or employer identification number), name, etc. If a caller meets these requirements, information regarding a participant's health care account can be released.
- Participants may choose to have PHI released to specific individuals. In order to do so, a HIPAA Release Form must be filled out and submitted to ASI prior to any such release.
- Any variation from the policies included in this plan by any ASI employee will lead to censures up to, and including, termination of employment.)

3. Method of Approach for COBRA Administration

- a. Indicate your COBRA website address and describe the topics of interest the City may want to view and topics of interest the COBRA participant may want to view.

(COBRA Website Address: <http://www.asicobra.com/>. ASI's website is designed to be a valuable resource for COBRA participants and includes user- friendly features such as:

- Easy access to online account detail
- Access to notices previously sent
- Demographic information for the participant
- Coverage(s) elected under COBRA
- Dependent demographic information
- Premium payment history
- Premium paid-through-dates
- Authorization Form for automatic premium payments
- Links to IRS COBRA guides and frequently asked questions
- Secure online enrollment)

- b. Please tell us about your COBRA Experience

(Application Software, Inc. (ASI) was founded in 1983 and has been a national leader in providing benefit administration services since 1987. ASI provides account-based plan administration services to clients nationwide. The company began providing COBRA and



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Direct Billing services to clients in 2008, and officially formed its sister company, ASI COBRA in 2011.

ASI COBRA provides services to 88 clients representing over 251,000 benefit eligible employees. The company has focused its resources and attention to achieving unparalleled service levels. ASI's many years of experience in employee-benefit administration has provided both management and staff with in-depth exposure when it comes to planning, implementation and day-to-day administration of benefit plans. ASI is unique in that its product lines are restricted to benefit administration, meaning that all financial and administrative resources are devoted to furthering the company's administrative and technological capabilities in this arena. The company does not sell voluntary insurance products, nor does it delve into other administrative or consultative capacities.

ASI's forte is tailoring its administrative protocols to meet the needs of its clients. By leveraging our team's expertise in benefit administration along with flexible software solutions, we are able to meet and exceed the needs of our clients. We are committed to working closely with benefit staff members to develop and implement efficient and cost-effective program services.

Our Mission

It is our mission to provide the very best in benefit administration, customer service and technology services to our clients. We strive to provide "best quality" with an emphasis on containing costs for our clients. This mission is accomplished by never losing our focus on who we work for.

Our success is attained by understanding the needs of our clients. By listening to our clients, we expand our knowledge base and look for new innovative processes that benefit this partnership we have entered into with our clients. Our ongoing mission is to exceed our clients' service expectations by employing dedicated employees throughout the organization.

ASI COBRA, LLC is centrally located which provides convenient servicing to clients and participants nationwide.

Address

201 West Broadway, Bldg. 4-C
Columbia, Missouri 65203
www.asicobra.com
1.877.388.8331

The ASI COBRA PROGRAM

The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 requires that most employers sponsoring group health plans offer employees and their eligible dependents the opportunity for a temporary extension of continuous health coverage during times when coverage under the plan would otherwise end.



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With ASI COBRA as your benefits provider, you can feel secure that your organization is always in full compliance. We provide the time, technology, expertise and program administration needed to keep your benefits programs running smoothly. Our proposal will demonstrate how ASI's comprehensive COBRA program will provide your organization with the services required at a reasonable value.

ASI COBRA can also provide direct billing and premium collection administrative services for retiree, leave-of-absence or other populations.

Why ASI COBRA?

ASI's customer service is dedicated to your COBRA program. ASI COBRA is experienced, client- focused and responsive to client needs. Our experienced customer service staff answers calls providing participants with prompt responses and first-call resolution whenever possible.

ASI's COBRA software platform is designed to handle all components of COBRA complexity, generation of required notices and letters, payment history, terminations and eligibility reporting.

ASI's flexibility to meet client specific needs is a quality many vendors don't have. ASI can help with unique COBRA administrative situations such as severance arrangements, leaves of absence, employer subsidies, eligibility processing and open enrollment to name a few.

ASI COBRA provides a "one stop" service for all functions of the COBRA program from implementation, client and customer service, to invoicing and eligibility reporting. ASI COBRA provides dedicated account management so we may provide your organization with the ultimate in COBRA compliance, convenience, communication and commitment.

When ASI COBRA handles all the challenging issues of administering the details of your COBRA program, from the day-to-day details to staying current with regulatory and legislative changes, your benefits staff has more time to focus on other pressing issues. Our accurate and timely data processing and notifications will help your organization to prevent inadvertent extension of coverage.

ASI Customer Service

Quick and easy access to Customer Service Representatives (CSRs): All calls to ASI are answered by our experienced CSRs and not funneled through an automated telephone system. This direct line to ASI customer service representatives eliminates frustration on the part of callers and provides immediate assistance. Both English and Spanish-speaking CSRs are available to assist callers, and ASI accommodates relay-assisted calls for hearing or speech impaired customers. ASI receives regular compliments for both its considerate customer service and prompt answering of telephone calls. Extended service hours are 8 a.m. to 7 p.m. CT Monday through Thursday, and 8 a.m. to 5 p.m. on Friday.

Online Account Access 24/7: Participants can access their account information online 24



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hours a day, seven days a week.

ASI Implementation

Dedicated Client Account Management Team: ASI will provide an experienced, dedicated team of benefit professionals to lead the implementation process and provide subsequent administration of the program. During both phases, the CST will work with benefit staff members to ensure all COBRA plans are identified and every aspect of administration is discussed. This ensures a thorough understanding of the process and sets expectations.

Implementation: ASI will provide an implementation document used to capture and document specific client information and establish and host a weekly touch-point call to manage the implementation process to ensure that all parties meet deliverables.

Benefit Plan Information: ASI works with the employer to identify all plans subject to COBRA continuation. Eligibility parameters are documented, as well as carrier/TPA contact information for eligibility reporting and plan premiums are confirmed. NOTE: ASI COBRA can coordinate activity with its sister company ASI for health care spending accounts and health reimbursement arrangements.

Event Reporting: ASI works with the employer to establish the process by which COBRA events will be reported to ASI. This can be done online through the secure website, or for employers with significant activity this can be done via secure file transfer.

Takeover Data Requirements: ASI provides file specifications for the employer or prior TPA to provide data on existing COBRA participants.

Participant Communication: ASI develops an announcement letter that can be used to notify existing COBRA participants of the change in service provider, where to call for questions and how to make future payments.

Management Reports: Standard management reports are available on-demand 24 hours a day, seven days a week through its full-service website!

Compliance with IRS Regulations: ASI administers COBRA in strict compliance with IRS regulations. This helps protect the employer from litigation that may result from inconsistencies.

Regulatory Updates: ASI continually monitors changing regulations and subscribes to industry-leading publications and resources. On-staff general counsel reviews any new regulatory changes to assess the impact to the plan, the sponsoring employer, participating employees and to existing processes and procedures. Updates are communicated via the company client Focus Newsletter which is released monthly, or by conference calls or meetings. In addition to these more structured communication channels, it is anticipated that the assigned account manager will have regular discussions with client staff regarding regulatory or other changes.)



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c. How many employees on their team are dedicated to COBRA administration?

(10.)

d. Explain how you maintain ongoing HIPAA training for your associates each year?

(ASI has adopted business practices to ensure that the privacy and confidentiality of customer and client data will be maintained, as specified in the Health Insurance Portability and Accountability Act (HIPAA). We mandate our new employees for HIPAA training initially as well as throughout the year.

Additionally, Employee Actions Include:

- Employees shall not release protected health information (PHI) to individuals not having authority to access that information
- Employees shall not allow unescorted visitors, including but not limited to friends, family members or acquaintances, to enter ASI, whether during normal business hours or outside of normal business hours, beyond the reception area.
- Employees identify callers by asking for identifying information such as a Social Security Number (or employer identification number), name, etc. If a caller meets these requirements, information regarding a participant's health care account can be released.
- Participants may choose to have PHI released to specific individuals. In order to do so, a HIPAA Release Form must be filled out and submitted to ASI prior to any such release.
- Any variation from the policies included in this plan by any ASI employee will lead to censures up to, and including, termination of employment.)

e. What is your method of communicating with COBRA participants, insurance carriers and clients?

(ASI COBRA provides dedicated account management so we may provide your organization with the ultimate in COBRA compliance, convenience, communication and commitment.

COBRA Participants

ASI develops an announcement letter that can be used to notify existing COBRA participants of the change in service provider, where to call for questions and how to make future payments.

Insurance Carriers

• **Eligibility Reporting**

ASI will report eligibility to carriers on a weekly basis. Once an individual enrolls in COBRA coverage and pays premium, coverage eligibility will be reported to the respective carriers or to the employer.

• **Termination of COBRA Coverage**



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Coverage will be terminated appropriately for non-payment of premium, or if the maximum period of COBRA coverage has been exhausted. Notification of termination will be sent to the individual and the termination reported to respective carriers. A HIPAA certificate of creditable coverage will be sent to the individual, if required

Clients

ASI continually monitors changing regulations and subscribes to industry-leading publications and resources. On-staff general counsel reviews any new regulatory changes to assess the impact to the plan, the sponsoring employer, participating employees and to existing processes and procedures. Updates are communicated via the company client Focus Newsletter which is released monthly, or by conference calls or meetings. In addition to these more structured communication channels, it is anticipated that the assigned account manager will have regular discussions with client staff regarding regulatory or other changes.)

- f. Explain how/if your system can handle a subsidy i.e. ASRS/PSPRS (Offeror to include response here)

(Often employers will offer severance arrangements to former employees and subsidize the full premium, or a portion of the premium. ASI's system can accommodate various types of subsidy arrangements and include the total premium, the subsidized amount, and the amount owed on the monthly coupon.)

- 4. Method of Approach for Retiree Billing and Direct Bill Administration**
a. Indicate your Direct/Retiree Billing website address and process.

(Retiree Billing and Direct Bill Administration Website Address:
<http://www.asicobra.com/>. Direct Billing Service Features Include:

- Billing Services for retiree, leaves or other populations
- Accept enrollment information from employer
- Establish retiree, leaves or other population benefits in system
- Provide on-going billing and premium collection
- Eligibility Reporting to carriers/administrators
- Premium Remittance returned to employer via ACH transaction
- Superior service with quick and easy access to customer service representatives
- Full-service website for plan participants and employer
- Management Reports available to employer
- Optional Open Enrollment Services)

5. Capacity of Offeror

- a. Please include a bio of the key personnel, account manager and day-to-day service staff and any other staff that would be assigned to the City's account.

(ASI COBRA Management Team

Together, ASI's management team has decades of experience in all aspects of benefit



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administration, process improvement, technology advancements and improving customer experience. ASI has focused its efforts on public sector entities and, as such, has many years of experience working with large-scale entities. ASI networks within its industry to continually identify top talent to join the team.

John Riddick is the founder and owner of ASI. Under John's leadership, the company has grown consistently since its inception and has always put the client and participant needs at the forefront of its business agenda. With over 30 years of employee benefit administration experience, John has been part of the many legislative changes that have taken place during those years and has been able to provide valuable experience when working with clients. John is certified as a Government Benefits Administrator (CGBA) as identified by the State and Local Government Association (SALGBA) and as a Flexible Compensation Instructor (CFCI). He graduated from the University of Missouri in mathematics as a member of Phi Beta Kappa. John pursued post-graduate coursework in Business, Psychology and Computer Science. In addition to his work at ASI, he is President of the Missouri State Parks Foundation which supports state parks. He also has a keen interest in promoting environmental programs such as alternative transportation, and renewable energy sources.

Rock Hall is vice president and CFO. Rock oversees all of ASI's financial operations and supports the management team in maintaining the company's overall strategy in sustained growth and profitability. Rock brings a wide range of experience in the field of benefit administration, having been part of the management team of two other third party administrators that experienced substantial growth during the years of his employment. Prior to joining ASI, Rock was CFO for Creative Benefits, which was acquired by WageWorks in the fall of 2008. Rock is a graduate of University of Montana with a BS in Accounting and is a Certified Public Accountant. He is a Certified Flexible Benefits Instructor (CFCI) through the Employers Council of Flexible Compensation (ECFC).

