

# TOWN OF LAKE HAMILTON TOWN COUNCIL SPECIAL MEETING AGENDA FOLLOWED BY A BUDGET WORKSHOP Tuesday, August 16, 2022

The Town Council of the Town of Lake Hamilton will hold a Special Meeting followed by a Budget Workshop, on Tuesday, August 16, 2022, at 5:00 PM at the Town Hall, 100 Smith Ave, Lake Hamilton, FL 