Dennis Jones is vice president, COO and HIPAA Security Officer. Dennis oversees information technology where he leads a team of system administrators, developers, database managers and programmers. He also manages the ASI marketing team, as well as the ASIFlex claims and customer service department. Dennis has over 25 years of IT experience working with IBM midrange as well as Windows networks. In 2020, Dennis led the company's response to the COVID-19 National Emergency to safely move staff to remote working environments, while maintaining critical operations related to meeting client and customer servicing needs. Dennis is a keen problem solver with IT experience in numerous industries, including manufacturing, insurance, government, and finance. Prior to joining ASI he was engaged by a financial institution to assist them resolve compliance issues within their IT department, a role which took over three years to complete.

Ashlee Sorber is vice president and general counsel. Her responsibilities include overseeing compliance related to ASI product offerings, plan documents, service contracts, and regulatory changes. Ashlee is a skilled in-house attorney with over 20 years of experience working in private practice and as general counsel for other organizations, including a private equity group and a healthcare management group. Ashlee holds degrees from the University of Oregon, Willamette University College of Law, and Willamette



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University Atkinson Graduate School of Management.

Matt Breske is manager of COBRA and client services director. In this role, he manages the ASI COBRA client services department. Matt has both flexible spending account and COBRA/Direct Bill experience and is a graduate of the University of South Dakota with a Bachelor's of Science. He began his ASI career in 2006 as an account manager for ASI. Matt has been part of the ASI account management team where he was responsible for implementation, open enrollment, payroll data exchange, service questions and changes for his respective clients. He has also been part of the marketing and communications team responsible for completing Requests for Proposals (RFP) and helping to create marketing campaigns for ASI. Over the past several years, Matt has worked to build ASI COBRA by growing its client list through the RFP process, implementing new clients, and managing the daily workflow for established clients. Matt participates in on-going and annual EBIA seminars related to COBRA and other industry-related topics, and has also earned the "Certified COBRA Administrator" designation. Matt is a 2018 graduate of the Columbia Chamber of Commerce annual program, Leadership Columbia. This competitive program is comprised of 12 day-long intense leadership sessions over a six-month period. Leadership Columbia identifies, cultivates and motivates selected leaders within the community.)

- b. Describe your firms billing and collection processes including the disbursement of collected premiums to the City.

ASI will provide a set of payment coupons to enrolled COBRA beneficiaries and will collect payments, handle under-payments, non-sufficient fund payments, etc. After an individual has enrolled for COBRA continuation coverage, payment coupons will be provided along with payment instructions. Payment can be made by mailing a check or money order and is posted to the COBRA account within two business days of receipt. Payment will be accepted if made within 30 days of the due date.

As an option, COBRA participants may also sign up to have premiums automatically paid each month via an ACH transaction. Participants can also make monthly payments online via ACH bank debit or credit card. There is a fee billed to the participant for this service. Underpayments can be tracked by the system and participants are notified. Attempted payments with non-sufficient funds are also tracked and subsequent premium payment is required by cashier's check or money order. A fee of \$25 is billed to the participant for handling of the non-sufficient fund payment.

Premium Remittance to City

ASI will reconcile and remit collected premium payments to the employer on a monthly basis, around the 20th of the month following the close of each calendar month. A full premium remittance report of those who have paid premium is provided to the employer and collected premiums are remitted to the employer via ACH transaction.

- c. Describe your communication procedures with the City, carriers, and the retirees/direct bill recipients?



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(ASI COBRA/Retiree and Billing Administration provides dedicated account management so we may provide your organization with the ultimate in COBRA compliance, convenience, communication and commitment.

City

The assigned account manager will have regular discussions with client staff regarding regulatory or other changes to the City's account. On-staff general counsel reviews any new regulatory changes to assess the impact to the plan, the sponsoring employer, participating employees and to existing processes and procedures. Updates are communicated via the company client *Focus Newsletter* which is released monthly, or by conference calls or meetings.

Retiree and Billing Participants

ASI develops an announcement letter that can be used to notify existing Retiree and Billing participants of the change in service provider, where to call for questions and how to make future payments.

Insurance Carriers

- **Eligibility Reporting**

ASI will report eligibility to carriers on a weekly basis. Once an individual enrolls in Retiree and Billing coverage and pays premium, coverage eligibility will be reported to the respective carriers or to the employer.

- **Termination of Retiree and Billing Coverage**

Coverage will be terminated appropriately for non-payment of premium, or if the maximum period of Retiree and Billing coverage has been exhausted. Notification of termination will be sent to the individual and the termination reported to respective carriers. A HIPAA certificate of creditable coverage will be sent to the individual, if required.)

d. Please provide samples of the following documents:

1. Premium Notice
2. ACH Enrollment Form
3. HIPAA privacy policies and procedures; and
4. Documents used for direct communication to the participant.



City of Glendale
Solicitation Number: RFP 24-21 / 42400020
HEALTH FLEX SPENDING, DEPENDENT CARE
ASSISTANCE, COBRA AND RETIREE BILLING

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

PREMIUM NOTICE

Premium Information for Next Payment Due on 4/1/2014:

Plan Name	Coverage Level	Status	Premium Amount
Personal Choice PPO	QB + Family	Terminated	\$1,530.00
Total Premium for Next Payment Due on 4/1/2014:			\$1,530.00

Plan Name	First Day of COBRA	Last Day of COBRA	# Months of COBRA	Grace Period Days
Personal Choice PPO	1/1/2014	3/31/2014	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 Setup Inc. and may change if plan premiums or your coverage election options change.

Projected Plan Premiums

Premium Due Date	Total Amount Owed
04/01/2014	\$1,530.00
05/01/2014	\$1,530.00
06/01/2014	\$1,530.00
07/01/2014	\$1,530.00
08/01/2014	\$1,530.00
09/01/2014	\$1,530.00
10/01/2014	\$1,530.00
11/01/2014	\$1,530.00
12/01/2014	\$1,530.00
01/01/2015	\$1,530.00
02/01/2015	\$1,530.00
03/01/2015	\$1,530.00

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.

ASI COBRATEST
P.O. Box 657
Columbia, MO 65205

If you have any questions regarding your coverage continuation, please contact our Customer Service Department at (877) 388-8331 during normal business hours.

Sincerely,

ASI COBRATEST



City of Glendale
Solicitation Number: RFP 24-21 / 42400020
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ASSISTANCE, COBRA AND RETIREE BILLING

CITY OF GLENDALE
Procurement Division
5850 West Glendale
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Glendale, Arizona 85301

ACH Enrollment Form



Erin Enrolled | Last Login Apr 13, 2021 at 10:41 AM CST | [Sign out](#)

RECURRING PAYMENTS

1. PAYMENT METHOD
2. RECURRING PAYMENTS
3. PAYMENT INFO
4. PAYMENT SCHEDULE
5. PAYMENT SUMMARY

\$ Payment Information

RECURRING PAYMENTS

- ☐ I would like to setup a recurring electronic payment
- ☐ I would like to setup recurring payments by mail to my

NEXT

CANCEL



City of Glendale
Solicitation Number: RFP 24-21 / 42400020
HEALTH FLEX SPENDING, DEPENDENT CARE
ASSISTANCE, COBRA AND RETIREE BILLING

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301



Apr 13 2024 at 10:41 AM CST

RECURRING PAYMENTS

- ✓ **RECURRING PAYMENTS**
- ✓ **RECURRING PAYMENTS**
- ✓ **RECURRING PAYMENTS**
- ✓ **RECURRING PAYMENTS**

RECURRING PAYMENT INFORMATION

In order for the first and subsequent recurring ACH payments to be processed, the account must be paid through the current period at the time the ACH is setup. This can be done by mailing a check or money order or making a one-time online checking/savings or credit/debit payment. Please be sure to verify when your ACH payment will begin. Before accepting other payment methods to ensure your retirement.

Enter your checking or savings account information and click "Next"

Bank Name

Account Holder First Name

First Name

Account Holder Last Name

Last Name

Required

Required

Routing Number

Routing Number

Check Image

Required

Required

Account Type

— Select —

Memo

10884300988 00140984311

Bank Routing
Number

Bank Account
Number

Required

NEXT

CANCEL



City of Glendale
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HEALTH FLEX SPENDING, DEPENDENT CARE
ASSISTANCE, COBRA AND RETIREE BILLING

CITY OF GLENDALE
Procurement Division
5850 West Glendale
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Glendale, Arizona 85301

HIPAA privacy policies and procedures

ASI COBRA
PO Box 657
Columbia, MO 65205-0657



2/20/2019

Sample Election Notice & Family
123 Main St
Columbia, MO 65203

Dear Sample Election Notice & Family:

HIPAA CERTIFICATE OF GROUP HEALTH PLAN COVERAGE

From: ASI Test Company - ASI

IMPORTANT: This certificate provides evidence of your prior health coverage. You may need to furnish this certificate if you become eligible under a group health plan that excludes coverage for certain medical conditions that you have before you enrolled. This certificate may need to be provided if medical advice, diagnosis, care, or treatment was recommended or received for the condition within the 6-month period prior to your enrollment in the new plan. If you become covered under another group health plan, check with the Plan Administrator to see if you need to provide this certificate. You may also need this certificate to buy, for yourself or family, an insurance policy that does not exclude coverage for medical conditions that are present before you enroll.

Questions about this certificate of coverage should be directed to ASI COBRA at (877) 388-8331 during business hours.

Participant Name:	Sample Election Notice
Participant SSN:	xxx-xx-5555
Benefit Plan Name:	Missouri HMO
Level of Coverage:	GB + Family
Date of Hire/Enrollment Date:	1/1/2010
Waiting Period Prior to First Coverage:	0
Last Day Covered:	2/28/2019

Dependent Name	Relationship	Benefit Start	Benefit End
Spouse Election Notice	Spouse	1/1/2010	2/28/2019
Child Election Notice	Dependent Child	1/1/2010	2/28/2019



City of Glendale
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CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

ASI COBRATEST
P.O. Box 657
Columbia, MO 65205



8/28/2019

Betty Test
123 Main St
Columbia, MO 65203

Dear Betty Test:

HIPAA CERTIFICATE OF GROUP HEALTH PLAN COVERAGE

From: A Setup Inc.

IMPORTANT: This certificate provides evidence of your prior health coverage. You may need to furnish this certificate if you become eligible under a group health plan that excludes coverage for certain medical conditions that you have before you enrolled. This certificate may need to be provided if medical advice, diagnosis, care, or treatment was recommended or received for the condition within the 6-month period prior to your enrollment in the new plan. If you become covered under another group health plan, check with the Plan Administrator to see if you need to provide this certificate. You may also need this certificate to buy, for yourself or family, an insurance policy that does not exclude coverage for medical conditions that are present before you enroll.

Questions about this certificate of coverage should be directed to ASI COBRATEST at (877) 388-8331 during business hours.

Participant Name : Betty Test
Participant SSN : xxx-xx-1111
Benefit Plan Name : HDHP Medical
Level of Coverage : QB + Family
Date of Hire/Enrollment Date : 5/1/2000
Waiting Period Prior to First Coverage : 0
Last Day Covered : 7/31/2019

<u>Dependent Name</u>	<u>Relationship</u>	<u>Benefit Start</u>	<u>Benefit End</u>
Bob Test	Spouse		7/31/2019
Billy Test	Dependent Child		7/31/2019



City of Glendale
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CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

Statement of HIPAA Portability Rights

IMPORTANT - KEEP THIS CERTIFICATE. This certificate is evidence of your coverage under this plan. Under a federal law known as HIPAA, you may need evidence of your coverage to reduce a pre-existing condition exclusion period under another plan, to help you get special enrollment in another plan, or to get certain types of individual health coverage even if you have health problems.

Pre-existing Condition Exclusions

Some group health plans restrict coverage for medical conditions present before an individual's enrollment. These restrictions are known as pre-existing condition exclusions. A pre-existing condition exclusion can apply only to conditions for which medical advice, diagnosis, care, or treatment was recommended or received within the six (6) months before your enrollment date. Your enrollment date is your first day of coverage under the plan, or, if there is a waiting period, the first day of your waiting period (typically your first day of work). In addition, a pre-existing condition exclusion cannot last for more than 12 months after your enrollment date (18 months if you are a late enrollee). Finally, a pre-existing condition exclusion cannot apply to pregnancy and cannot apply to a child who is enrolled in health coverage within 30 days after birth, adoption, or placement for adoption. (NOTE: Under the Affordable Care Act, a group health plan must eliminate any pre-existing condition limitations as of the first day of the plan year that begins in 2014.)

If a plan imposes a pre-existing condition exclusion, the length of the exclusion must be reduced by the amount of your prior creditable coverage. Most health coverage is creditable coverage, including group health plan coverage, COBRA continuation coverage, coverage under an individual health policy, Medicare, Medicaid, State Children's Health Insurance Program (SCHIP), and coverage through high-risk pools and the Peace Corps. Not all forms of creditable coverage are required to provide certificates like this one. If you do not receive a certificate for past coverage, talk to your plan administrator.

You can add up any creditable coverage you have, including the coverage shown on this certificate. However, if at any time you went for 63 days or more without any coverage (called a break in coverage) a plan may not have to count the coverage you had before the break.

Therefore, once your coverage ends, you should try to obtain alternative coverage as soon as possible to avoid a 63-day break. You may use this certificate as evidence of your creditable coverage to reduce the length of any pre-existing condition exclusion if you enroll in another plan.

Right to get special enrollment in another plan

Under HIPAA, if you lose your group health plan coverage, you may be able to get into another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days. (Additional special enrollment rights are triggered by marriage, birth, adoption and placement for adoption.)

Therefore, once your coverage ends, if you are eligible for coverage in another plan (such as a spouse's plan), you should request special enrollment as soon as possible.

Prohibition against discrimination based on a health factor

Under HIPAA, a group health plan may not keep you (or your dependents) out of the plan based on anything related to your health. Also, a group health plan may not charge you (or your dependents) more for coverage, based on health, than the amount charged a similarly situated individual.

Right to individual health coverage

Under HIPAA, if you are an eligible individual, you have a right to buy certain individual health policies (or in some states, to buy coverage through a high-risk pool) without a pre-existing condition exclusion. To be an eligible individual, you must meet the following requirements:

1. You must have had coverage for at least 18 months without a break in coverage of 63 days or more;
2. Your most recent coverage was under a group health plan (which can be shown by this certificate);
3. Your group coverage was not terminated because of fraud or nonpayment of premiums;
4. You are not eligible for COBRA continuation coverage or you have exhausted your COBRA benefits (or continuation coverage under a similar state provision); and
5. You are not eligible for another group health plan, Medicare, or Medicaid, and do not have any other health insurance coverage.

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City of Glendale
Solicitation Number: RFP 24-21 / 42400020
HEALTH FLEX SPENDING, DEPENDENT CARE
ASSISTANCE, COBRA AND RETIREE BILLING

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

Documents used for direct communication to the participant.

ASI COBRA
PO Box 657
Columbia, MO 65205-0657



INITIAL NOTICE

Sample Initial Notice & Family
123 Main St
Columbia, MO 65203

Dear Sample Initial Notice & Family:

GENERAL NOTICE OF YOUR RIGHTS
GROUP HEALTH CONTINUATION COVERAGE UNDER COBRA

THIS LETTER IS FOR YOUR INFORMATION ONLY. PLEASE RETAIN FOR FUTURE REFERENCE.
THERE HAS NOT BEEN A CHANGE IN YOUR STATUS WITH YOUR COMPANY.

This letter contains important information about your employee benefits plan(s). Please read the entire letter.

On April 7, 1986, a federal law called COBRA was enacted (Public Law 99-272, Title X), requiring that most employers sponsoring group health plans offer employees and their families (qualified beneficiaries) the opportunity for a temporary extension of health coverage at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights as a qualified beneficiary and obligations under COBRA. Both you and your spouse, if applicable, should take the time to read this notice carefully. This notice does not fully describe COBRA or other rights under the ASI Test Company - ASI group health plan ("Group Health Plan"). For additional information you should review the Group Health Plan's "Summary Plan Description" or contact the ASI Test Company - ASI Plan Administrator at (800) 555-5555. Also, you may visit the Department of Labor website (www.dol.gov) for more information on COBRA. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

Qualifying Events

If you are an employee of ASI Test Company - ASI covered by the Group Health Plan, you have a right to choose COBRA if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

If you are the spouse of an employee covered by the Group Health Plan, you have the right to choose COBRA for yourself if you lose group health coverage under the Group Health Plan for any of the following reasons:

1. The death of your spouse;
2. A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment with ASI Test Company - ASI;
3. Divorce or legal separation from your spouse; or
4. Your spouse becomes entitled to Medicare.

In the case of a dependent child of an employee covered by the Group Health Plan, he or she has the right to choose COBRA if the Group Health Plan is lost for any of the following reasons:

1. The death of the employee;
2. A termination of the employee's employment (for reasons other than gross misconduct) or reduction in the employee's hours of employment with ASI Test Company - ASI;
3. The employee's divorce or legal separation;
4. The employee became entitled to Medicare prior to his/her qualifying event; or
5. The dependent child ceases to be a dependent child under the Group Health Plan.



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Sometimes, filing a bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to ASI Test Company - ASI and that bankruptcy results in the loss of coverage of any retired employee under the Group Health Plan, the retired employee will become a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Group Health Plan.

You may have other options available to you when you lose group health coverage?

For example, you may be eligible to buy an individual plan through the Health Insurance Marketplaces. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

Coverage Provided

Under COBRA, the employee or a family member has the responsibility to inform the ASI Test Company - ASI Plan Administrator of a divorce, legal separation, or a child losing dependent status under the Group Health Plan within 60 days of the date of the event. ASI Test Company - ASI has the responsibility to notify the administrator of the employee's death, termination, and reduction in hours of employment or Medicare entitlement. When the administrator is notified that one of these events has happened, the administrator will in turn notify you that you have the right to choose COBRA. Under COBRA, you have at least 60 days from the later of the date you would lose coverage because of one of the qualifying events described above or the date of notification of your rights under COBRA, whichever is later, to inform the ASI Test Company - ASI Plan Administrator that you want to continue coverage under COBRA.

If you elect COBRA, ASI Test Company - ASI is required to give you and your covered dependents, if any, coverage that is identical to the coverage provided under the plan to similarly situated employees or family members. Under COBRA, you may have to pay all or part of the premium for your continuation coverage. If you do not choose COBRA on a timely basis, your group health insurance coverage will end.

Period of Coverage

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

COBRA requires that you be afforded the opportunity to maintain coverage for 36 months unless you lost group health coverage because of a termination of employment or reduction in hours. In that case, the required COBRA period is 18 months. Also, if you or your spouse gives birth to or adopts a child while on COBRA, you will be allowed to change your coverage status to include the child. The 18-month period may be extended to 29 months if an individual is determined by the Social Security Administration (SSA) to be disabled (for Social Security purposes) as of the termination or reduction in hours of employment or within 60 days thereafter. To benefit from this extension, a qualified beneficiary must notify the ASI Test Company - ASI Plan Administrator of that determination within 60 days and before the end of the original 18-month period. The affected individual must also notify the ASI Test Company - ASI Plan Administrator within 30 days of any final determination that the individual is no longer disabled. If the original event causing the loss of coverage was a termination (other than for gross misconduct) or a reduction in hours, another extension of the 18-month continuation period may occur. If during the 18 months of COBRA coverage, a qualified beneficiary experiences certain secondary qualifying events:

1. Divorce or legal separation
2. Death
3. Medicare entitlement
4. Dependent child ceasing to be a dependent

If a second qualifying event does take place, COBRA provides that the qualified beneficiary may be eligible to extend COBRA up to 36 months from the date of the original qualifying event. If a second qualifying event occurs, it is the qualified beneficiary's responsibility to inform the ASI Test Company - ASI Plan Administrator within 60 days of the event. In no event, however, will COBRA last beyond three years from the date of the event that originally made the qualified beneficiary eligible for COBRA.



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Procurement Division
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Glendale, Arizona 85301

Health FSA Information

COBRA coverage under the ASI Test Company - ASI Health FSA will be offered only to Qualified Beneficiaries losing coverage who have underspent accounts. A qualified beneficiary has an underspent account if the annual limit elected by the covered employee, reduced by reimbursable claims submitted up to the time of the qualifying event, is equal to or more than the amount of the premiums for the ASI Test Company - ASI Health FSA COBRA coverage that will be charged for the remainder of the plan year. COBRA coverage will consist of the ASI Test Company - ASI Health FSA coverage in force at the time of the qualifying event. The use-it-or-lose-it rule will continue to apply, so any unused amounts will be forfeited at the end of the plan year, and the COBRA coverage for the FSA plan will terminate at the end of the plan year. Unless otherwise elected, all qualified beneficiaries who were covered under the ASI Test Company - ASI Health FSA will be covered together for Health FSA COBRA coverage. However, each qualified beneficiary could alternatively elect separate COBRA coverage to cover that beneficiary only with a separate Health FSA annual limit and a separate premium. If you are interested in this alternative, contact ASI COBRA at (877) 388-8331 during business hours for more information.

Alternate Recipients Under QMCSOs

A child of the covered employee who is receiving benefits under the Plan pursuant to a qualified medical child support order (QMCSO) received by ASI Test Company - ASI during the covered employee's period of employment with ASI Test Company - ASI is entitled to the same rights to elect COBRA as an eligible dependent child of the covered employee.

Are there other coverage options besides COBRA Continuation Coverage

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

Plan Contact Information

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

To ensure that all covered individuals receive information properly and timely, it is important that you notify our Customer Service Department at (877) 388-8331 of any change in dependent status or any address change of any family member as soon as possible. Certain changes must be submitted to us in writing. Failure on your part to notify us of any changes may result in delayed notification or loss of continuation of coverage options.

If you have any questions about COBRA, please contact our Customer Service Department at (877) 388-8331 during business hours.

Sincerely,

ASI COBRA



City of Glendale
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CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

ASI COBRA
PO Box 657
Columbia, MO 65205-0657



SAMPLE QUALIFYING EVENT ELECTION NOTICE

Sample

Election Notice & Family
123 Main St
Columbia, MO 65203

Dear Sample Election Notice & Family:

On 2/28/2019, you experienced an event of a/an Termination which constitutes a qualifying event under the ASI Test Company - ASI group health plan(s). As a result, your coverage, and that of your covered dependent(s), if any, will end on the date(s) set forth on the COBRA Continuation Election Form accompanying this letter. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) this entitles you and your covered dependent(s) if any, to elect to continue coverage (referred to as COBRA coverage) under the plan(s) enrolled as active member(s). The first day of COBRA coverage and the maximum continuation period is determined by plan. Please refer to your COBRA Election Form enclosed to determine your first day of COBRA coverage and maximum continuation period ("Last Day of COBRA").

How to Elect COBRA Coverage

Under COBRA, you have a limited number of days to elect continuation coverage. Your election window is determined by the plan and is calculated from the date your coverage under the plan is lost because of the event described above or the date this notice of your election rights is sent to you, whichever is later. To elect COBRA coverage, you must complete and submit the enclosed election form to ASI COBRA no later than the Election Period End date ("Last Day to Elect") listed on the enclosed COBRA Election Form. This same notice is being sent separately to your spouse, if any; however, only one of you needs to elect continuation coverage for your spouse and dependent child(ren), if any, who wish to continue coverage. Furthermore, because COBRA gives you the right to elect coverage independently, you, your spouse or dependent child(ren), if any, may elect single coverage and not include those individuals who do not wish to continue coverage.

In addition to COBRA coverage, other health coverage options may be available to you, such as coverage through the Health Insurance Marketplace at www.healthcare.gov or 1-800-318-2596. You may also be eligible to enroll in coverage through Medicaid or another group health plan (like a spouse's plan), if you request enrollment within 30 days of the loss of coverage.

Payment of COBRA Coverage Premiums

The current amount of this premium and the due date for payment are explained in the enclosed COBRA Election Form. The premium may change in the future. We have used the information supplied by ASI Test Company - ASI to calculate your maximum continuation period under the plan(s) you were insured prior to your qualifying event. If there is a discrepancy between our calculation and the underwriting insurance carrier, the insurance carrier always governs. Please contact your insurance carrier(s) to determine the exact end of your maximum continuation period.

Length of COBRA Coverage Period

If you and your spouse or dependent child(ren), if any, elect coverage, it can last for a maximum continuation period ("Last Day of COBRA") described in the enclosed COBRA Election Form beginning on the date of your qualifying event, or loss of coverage, whichever is later. The first day of COBRA coverage will be determined by the plan. The continuation period may be extended for the following reasons:

1. Death of employee, divorce, legal separation or change in dependent status

If these events occur during the original maximum continuation period of COBRA coverage, the period of coverage for your spouse and dependent child(ren), if any, may be extended. These events extend the original maximum continuation period of COBRA coverage only if they would have caused your spouse or dependent child(ren), if any, to lose coverage under the plan if the original qualifying event had not occurred. Note that to receive this extension, you and/or your spouse and dependent child(ren), must notify the ASI Test Company - ASI Plan Administrator within 60 days of the occurrence of these events.

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Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

2. Medicare entitlement of employees

If you became entitled to Medicare BEFORE your qualifying event, COBRA laws allow you to remain eligible for up to 18 months of COBRA coverage. However, your spouse and dependent child(ren), if any, may receive extended COBRA coverage for up to the greater of either: (a) 36 months from the date of your Medicare entitlement; or (b) 18 months from the date of your qualifying event, or loss of coverage, whichever is later.

If you become entitled to Medicare AFTER your qualifying event but within the original maximum continuation period of your qualifying event, your spouse and dependent child(ren), if any, may receive an additional 18 months of COBRA coverage. Note that a person generally has become entitled to Medicare when he or she has applied for Social Security income payments or has filed an application for benefits under Part A or Part B of Medicare.

3. Disability determination

If it is determined that you and/or your spouse or dependent child(ren), if any, were determined to be disabled (by the Social Security Administration) during the first 60 days of COBRA coverage and you are still disabled at the end of your original maximum continuation period of coverage, the original maximum continuation period may be extended for an additional 11 months for all individuals covered under COBRA coverage from the date of the qualifying event. This extension only applies if the ASI Test Company - ASI Plan Administrator is notified within 60 days of a disability determination and before the end of the original maximum continuation period. Federal law requires that you notify the ASI Test Company - ASI Plan Administrator of a determination by the Social Security Administration that you, your spouse, or dependent child(ren) are no longer disabled within 30 days of such a determination. ASI Test Company - ASI can be reached at (800) 555-5555 during business hours.

4. Bankruptcy filing

If the employer files for bankruptcy reorganization and retiree health coverage is lost within one year before or after the bankruptcy filing, COBRA coverage could continue until the death of a retiree (or a surviving spouse of a deceased retiree) or for 36 months from the retiree's death (after the bankruptcy filing) in the case of the spouse and dependent child(ren).

Newborns and Adoptees

A child who is born to or placed for adoption with you during a period of COBRA coverage will be eligible to become covered under the plan. In accordance with the terms of the ASI Test Company - ASI group health benefits plan and the requirements of Federal law, these qualified beneficiaries can be added to COBRA coverage upon proper notification to the ASI Test Company - ASI Plan Administrator of the birth or adoption.

Early Termination of COBRA Coverage

COBRA coverage may terminate early if:

- (1) The required premium payment is not paid when due.
- (2) After the date of your COBRA election, you and your spouse or dependent child(ren), if any, become covered under another group health plan.
- (3) After the date of your COBRA election, you, your spouse or dependent child(ren), if any, become entitled to Medicare benefits.
- (4) All of ASI Test Company - ASI group health plans are terminated.
- (5) If coverage is extended an additional 11 months due to disability, a determination that the individual is no longer disabled.
- (6) COBRA coverage may also be terminated for any reason the plan would terminate coverage of a participant or beneficiary not receiving COBRA coverage (such as fraud).

Continuation coverage under COBRA is provided subject to your eligibility. The ASI Test Company - ASI Plan Administrator reserves the right to terminate your COBRA coverage retroactively if you are determined to be ineligible for coverage. To be sure that you, your spouse and your dependent child(ren), if any, receive the necessary information concerning your rights, you should keep ASI COBRA informed of any address changes.

If you sign up for COBRA continuation coverage, you can switch to a Marketplace plan during a Marketplace open enrollment period. You can also end your COBRA continuation coverage early and switch to a Marketplace plan if you have another qualifying event such as marriage or birth of a child through something called a "special enrollment period." If you terminate COBRA continuation early without another qualifying event, you'll have to wait to enroll in Marketplace coverage until the next open enrollment period and may be without health coverage in the interim. When you've exhausted COBRA continuation and the coverage expires, you'll be eligible to enroll in Marketplace coverage through a special enrollment period even if the Marketplace open enrollment has ended. If you sign up for Marketplace coverage instead of COBRA, you cannot switch to COBRA continuation coverage.



City of Glendale
Solicitation Number: RFP 24-21 / 42400020
HEALTH FLEX SPENDING, DEPENDENT CARE
ASSISTANCE, COBRA AND RETIREE BILLING

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

Please be advised of your right to obtain a copy of the Summary Plan Description (SPD) for your group health plan by contacting the ASI Test Company - ASI Human Resource Department at (800) 655-5555. The SPD contains a complete description of your benefits.



This notice is a summary of your COBRA rights. For answers to specific questions, please contact our Customer Service Department at (877) 388-8331 during business hours.

Sincerely,

ASI COBRA



City of Glendale
Solicitation Number: RFP 24-21 / 42400020
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5850 West Glendale
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COBRA CONTINUATION COVERAGE ELECTION FORM

ASI Test Company - ASI

IMPORTANT: PLEASE RETAIN A COPY OF THIS COBRA ELECTION FORM FOR FUTURE REFERENCE.
THIS FORM CONTAINS INFORMATION ABOUT YOUR RIGHTS UNDER COBRA.

To continue coverage, you must complete and submit this election form to ASI COBRA no later than the Election Period End date ("Last Day To Elect") listed below. If this election form is not returned within the enrollment period described below for each plan, you will lose your right to elect coverage. After you have elected to continue coverage under COBRA, you must pay the Initial Premium, which includes the premiums for the period of coverage from your First Day of COBRA to the date of your election and any regularly scheduled monthly premiums that become due between your election date and the end of the Initial Premium Payment period. Your Initial Premium Period will end at the end of your Initial Grace Period which is listed below and which is measured as a number of days after the date of your election. To become "fully enrolled" under COBRA, you must "pay your account to current" no later than the end of your Initial Grace Period. You may certainly though "pay to current" and become fully enrolled under COBRA before the end of your Initial Grace Period. Paying to current is defined as paid to the month in which it currently is.

If you waive coverage under COBRA before the end of the enrollment period, you can change your mind and continue coverage by submitting your completed election form before the end of the enrollment period described below for each plan.

If you have questions about COBRA or need assistance to complete your election form, please contact our Customer Service Department at (877) 368-8331 during business hours.

Qualified Beneficiary(QB):

Sample Election Notice
123 Main St
Columbia, MO 65203

Event Date: 2/28/2019
Event Type: Termination
Second Event: No

COBRA gives you the right to elect coverage independently. You, your spouse or dependent child(ren), if any, may elect single coverage and not include those individuals who do not wish to continue coverage.

Premium Information:

Plan Name	Coverage Level	Monthly Premium
Missouri HMO	QB + Family	\$255.00
	Total Premium:	\$255.00

Plan Name	First Day of COBRA	Last Day of COBRA	# Months of COBRA	Last Day To Elect	Initial Grace Period Days	Subsequent Grace Period Days
Missouri HMO	3/1/2019	8/31/2020	18	4/30/2019	45	30

Election Options (Individuals Enrolled Prior to Qualifying Event):

Please indicate the COBRA continuation coverage you are electing by checking the applicable box(es).

Name	Relationship	Date of Birth	SSN
Sample Election Notice Accept ☐ Waive ☐ Missouri HMO	QB	7/1/1980	xxx-xx-5555
Spouse Election Notice Accept ☐ Waive ☐ Missouri HMO	Spouse	7/1/1980	xxx-xx-1111
Child Election Notice Accept ☐ Waive ☐ Missouri HMO	Dependent Child	7/1/2000	xxx-xx-2222



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5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

Alternative Election Options:

Plan Name	Coverage Level	First Day of COBRA	Monthly Premium
Missouri HMO	QB + Child	3/1/2019	\$153.00
	QB + Children	3/1/2019	\$204.00
	QB + Family	3/1/2019	\$255.00
	QB + Spouse	3/1/2019	\$102.00
	QB Only	3/1/2019	\$51.00

For your benefit, we are documenting up to your next 12 months of continuation premiums. Please be advised, this table is prepared based upon current information and current rates in effect and is subject to change based upon completed elections.

Projected Plan Premiums

Premium Due Date	Total Amount Owed
03/01/2019	\$255.00
04/01/2019	\$255.00
05/01/2019	\$255.00
06/01/2019	\$255.00
07/01/2019	\$255.00
08/01/2019	\$255.00
09/01/2019	\$255.00
10/01/2019	\$255.00
11/01/2019	\$255.00
12/01/2019	\$255.00
01/01/2020	\$255.00
02/01/2020	\$255.00

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.

ASI COBRA
P.O. Box 657
Columbia, MO 65205

For all other correspondence please use the following address:

ASI COBRA
PO Box 657
Columbia, MO 65205-0657

[] I have read this form and the notice of my election rights. I understand my rights to elect continuation coverage and would like to take the action indicated above. I understand that if I elect continuation coverage, my continuation coverage will terminate under several circumstances according to COBRA regulations, including: non-payment of premium, the date I or a continued dependent become covered under another Group Health Plan or become entitled to Medicare after the COBRA election, or on the date which this Group Plan ends. I also understand that if I was determined to be disabled by the Social Security Administration within 60 days of my Qualifying Event, I may be eligible for extended continuation coverage and that any break in continued coverage of more than 63 days may cause loss of coverage portability.

I understand that future premiums are due the first of each month. I also understand that failure to pay the required premiums will result in termination of COBRA rights and coverage.

Signature _____ Date _____
*NOTE: If signature line is on a second page, be sure to include all pages of the election form. We will not be able to process your election without the entire form.



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Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

ASI COBRA
PO Box 857
Columbia, MO 65205-0657



2/20/2019

Sample Election Notice & Family
123 Main St
Columbia, MO 65203

Dear Sample Election Notice & Family:

HIPAA CERTIFICATE OF GROUP HEALTH PLAN COVERAGE

From ASI Test Company - ASI

IMPORTANT: This certificate provides evidence of your prior health coverage. You may need to furnish this certificate if you become eligible under a group health plan that excludes coverage for certain medical conditions that you have before you enrolled. This certificate may need to be provided if medical advice, diagnosis, care, or treatment was recommended or received for the condition within the 6-month period prior to your enrollment in the new plan. If you become covered under another group health plan, check with the Plan Administrator to see if you need to provide this certificate. You may also need this certificate to buy, for yourself or family, an insurance policy that does not exclude coverage for medical conditions that are present before you enroll.

Questions about this certificate of coverage should be directed to ASI COBRA at (877) 388-8331 during business hours.

Participant Name :	Sample Election Notice
Participant SSN :	xxx-xx-5555
Benefit Plan Name :	Missouri HMO
Level of Coverage :	QB + Family
Date of Hire/Enrollment Date :	1/1/2010
Waiting Period Prior to First Coverage :	0
Last Day Covered:	2/28/2019

Dependent Name	Relationship	Benefit Start	Benefit End
Spouse Election Notice	Spouse	1/1/2010	2/28/2019
Child Election Notice	Dependent Child	1/1/2010	2/28/2018



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CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

Statement of HIPAA Portability Rights

IMPORTANT - KEEP THIS CERTIFICATE. This certificate is evidence of your coverage under this plan. Under a federal law known as HIPAA, you may need evidence of your coverage to reduce a pre-existing condition exclusion period under another plan, to help you get special enrollment in another plan, or to get certain types of individual health coverage even if you have health problems.

Pre-existing Condition Exclusions

Some group health plans restrict coverage for medical conditions present before an individual's enrollment. These restrictions are known as pre-existing condition exclusions. A pre-existing condition exclusion can apply only to conditions for which medical advice, diagnosis, care, or treatment was recommended or received within the six (6) months before your enrollment date. Your enrollment date is your first day of coverage under the plan, or, if there is a waiting period, the first day of your waiting period (typically your first day of work). In addition, a pre-existing condition exclusion cannot last for more than 12 months after your enrollment date (18 months if you are a late enrollee). Finally, a pre-existing condition exclusion cannot apply to pregnancy and cannot apply to a child who is enrolled in health coverage within 30 days after birth, adoption, or placement for adoption. (NOTE: Under the Affordable Care Act, a group health plan must eliminate any pre-existing condition limitations as of the first day of the plan year that begins in 2014.)

If a plan imposes a pre-existing condition exclusion, the length of the exclusion must be reduced by the amount of your prior creditable coverage. Most health coverage is creditable coverage, including group health plan coverage, COBRA continuation coverage, coverage under an individual health policy, Medicare, Medicaid, State Children's Health Insurance Program (SCHIP), and coverage through high-risk pools and the Peace Corps. Not all forms of creditable coverage are required to provide certificates like this one. If you do not receive a certificate for past coverage, talk to your plan administrator.

You can add up any creditable coverage you have, including the coverage shown on this certificate. However, if at any time you went for 63 days or more without any coverage (called a break in coverage) a plan may not have to count the coverage you had before the break.

Therefore, once your coverage ends, you should try to obtain alternative coverage as soon as possible to avoid a 63-day break. You may use this certificate as evidence of your creditable coverage to reduce the length of any pre-existing condition exclusion if you enroll in another plan.

Right to get special enrollment in another plan

Under HIPAA, if you lose your group health plan coverage, you may be able to get into another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days. (Additional special enrollment rights are triggered by marriage, birth, adoption and placement for adoption.)

Therefore, once your coverage ends, if you are eligible for coverage in another plan (such as a spouse's plan), you should request special enrollment as soon as possible.

Prohibition against discrimination based on a health factor

Under HIPAA, a group health plan may not keep you (or your dependents) out of the plan based on anything related to your health. Also, a group health plan may not charge you (or your dependents) more for coverage, based on health, than the amount charged a similarly situated individual.

Right to individual health coverage

Under HIPAA, if you are an eligible individual, you have a right to buy certain individual health policies (or in some states, to buy coverage through a high-risk pool) without a pre-existing condition exclusion. To be an eligible individual, you must meet the following requirements:

1. You must have had coverage for at least 18 months without a break in coverage of 63 days or more;
2. Your most recent coverage was under a group health plan (which can be shown by this certificate);
3. Your group coverage was not terminated because of fraud or nonpayment of premiums;
4. You are not eligible for COBRA continuation coverage or you have exhausted your COBRA benefits (or continuation coverage under a similar state provision); and
5. You are not eligible for another group health plan, Medicare, or Medicaid, and do not have any other health insurance coverage.



City of Glendale
Solicitation Number: RFP 24-21 / 42400020
HEALTH FLEX SPENDING, DEPENDENT CARE
ASSISTANCE, COBRA AND RETIREE BILLING

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

The right to buy individual coverage is the same whether you are laid off, fired, or quit your job. Therefore, if you are interested in obtaining individual coverage and you meet the other criteria to be an eligible individual, you should apply for this coverage as soon as possible to avoid losing your eligible individual status due to a 63-day break.

Special Information for people on FMLA leave

If you are taking leave under the Family and Medical Leave Act (FMLA) and you drop health coverage during your leave, any days without health coverage while on FMLA leave will not count towards a 63-day break in coverage. In addition, if you do not return from leave, the 30-day period to request special enrollment in another plan will not start before your FMLA leave ends.

Therefore, when you apply for other health coverage, you should tell your plan administrator of health insurer about any prior FMLA leave.

State flexibility

This certificate describes minimum HIPAA protections under federal law. States may require insurers and HMOs to provide additional protections to individuals in that state.

For More Information

If you have questions about your HIPAA rights, you may contact your state insurance department or the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) toll-free at 1-866-444-3272 (for free HIPAA publications, ask for publications concerning changes in health care laws). You may also contact the CMS publication hotline at 1-800-633-4227 (ask for Protecting Your Health Insurance Coverage). These publications and other useful information are also available on the Internet at <http://www.dol.gov/ebsa>.



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Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

Sample Administrators
100 Main Street Washington, DC 20005



8/22/2020

John Doe
100 Main Street Philadelphia, PA 19103

Dear John Doe:

The 2019 Open Enrollment window is opening soon. Your open Enrollment period will begin 11/15/2018 and end as of 11/30/2019. This is your opportunity to enroll in or make changes to your current benefit coverages during this Open Enrollment period to ensure you have the right coverage starting for the 2019 Plan Year. After Open Enrollment closes at 11:59 pm CT on 11/30/2019 you may only make a change to your health care benefits if you experience a Qualifying Life Event.

To enroll, change or learn more about your 2019 benefits log on to the member portal at <http://www.sampleadmin.com>

Follow these easy steps to enroll in benefits:

1. Log on to the member portal at <http://www.sampleadmin.com>
2. Click "Enroll Now" to start the process

Summary Plan Description

The SPD is available online at <http://www.sampleadmin.com>. During your enrollment period, you can view the SPD located next to each plan option.

Thank you,
Sample Administrators

12345 123 1234567890

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Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

ASI COBRATEST
P.O. Box 657
Columbia, MO 65205



TERMINATION NOTICE

Betty Test
123 Main St
Columbia, MO 65203

Dear Betty Test:

You are hereby notified that your participation and that of your eligible qualified dependents, if any, in the A Setup Inc. group health benefits continuation plan(s) listed below, will be or has been terminated on the date listed below.

Plan Termination Information:

Plan Name	Coverage Level	Termination Reason	Termination Date
HDHP Medical	QB + Family	End of coverage	7/31/2019

If you incurred any eligible expenses for which you are due reimbursement for the plan(s) listed above, you should file your claim with your insurance carrier(s) in the usual manner within the next 90 days.

If your state provides continuation coverage options after the Federal COBRA continuation period expires, you should examine your options carefully before declining this coverage. Please contact the Customer Service Department at your insurance carrier to learn more about continuation coverage options that may be available to you.

Please note, we have used the information supplied by A Setup Inc. to calculate your maximum continuation period under the plan(s) you were insured prior to your qualifying event. If there is a discrepancy between our calculation and the underwriting insurance carrier, the insurance carrier always governs. Please contact your insurance carrier(s) to determine the exact end of your maximum continuation period.

Finally, if you are receiving this letter due to the expiration of your maximum continuation period under COBRA, and if the last day of your continuation period occurred on a date in the middle of a calendar month, this letter may have been sent prior to receipt of your payment for your final partial month of coverage. If you have not yet paid for your final partial month of coverage and still intend to do so, you have until the normal expiration of the payment grace period for this final month to postmark your payment.

If you have any questions regarding your COBRA continuation coverage, please contact our Customer Service Department at (877) 388-8331 during business hours.

Sincerely,

ASI COBRATEST



City of Glendale
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Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

ASI COBRATEST
P.O. Box 857
Columbia, MO 65205



8/28/2019

Betty Test
123 Main St
Columbia, MO 65203

Dear Betty Test:

HIPAA CERTIFICATE OF GROUP HEALTH PLAN COVERAGE

From: A Setup Inc.

IMPORTANT: This certificate provides evidence of your prior health coverage. You may need to furnish this certificate if you become eligible under a group health plan that excludes coverage for certain medical conditions that you have before you enrolled. This certificate may need to be provided if medical advice, diagnosis, care, or treatment was recommended or received for the condition within the 6-month period prior to your enrollment in the new plan. If you become covered under another group health plan, check with the Plan Administrator to see if you need to provide this certificate. You may also need this certificate to buy, for yourself or family, an insurance policy that does not exclude coverage for medical conditions that are present before you enroll.

Questions about this certificate of coverage should be directed to ASI COBRATEST at (877) 388-8331 during business hours.

Participant Name : Betty Test
Participant SSN : xxx-xx-1111
Benefit Plan Name HDHP Medical
Level of Coverage : QB + Family
Date of Hire/Enrollment Date : 5/1/2000
Waiting Period Prior to First Coverage : 0
Last Day Covered : 7/31/2019

<u>Dependent Name</u>	<u>Relationship</u>	<u>Benefit Start</u>	<u>Benefit End</u>
Bob Test	Spouse		7/31/2019
Billy Test	Dependent Child		7/31/2019



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Statement of HIPAA Portability Rights

IMPORTANT - KEEP THIS CERTIFICATE. This certificate is evidence of your coverage under this plan. Under a federal law known as HIPAA, you may need evidence of your coverage to reduce a pre-existing condition exclusion period under another plan, to help you get special enrollment in another plan, or to get certain types of individual health coverage even if you have health problems.

Pre-existing Condition Exclusions

Some group health plans restrict coverage for medical conditions present before an individual's enrollment. These restrictions are known as pre-existing condition exclusions. A pre-existing condition exclusion can apply only to conditions for which medical advice, diagnosis, care, or treatment was recommended or received within the six (6) months before your enrollment date. Your enrollment date is your first day of coverage under the plan, or, if there is a waiting period, the first day of your waiting period (typically your first day of work). In addition, a pre-existing condition exclusion cannot last for more than 12 months after your enrollment date (18 months if you are a late enrollee). Finally, a pre-existing condition exclusion cannot apply to pregnancy and cannot apply to a child who is enrolled in health coverage within 30 days after birth, adoption, or placement for adoption. (NOTE: Under the Affordable Care Act, a group health plan must eliminate any pre-existing condition limitations as of the first day of the plan year that begins in 2014.)

If a plan imposes a pre-existing condition exclusion, the length of the exclusion must be reduced by the amount of your prior creditable coverage. Most health coverage is creditable coverage, including group health plan coverage, COBRA continuation coverage, coverage under an individual health policy, Medicare, Medicaid, State Children's Health Insurance Program (SCHIP), and coverage through high-risk pools and the Peace Corps. Not all forms of creditable coverage are required to provide certificates like this one. If you do not receive a certificate for past coverage, talk to your plan administrator.

You can add up any creditable coverage you have, including the coverage shown on this certificate. However, if at any time you went for 63 days or more without any coverage (called a break in coverage) a plan may not have to count the coverage you had before the break.

Therefore, once your coverage ends, you should try to obtain alternative coverage as soon as possible to avoid a 63-day break. You may use this certificate as evidence of your creditable coverage to reduce the length of any pre-existing condition exclusion if you enroll in another plan.

Right to get special enrollment in another plan

Under HIPAA, if you lose your group health plan coverage, you may be able to get into another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days. (Additional special enrollment rights are triggered by marriage, birth, adoption and placement for adoption.)

Therefore, once your coverage ends, if you are eligible for coverage in another plan (such as a spouse's plan), you should request special enrollment as soon as possible.

Prohibition against discrimination based on a health factor

Under HIPAA, a group health plan may not keep you (or your dependents) out of the plan based on anything related to your health. Also, a group health plan may not charge you (or your dependents) more for coverage, based on health, than the amount charged a similarly situated individual.

Right to individual health coverage

Under HIPAA, if you are an eligible individual, you have a right to buy certain individual health policies (or in some states, to buy coverage through a high-risk pool) without a pre-existing condition exclusion. To be an eligible individual, you must meet the following requirements:

1. You must have had coverage for at least 18 months without a break in coverage of 63 days or more;
2. Your most recent coverage was under a group health plan (which can be shown by this certificate);
3. Your group coverage was not terminated because of fraud or nonpayment of premiums;
4. You are not eligible for COBRA continuation coverage or you have exhausted your COBRA benefits (or continuation coverage under a similar state provision); and
5. You are not eligible for another group health plan, Medicare, or Medicaid, and do not have any other health insurance coverage.

00222 040 000008915

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City of Glendale
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ASSISTANCE, COBRA AND RETIREE BILLING

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
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The right to buy individual coverage is the same whether you are laid off, fired, or quit your job. Therefore, if you are interested in obtaining individual coverage and you meet the other criteria to be an eligible individual, you should apply for this coverage as soon as possible to avoid losing your eligible individual status due to a 63-day break.

Special information for people on FMLA leave

If you are taking leave under the Family and Medical Leave Act (FMLA) and you drop health coverage during your leave, any days without health coverage while on FMLA leave will not count towards a 63-day break in coverage. In addition, if you do not return from leave, the 30-day period to request special enrollment in another plan will not start before your FMLA leave ends.

Therefore, when you apply for other health coverage, you should tell your plan administrator of health insurer about any prior FMLA leave.

State flexibility

This certificate describes minimum HIPAA protections under federal law. States may require insurers and HMOs to provide additional protections to individuals in that state.

For More Information

If you have questions about your HIPAA rights, you may contact your state insurance department or the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) toll-free at 1-866-444-3272 (for free HIPAA publications, ask for publications concerning changes in health care laws). You may also contact the CMS publication hotline at 1-800-633-4227 (ask for Protecting Your Health Insurance Coverage). These publications and other useful information are also available on the Internet at <http://www.dol.gov/ebsa>.



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- e. Please provide your method of approach for submitting eligibility files to the carrier:

(ASI will report eligibility to carriers on a weekly basis. Once an individual enrolls in COBRA coverage and pays premium, coverage eligibility will be reported to the respective carriers or to the employer.)

- f. Explain how/if your system can handle a subsidy i.e. ASRS/PSPRS

(Often employers will offer severance arrangements to former employees and subsidize the full premium, or a portion of the premium. ASI's system can accommodate various types of subsidy arrangements and include the total premium, the subsidized amount, and the amount owed on the monthly coupon.)

- g. Provide 3 current public sector client and 3 recently terminated references:

Current Public Sector Client References:

- 1) Company Name: (Knox County Government, COBRA)
Contact Name: (Stephanie Candler, MBA, Senior Director)
Phone Number: (865.215.4575)
Location: (Knoxville, TN)
Number of Members: (2237)
Contract Start Date: (2013)
- 2) Company Name: (State of Delaware, FSA & COMMUTER)
Contact Name: (Faith L. Rentz, Director of Statewide Benefits)
Phone Number: (302.739.8331)
Location: (Dover, DE)
Number of Members: (6,006 FSA Participants; 1,841 Commuter)
Contract Start Date: (2000)
- 3) Company Name: (State of Missouri, FSA)
Contact Name: (Curtis Forck, Central Payroll Manager)
Phone Number: (573.522.5863)
Location: (Jefferson City, MO)
Number of Members: (68,000; 6,576 FSA Participants)
Contract Start Date: (1992)

Recently Terminated:

- 4) Company Name: (City of Colorado Springs, FSA & HRA)
Contact Name: (Jennifer Stroh, Benefits & Wellness Manager)
Phone Number: (719.385.5116)
Termination Reason: (Competitive bid process)
Termination Date: (2021)



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- 5) Company Name: (City of Fort Collins, FSA)
Contact Name: (LeeAnna Vargas, Benefit Specialist)
Phone Number: (970.416.2785)
Termination Reason: (Competitive bid process)
Termination Date: (2021)
- 6) Company Name: (Superior Court of San Bernardino County, FSA)
Contact Name: (Susan Zenzen, Human Resources)
Phone Number: (909.521.3635)
Termination Reason: (ASIFlex choose not to renew contract due to Court employees not wanting to comply with IRS substantiation requirements.)
Termination Date: (2016)

4. Reporting Services (Employer, Participant, Participant Online Access)

- a. Do you agree to provide monthly management reports?

(Yes. ASIFlex has included descriptions of its most commonly requested reports below. The reports can be provided in any frequency requested by the client, and different reports can be provided to different departments on a regular basis. Reports are posted to the secure employer portal, and the client can also generate reports on-demand 24/7. These reports can be tailored to meet the needs of the client and ad hoc reports are available at any time upon request.

Year-to-Date Status Report

This monthly and annual report summarizes, by participant, all year-to-date activity. It includes participant name, Social Security Number or alternate unique identifier, annual election amount, amounts contributed year-to-date, amounts requested year-to-date, amounts reimbursed year-to-date, fund balances, and available funds for both health care and dependent care. There are number of queries, one of which is a report of outstanding debit card transactions.

Discrepancy Reports

ASIFlex will receive employee contribution data for each spending account from each payroll center. ASIFlex will verify that this actual payroll information matches the expected

deductions based on the original enrollment data and updates due to changes in status. ASIFlex will post a discrepancy report to the secure employer portal each payroll cycle that identifies payroll deduction amounts that do not match the expected amounts. The report includes the payroll issue date, participant name, Social Security Number or alternate unique identifier, pay cycle and payroll ID. This report is designed to be a communication tool to identify coverage changes and terminations to ASIFlex.



City of Glendale
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HEALTH FLEX SPENDING, DEPENDENT CARE
ASSISTANCE, COBRA AND RETIREE BILLING

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

Reimbursement Listing

The reimbursement listing summarizes claims payment activity during the specified period within the selected plan year. The total claims payments for health care and dependent care are listed for each day of the reporting period. The number of reimbursements issued by check and direct deposit (ACH), as well as debit card transactions are listed. The reimbursement listing can also include detailed payment information for each participant.

Payment/Contribution Report

The payment/contribution report summarizes each participant's claims reimbursements and payroll contributions during the specified reporting period and plan year-to-date through the end of the reporting period. The participant's Social Security Number or alternate unique identifier can also be included.

Administrative Fee Invoice

The invoice is posted to the employer portal monthly which reflects the number of participants, the monthly per participant fee, and the total amount due. The invoice is posted on the first day of the calendar month and captures activity for the prior month. Invoices are payable upon receipt.

Daily Email Activity Notice

This email notifies the client of the amounts issued that day for each flexible spending account. The notice is sent one business day in advance of the effective date of the debits from the client's account and can be sent to any individual(s) designated by the client.)

- 1) Are you capable of providing reports more frequently, when requested?

(Yes.)

- 2) Please provide a sample of the report.



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Year-to-Date Status Report:

This monthly and annual report summarizes (by person) all year-to-date participant activity. It includes each participant's name, Social Security Number (or alternate unique identifier), annual election amount, amount contributed year-to-date, amount requested year-to-date, amount reimbursed year-to-date, fund balances, and available funds for both health care and dependent care.

Soc Sec Nbr	Name	Annual Medical	FMS Available	Contribd Medical	Paid Medical	YTD Balance	Dep Care Annual	Dep Care Contributed	Dep Care Paid	Dep Care Balance	Dep. Care Pending Claims
#####	Adams,	2,500	1900	628	1,500	0					
#####	Allen,	3,200	1500	600	1,700	0					
#####	Avaroz,	2,700	2000	675	700	0	5900	1250	0	1250	
#####	Barka,	2,000	1000	500	1,000	0					
#####	Bellesd	1,500	1200	375	300	0					
#####	Billet,	3,000	1500	750	1,200	0					
#####	Calli,	3,500	1754	750	1,246	0	1557	557.5	365	0	
#####	Cook,	3,500	2544	675	956	0					
#####	Counsten	2,200	1574	550	326	204					
#####	Dubbya,	2,020	1125	505	693	0	4500	1125	371	753.75	
#####	Elesta,	1,967	1001	496.75	966	0					
#####	Houser,	4,000	2205	1600	1,755	0					
#####	Hulk,	3,500	1055	550	2,745	0					
#####	Ingrid,	3,500	2225	500	1,375	0					
#####	Kidd,	2,200	2000	550	200	350					
#####	Lighr,	2,500	1500	700	1,300	0					
#####	Norman,	2,500	1500	625	1,000	0					
#####	Siebs	2,000	1341	500	159	241					
#####	Smith	4,000	2201	1500	1,795	0					
#####	Wan	3,750	3601	927.5	145	755.5					
#####	William	3,320	2200	600	1,100	0					
21 Total Participants			21 Medical Participants				3 Dependent Care Participants				



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Discrepancy Reports:

ASIFlex will send a Discrepancy Report to the appropriate payroll/personnel center each payroll cycle that will cite any and all salary reductions that do not match the expected amounts. The report lists each employee whose payroll contribution does not match the amount expected by ASIFlex. The payroll issue date is listed in the top right hand corner of the page. Each employee's name, Social Security Number and/or Employee Identification Number, pay cycle and payroll ID are listed for each employee with a discrepancy. This report is designed to be a communication tool to identify coverage changes and terminations to ASIFlex.

8/31/xxxx

Discrepancy Report Issue Date 8/31

Rachel

Human Resources

P O Box ###

Soc-Sec-Num	Employee Name	Pay Cyc	Employee ID:
456-52-****	MARJORIE, S	18	
HAS THERE BEEN A CHANGE OF ELECTION TO DEPENDENT CARE?			
HAVE NO FORM INDICATING ANY CHANGES.			
Amount you sent not as expected	DepC FSA	93.83 Sent	106.56 Expected
125-56-****	SMITH, J	18	
18 PP EMPLOYEE EXPECTED BACK THIS TIME BUT WAS MISSING--I			
WILL EXPECT TO SEE DOUBLE ON 9/15/YR UNLESS I HEAR OTHERWISE			
No data sent for this employee	Hlth FSA		22.23 Expected
	DepC FSA		191.67 Expected
102-54-****	MICHAEL, J	18	
I HAD INFORMATION THAT DEP CARE WAS STOPPED--WHY DID WE			
RECEIVE CONTRIB. THIS TIME?			
Amount you sent not as expected	DepC FSA	111.12 Sent	0.00 Expected
002-51-****	MOORE, A	24	
MISSED 8/15 AND 8/31 SO I AM TERMING AS OF 7/31			
No data sent for this employee	Hlth FSA		53.57 Expected



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Reimbursement Listing:

The reimbursement listing summarizes payment activity during the specified period within the selected plan year. This includes:

- Pay Type – ACH direct deposits, checks, debit card transactions, direct provider payments.
- Account Type – Health Care FSA or Dependent Care FSA
- Totals – By dollar amount, and by pay type.

FSA Payments 11/02/20YY for plan year 1/01/20YY - 12/31/20YY

Emp I.D	Name	Pay Type	H.C.F.S.A.	D.C.A.P.	Total	Date
XXXXXX	XXXXX	ACH			1185	11/2/20YY
XXXXXX	XXXXX	ACH		298	298	11/2/20YY
XXXXXX	XXXXX	DBTCRD	10.14		10.14	11/2/20YY
XXXXXX	XXXXX	DBTCRD	342.66		342.66	11/2/20YY
XXXXXX	XXXXX	1458277	121.12		121.12	11/2/20YY
XXXXXX	XXXXX	DBTCRD	10.32		10.32	11/2/20YY
XXXXXX	XXXXX	DIRPAY		200		11/2/20YY
	Total this day		782.24	1385	2167.24	11/2/20YY

	Checks	ACHs	Cards	Dir Pays	Check \$	ACH \$	Card \$	Dir Pay \$
Total this day	1	2	3	1	121.12	1483	363.12	200



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Payment/Contribution Report:

The Payment/Contribution Report summarizes each participant's claims reimbursements and payroll contributions during the specified reporting period and plan year-to-date through the end of the reporting period. The participant's Social Security Number and/or Employee Identification Number and name can also be included.

Payment/Contribution Report -- Flex Accounts Only -- 20XX							
<----- 01/01/YR - 07/31/YR ----->				<-----20XX Y-T-D through			
7/31/YEAR----->							
DC Contribtd	DC Paid	Med Contribtd	Med Paid	DC Contribtd	DC Paid	Med Contribtd	Med Paid
		SSN	Name				
125-36-*****JONES,J	650		277.77			650	277.77
456-78-*****THOMAS,P	556.7		235			556.7	235
344-56-*****ADMAN,T	650		40			650	40
785-09-*****OSCAR,C	2200		699			2200	699
123-45-*****DILLON,B	315		100			315	100
457-89-*****MOORE,A	2316		1502	452	452	2316	1502



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Email Daily Activity Notice:

This notice will notify the employer of the amounts issued that day for each flexible spending account. The notice is sent one day in advance of the effective date of the debits from the employer's account and can be sent to any individual (or individuals) designated by the employer.

=====

Email address: greg*****@*****.gov
RE: FSA Payments

To: Greg *****

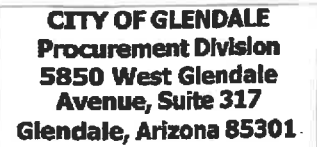
FSA Payments for ***** Flexible Benefits Plan

Payments processed on 3/26/YR for plan year 20XX

Category	Amount
Medical Reimbursement	14,794.92
Dependent Care	5,200.36
Total	19,995.28

Category	Check	ACH
Medical Reimbursement	2,770.78	12,024.14
Dependent Care		5,200.36
Total	2,770.78	17,224.50

=====



SAMPLE ADMINISTRATIVE FEE MONTHLY INVOICE
The year-to-date status report can be generated on-demand which provides back up detail to the invoice.



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b. Indicate if your proposal includes the following and provide a sample of each statement:

- 1) Confirmation of enrollment statement.
- 2) Year-end statement of account balance.
- 3) Quarterly statement of account balances.
- 4) In what format are participant statements provided (mail or online)?
- 5) If they are not provided via mail is there an additional charge to have them mailed?

1. (Yes.)



Confirmation date: 12/21/2016

Coverage effective date: 1/01/2017



This is your Application Software, Inc. enrollment confirmation

	Per pay Period	Number of periods	Annual Total	Coverage Effective
HCPSA	100.00	26	2,600.00	01/01/17
DCAP		Not Enrolled		

Reimbursements will be made into account number xxxxxxxxxxxxxxx563 at
(routing number = 104000016).

Notices sent to

Notices sent to cell# with AT&T Wireless.

If this does not agree with your records, please call ASI immediately.

Claims for Plan Year ending December 31, 2017 must be filed by March 31, 2018.
Health Care FSA participants may order a debit card by completing and submitting
the application form located at asiflex.com/debitcards.
Use your user name to access your account any time @ asiflex.com.



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2. (Yes.)

Year-to-Date Status Report:

This monthly and annual report summarizes (by person) all year-to-date participant activity. It includes each participant's name, Social Security Number (or alternate unique identifier), annual election amount, amount contributed year-to-date, amount requested year-to-date, amount reimbursed year-to-date, fund balances, and available funds for both health care and dependent care.

Sec	Sec Numbr	Name	Annual Medical	FMR Available	Contrib Medical	Paid Medical	FMR Balance	Dep Care Annual	Dep Care Contributed	Dep Care Paid	Dep Care Balance	Dep. Care Pending Claims
#####		Adams,	2,500	1500	624	1,800	0					
#####		Allen,	3,200	1800	800	1,700	0					
#####		Arango,	2,700	2060	678	700	0	5900	2280	0	1280	
#####		Barka,	2,600	1000	800	1,600	0					
#####		Bellard	1,800	1200	378	800	75					
#####		Biller,	3,000	1800	780	1,200	0					
#####		Calli,	3,000	1754	750	1,244	0	3480	667.5	986	0	
#####		Cook,	3,500	2544	878	856	0					
#####		Coutten	2,200	1874	880	328	224					
#####		Dubbya,	2,000	1125	505	653	0	4800	1125	371	783.75	
#####		Elewre,	1,500	1061	436.75	566	0					
#####		Escobar,	4,000	2205	1000	1,755	0					
#####		Holk,	3,800	1086	580	2,745	0					
#####		Ingruid,	3,400	2222	500	1,376	0					
#####		Kidd,	2,200	2000	550	200	380					
#####		Lights,	2,500	1800	700	1,300	0					
#####		Norman,	2,500	1600	622	1,600	0					
#####		Slake	2,000	1341	800	169	341					
#####		Smith	4,000	2201	1000	1,799	0					
#####		Wan	3,750	3401	917.5	149	766.5					
#####		William	3,200	2100	880	1,120	0					
21 Total Participants			21 Medical Participants					3 Dependent Care Participants				



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3. (Yes.)



State of Missouri Flexible Spending Account
Plan Account as of: Year

House, Morris
1234 ABC Lane
Any town, MO 98765

	Health Care Reim *****
Cntrib each pay period	200.00
Plan Year election	2400.00
Y.T.D. Contributed	2400.00
Y.T.D. Approved Claims	2057.30
Y.T.D. Paid	2057.30

Available Funds	342.70

Coverage began on year
Coverage ended on year
Summary information for the Plan Year that ended year.
The deadline to submit claims is June 30, year.
You can submit claims via the ASIFlex Mobile App, online at asiflex.com, by
toll-free fax or mail.

Action Required!
Set up or update your online account. Go to asiflex.com and click on Online
Access/Account Detail, then Participant/Account Detail.
New users: Click "Create an account." Be sure to sign up for direct deposit to
receive reimbursements to your bank account; and sign up for email and text
alerts.
Returning users: Enter your username and password and "Sign in." Be sure to
update your account settings for banking information, and for email and text
alerts.
Also, be sure to download the ASIFlex Mobile App, free on Google play or the App
Store. You can snap a picture of your claim documentation and submit claims on
the go; and check your account balance 24/7!

4. (Both: mail or online.)
5. (No additional cost.)



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5. Cost of Services

- a. Are the rates or fees quoted in your proposal firm and will not be recalculated based on actual enrollment?

(Fee quotes are FIRM; there will be no recalculated cost for actual enrollment.)

- b. Are your quoted rates guaranteed for a minimum of 24 months?

(Yes.)

- c. Your proposal should be net of commissions. Is your quote consistent with this request? If not, please explain what commissions you are proposing?

(No net commissions.)

- d. Do you agree to give the Client at least 180 days advance written notice of any change in fees/premium?

(Yes.)

- e. Does your fee include the preparation of the plan document/summary plan description?

(Yes.)

- f. Does your fee include the preparation of amendments to the plan document/SPD?

(Yes.)

- g. Is there an added fee to administer a debit card? If so include in Pricing Workbook.

(No.)

6. VENDOR EXCEPTIONS:

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name: Exhibit 3 – Insurance Requirements



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Section: 1.a.i. Commercial General Liability – General Aggregate \$5,000,000

Exception: Vendor's General Aggregate is only \$3,000,000

(As the incumbent for the City of Glendale, ASI expects to continue with uninterrupted and seamless services while ensuring the same level of commitment of services to the City, including maintaining its current contract unless the City deems it fit to make any amended changes.)

7. ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

(Acknowledged and Attached)



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	SOLICITATION ADDENDUM Solicitation Number: RFP 24-21 Addendum No. 1 Page 1 of 5 Solicitation Due Date: November 22, 2023, 2:00 P.M. (Local Time)	CITY OF GLENDALE Procurement Division 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301
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RFP 24-21 / 42400020
HEALTH FLEX SPENDING, DEPENDENT CARE ASSISTANCE,
COBRA BILLING, RETIREE BILLING AND DIRECT BILL SERVICES
ADDENDUM NO. 1

The following clarifications have been made to RFP 24-21:

1. Questions:

- a. Are Direct Billing and Leave of Absence one in the same?
Response: Yes.
- b. Is the COBRA billing listed in the Pricing Workbook per participant or per eligible employees?
Response: Per participant per month.
- c. What are the fees contained in the current contract.
Response: See Exhibit A, attached.
- d. Are there any areas of enhancement or improved services you are looking for?
Response: Eligibility could be smoother.
- e. Are you looking for one contract to cover all these services?
Response: Yes.
- f. Who currently handles your Health Reimbursement Account?
Response: Aviben is the current vendor. We are not merging these services with the new contract.
- g. On page 12 of the RFP, Section 5.c, it states that five (5) references are required. However, the Response Sheet requests 3 Current Public Sector Client References and 3 Recently Terminated References. Which is correct?
Response: The Response Sheet is correct. Please provide 3 current public sector clients and 3 recently terminated references.
- h. Does the subsidy amount vary for COBRA?
Response: It can vary depending on plan, coverage and age. The maximum one can receive from ASRS is \$260. The max one can receive from PSPRS is \$260. The City at times may also provide a 100% subsidy to a surviving spouse of an employee who was killed in the line of duty. The subsidy amount must be flexible.
- i. Are you looking at payments going to the City or to vendors?
Response: To the City.



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- j. In regard to Dependent Care and Flex Savings, will the new contract need to take over any of these services?

Response: Since both services are on a fiscal year basis, this will not be required.

- k. Does the City currently retain the COBRA 2% add on premium for COBRA premiums (non-Retirees)?

Response: We do not.

- l. Can you share who the current TPA is for these services?

Response: ASIFlex, ASICOBRA

- m. Is the City billed for COBRA on a flat PEPM model or on a per letter basis?

Response: See Exhibit A, attached.

- n. Does the City currently provide a prefunding deposit for the FSA plan?

Response: Yes.

- o. Does the City push funds to the TPA via ACH or allow the TPA to auto-debit an account for plan funding?

Response: The City allows the TPA to auto-debit an account for plan funding.

- p. **Comment: 80% of our newly retired employees enroll in COBRA because they have a Retiree Health Reimbursement Account. When we set up the COBRA account, we input any subsidies and identify that person as having an HRA. The COBRA vendor and the HRA vendor work together to ensure that payment from the HRA is initiated every month via ACH to cover the COBRA cost. This is the same process for our grandfathered retiree population.**



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 Glendale ARIZONA	SOLICITATION ADDENDUM	CITY OF GLENDALE Procurement Division 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301
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Exhibit A

Retiree Billing Services and COBRA Services (Current)

RETIREE BILLING SERVICES			ANNUAL COST	
Description of Services	Unit of Measure	A	B	C
		Quantity	Unit Cost	Extended Cost (A*B)
Setup Fees	One-Time	1	\$0.00	\$0.00
Notifications to current enrollers of Vendor Change (Introductory letters)	One-Time, per letter	30	\$0.00	\$0.00
Administrative Fees	Monthly	12	\$5.00 minimum \$50.00 per mo.	\$60.00
Annual Fees	Annual	1	\$0.00	\$0.00
RETIREE "qualifying event" initial notification of eligibility for newly terminated Providers	Per Letter	20	\$15.00	\$300.00
Rush Letters	Per Letter	30	\$0.00	\$0.00
Billing, Collection, and Remittance Fees for Participant Insurance Premiums	Per Enrollee	30	\$0.00	\$0.00
Rate change notification fees	Per change	1	Same as below	Same as below
Annual Open Enrollment notification and changes	Per Letter	1	\$8.00 plus postage	\$96.00, plus postage
Custom reports	Hourly Rate	10	\$125	\$0.00



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SOLICITATION ADDENDUM

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Exhibit A (cont.)

COBRA Services

		ANNUAL COST		
Description of Services	Unit of Measure	A Quantity	B Unit Cost	C Extended Cost (A*B)
Setup Fees	One-Time	1	\$0.00	\$0.00
Notifications to current enrollees of Vendor Change (Introductory letters)	One-Time, per letter	30	\$0.00	\$0.00
Administrative Fees	Monthly	12	\$5.00/minimum \$50.00 per mo.	\$60.00
Annual Fees	Annual	1	\$0.00	\$0.00
COBRA "qualifying event" initial notification of eligibility for newly terminated Providers	Per Letter	20	\$15.00	\$300.00
"Newly Covered" Provider notification letters (Assumes this is Initial COBRA Notice)	Per Letter	25	\$3.00	75.00
	Per Letter	30	\$0.00	\$0.00
Rush Letters	Per Letter	30	\$0.00	\$0.00
Billing, Collection, and Remittance Fees for Participant Insurance Premiums	Per Enrollee	30	\$0.00	\$0.00
Rate Change notification Fees	Per change	1	Same as below	Same as below
Annual Open Enrollment notification and changes	Per Letter	1	\$8.00 plus postage	\$96.00, plus postage
Custom reports	Hourly Rate	10	\$125	\$0.00

	City of Glendale Solicitation Number: RFP 24-21 / 42400020 HEALTH FLEX SPENDING, DEPENDENT CARE ASSISTANCE, COBRA AND RETIREE BILLING	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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	SOLICITATION ADDENDUM	CITY OF GLENDALE Procurement Division 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301
	Solicitation Number: RFP 24-21 Addendum No. 1 Page 5 of 5 Solicitation Due Date: November 22, 2023, 2:00 P.M. (Local Time)	

All other solicitation provisions, terms and conditions and scope of work shall remain the same. Offerors must acknowledge receipt and acceptance by returning this addendum with their proposal.

Name of Company:	Application Software, Inc. dba ASIFlex
Address:	201 W. Broadway, #4C, Columbia, MO 65203
Authorized Signature:	
Print Name and Title:	Ashlee Sorber, VP & General Counsel



City of Glendale
Solicitation Number: RFP 24-21 / 42400020
HEALTH FLEX SPENDING, DEPENDENT CARE
ASSISTANCE, COBRA AND RETIREE BILLING

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

 Glendale	SOLICITATION ADDENDUM	CITY OF GLENDALE Procurement Division 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301
	Solicitation Number: RFP 24-21 Addendum No. 2 Page 1 of 5 Solicitation Due Date: November 22, 2023, 2:00 P.M. (Local Time)	

RFP 24-21 / 42400020
HEALTH FLEX SPENDING, DEPENDENT CARE ASSISTANCE,
COBRA BILLING, RETIREE BILLING AND DIRECT BILL SERVICES
ADDENDUM NO. 2

The following additional clarifications have been made to RFP 24-21:

1. Questions:

- a. What are the FSA fees contained in the current contract.
Response: See Exhibit A, attached.
- b. Are there any areas of enhancement or improved services you are looking for?
Response: Eligibility could be smoother.
- c. Are you looking for one contract to cover all these services?
Response: Yes.
- d. Who currently handles your Health Reimbursement Account?
Response: Aviben is the current vendor. We are not merging these services with the new contract.
- e. On page 12 of the RFP, Section 5.c, it states that five (5) references are required. However, the Response Sheet requests 3 Current Public Sector Client References and 3 Recently Terminated References. Which is correct?
Response: The Response Sheet is correct. Please provide 3 current public sector clients and 3 recently terminated references.
- f. Does the subsidy amount vary for COBRA?
Response: It can vary depending on plan, coverage and age. The maximum one can receive from ASRS is \$260. The max one can receive from PSPRS is \$250. The City at times may also provide a 100% subsidy to a surviving spouse of an employee who was killed in the line of duty. The subsidy amount must be flexible.
- g. Who does the group utilize for a ben admin / HRIS system or payroll / enrollment platform?
Response: Munis Tyler.
- h. Number of employees covered under a cobra eligible plan (i.e. 1750 employees covered under Medical, 1700 covered under dental, etc)
Response: Medical – 1677, Dental – 1693, Vision 1438.
- i. How likely is the City of Glendale to change vendors? (1 Not likely – 10 Absolutely)
Response: 5.



City of Glendale
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	SOLICITATION ADDENDUM	CITY OF GLENDALE Procurement Division 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301
	Solicitation Number: RFP 24-21 Addendum No. 2 Page 2 of 5 Solicitation Due Date: November 22, 2023, 2:00 P.M. (Local Time)	

- j. What is most important to the City of Glendale when it comes to this administration?
Response: Accuracy and customer service.
- k. Is the City of Glendale experiencing any pain points with the administration today?
Response: Minor eligibility issues (vendor to vendor).
- l. What HRIS vendor or software will the city use for eligibility reporting?
Response: Munis (Tyler Tech).
- m. In regard to the Health Flex Spending and Dependent Care Assistance, does the City contribute to the FSA or DCA account?
Response: No.
- n. In regard to the Health Flex Spending and Dependent Care Assistance, what was the total Annual Elections Amounts for 2022's Flexible spending accounts?
Response: 2022 was \$545,200; 2023 was \$585,900.
- o. In regard to COBRA, how many Qualifying Event Notifications are sent annually (or approximately monthly average)?
Response: 10 - 20.
- p. In regard to COBRA, how many Initial Notices are sent annually for New Hires?
Response: 50 - 75.
- q. In regard to COBRA, how many current Cobra Participants currently?
Response: 35.
- r. In regard to Retiree Billing, how many Qualifying Event Notifications are sent annually?
Response: 5.
- s. In regard to Retiree Billing, how many retirees are Retiree Billing participants?
Response: 500+.
- t. In regard to Leave of Absence/Direct Bill, how many LOA participants does the City have?
Response: 5.
- u. It is indicated that 80% new Retirees require COBRA for their RA. Are these participants categorized as COBRA or Retiree Billing participants? Is that population's participation numbers included in the response to the above question(s)?
Response: Our current population of retirees are grandfathered and are considered "Retiree Billing." Their coverages continue until they cancel. Active employees who terminate employment via "Retirement" are provided the HRA and are categorized as COBRA participants. They are not included in the Retiree Billing section.



City of Glendale
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HEALTH FLEX SPENDING, DEPENDENT CARE
ASSISTANCE, COBRA AND RETIREE BILLING

CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

 Glendale AZ	SOLICITATION ADDENDUM	CITY OF GLENDALE Procurement Division 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301
	Solicitation Number: RFP 24-21 Addendum No. 2 Page 3 of 5 Solicitation Due Date: November 22, 2023, 2:00 P.M. (Local Time)	

Exhibit A

FSA Fees (Current)

	Requested	Proposed				
		Year 1	Year 2	Year 3	Year 4	Year 5
Initial Set-up Fee(s)	None	None	None	None	None	None
First-Year Fee	None	None	None	None	None	None
Renewal Fee		None	None	None	None	None
Monthly Fee Per Participant						
Health Care	Per Participant Per Month	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95
Dependent Care	Per Participant Per Month	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95
Both Accounts	Per Participant Per Month	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95
Debit Card	Per Participant Per Month	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Minimum Monthly Fee (Projected annual Cost Per Participant)						
Annual Fees ~~Without~~ Debit Card (includes set up or renewal fee)		\$2.95 ppm; \$35.40 pp annual	Same	Same	Same	Same
Annual Fees ~~With~~ Debit Card (includes set up or renewal fee)		Same	Same	Same	Same	Same
For each of the items below please indicate if they are included in the monthly proposed fees above.						
Claims Processing/Payment	Included	Included	Included	Included	Included	Included
2 Debit Cards	Included	Included	Included	Included	Included	Included
Replacement Cards	Included	Included	Included	Included	Included	Included



City of Glendale
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HEALTH FLEX SPENDING, DEPENDENT CARE
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Exhibit A (cont.)

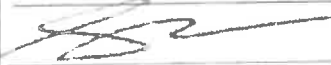
FSA Fees (Current)

Direct Deposit	Included	Included	Included	Included	Included	Included
Employer Web Services - Enrollment	Included	Included	Included	Included	Included	Included
Employer Web Services - Payment Lookup	Included	Included	Included	Included	Included	Included
Hard Copy Enrollment/Communication Services	Included	Included	Included	Included	Included	Included
Attendance at Open Enrollment Meetings	Included	Included	Included	Included	Included	Included
Creation of a Flex Plan Document/SPD	Included	Included	Included	Included	Included	Included
Amendments to the Flex Plan Document/SPD	Included	Included	Included	Included	Included	Included
Non-discrimination Testing						
Health FSA: Eligibility Test	Included	Included	Included	Included	Included	Included
Health FSA: Benefits Test	Included	Included	Included	Included	Included	Included
DCAP: Eligibility Test	Included	Included	Included	Included	Included	Included
DCAP: Contributions and Benefits Test	Included	Included	Included	Included	Included	Included
DCAP: More Than 5% Owners Concentration Test	Included	Included	Included	Included	Included	Included
DCAP: 55% Average Benefits Test	Included	Included	Included	Included	Included	Included
Postage Costs	Included	Included for claim processing	Included for claim processing	Included for claim processing	Included for claim processing	Included for claim processing
Employee Statement Mailings:						
a. Confirmation of Enrollment	Included	Included	Included	Included	Included	Included
b. Year End Statement of Account Balance	Included	Included	Included	Included	Included	Included
c. Quarterly Statement of Account Balance	Included	Included	Included	Included	Included	Included
Identify any other fees/charges associated with this program that are NOT included in the above administration fees.	None	None	None	None	None	None

	City of Glendale Solicitation Number: RFP 24-21 / 42400020 HEALTH FLEX SPENDING, DEPENDENT CARE ASSISTANCE, COBRA AND RETIREE BILLING	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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	SOLICITATION ADDENDUM Solicitation Number: RFP 24-21 Addendum No. 2 Page 5 of 5 Solicitation Due Date: November 22, 2023, 2:00 P.M. (Local Time)	CITY OF GLENDALE Procurement Division 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301
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All other solicitation provisions, terms and conditions and scope of work shall remain the same. Offerors must acknowledge receipt and acceptance by returning this addendum with their proposal.

Name of Company:	Application Software, Inc. dba ASIFlex
Address:	201 W. Broadway, #4C, Columbia, MO 65203
Authorized Signature:	
Print Name and Title:	Ashlee Sorber, VP & General Counsel

8. CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section within Exhibit 1 for required information to be included here.

(No conflicts of interest.)

As an incumbent for the City of Glendale, ASI expects to continue with uninterrupted and seamless FSA and COBRA services for the City.)

OFFEROR NAME: Application Software, Inc. dba ASIFlex

EXHIBIT B
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation will be as specified in RFP 24-21 Pricing Workbook.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for Services as defined herein during the entire term of the Project must not exceed \$200,000.

DETAILED PROJECT COMPENSATION

See attached Pricing Workbook.



City of Glendale
Solicitation Number: RFP 24-21/42400020
HEALTH FLEX SPENDING, DEPENDENT CARE
ASSISTANCE, COBRA AND RETIREE BILLING
PRICING WORKBOOK

CITY OF GLENDALE
Procurement Department
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

3. PRICING/COST WORKBOOK

PRICING WORKBOOK

1. Do not add or delete rows, columns or alter-pre-labeled text in the exhibits
2. Electronic copies of these exhibits must be returned in this format. Do not provide in a PDF format.
3. Do not extract individual worksheets (exhibits) and submit as separate workbooks in the electronic copy.

	Requested	Proposed				
		Year 1	Year 2	Year 3	Year 4	Year 5
Initial Set-up Fee(s)	None	None	None	None	None	None
First-Year Fee	None	None	None	None	None	None
Renewal Fee		None	None	None	None	None
Monthly Fee Per Participant						
Health Care	Per Participant Per Month	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95
Dependent Care	Per Participant Per Month	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95
Both Accounts	Per Participant Per Month	\$2.95	\$2.95	\$2.95	\$2.95	\$2.95
Debit Card	Per Participant Per Month	\$0	\$0	\$0	\$0	\$0
COBRA Billing	Per Participant Per Month	\$5	\$5	\$5	\$5	\$5
Retiree/Direct Bill	Per Participant Per Month	\$0	\$0	\$0	\$0	\$0
Minimum Monthly Fee	None					



City of Glendale
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HEALTH FLEX SPENDING, DEPENDENT CARE
ASSISTANCE, COBRA AND RETIREE BILLING
PRICING WORKBOOK

CITY OF GLENDALE
Procurement Department
5850 West Glendale
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Glendale, Arizona 85301

Annual Fees Without Debit Card (includes set up or renewal fee)		\$0	\$0	\$0	\$0	\$0
Annual Fees With Debit Card (includes set up or renewal fee)		\$0	\$0	\$0	\$0	\$0
For each of the items below please indicate if they are included in the monthly proposed fees above.						
Claims Processing/Payment	Included	Incl	Incl	Incl	Incl	Incl
2 Debit Cards	Included	Incl	Incl	Incl	Incl	Incl
Replacement Cards	Included	Incl	Incl	Incl	Incl	Incl
Direct Deposit	Included	Incl	Incl	Incl	Incl	Incl
Employer Web Services – Enrollment	Included	Incl	Incl	Incl	Incl	Incl
Employer Web Services – Payment Lookup	Included	Incl	Incl	Incl	Incl	Incl
Hard Copy Enrollment/Communication Services	Included	Incl	Incl	Incl	Incl	Incl
Attendance at Open Enrollment Meetings	Included	Incl	Incl	Incl	Incl	Incl
Creation of a Flex Plan Document/SPD	Included	Incl	Incl	Incl	Incl	Incl
Amendments to the Flex Plan Document/SPD	Included	Incl	Incl	Incl	Incl	Incl
Other	Per Participant Per Month	Incl	Incl	Incl	Incl	Incl
Nondiscrimination Testing						
Health FSA: Eligibility Test	Included	Incl	Incl	Incl	Incl	Incl
Health FSA: Benefits Test	Included	Incl	Incl	Incl	Incl	Incl
DCAP: Eligibility Test	Included	Incl	Incl	Incl	Incl	Incl
DCAP: Contributions and Benefits Test	Included	Incl	Incl	Incl	Incl	Incl
DCAP: More Than 5% Owners Concentration Test	Included	Incl	Incl	Incl	Incl	Incl
DCAP: 55% Average Benefits Test	Included	Incl	Incl	Incl	Incl	Incl

	City of Glendale Solicitation Number: RFP 24-21/42400020 HEALTH FLEX SPENDING, DEPENDENT CARE ASSISTANCE, COBRA AND RETIREE BILLING PRICING WORKBOOK			CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301		
Postage Costs	Included	Incl	Incl	Incl	Incl	Incl
Other	Per Participant Per Month	Incl	Incl	Incl	Incl	Incl
Employee Statement Mailings:						
a. Confirmation of Enrollment	Included	Incl	Incl	Incl	Incl	Incl
b. Year End Statement of Account Balance	Included	Incl	Incl	Incl	Incl	Incl
c. Quarterly Statement of Account Balance	Included	Incl	Incl	Incl	Incl	Incl
Identify any other fees/costs associated with this program that are NOT included in the above administration fees.	None	None	None	None	None	None

PAYMENT Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

TAX AMOUNT Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: Application Software, Inc. dba ASIFlex.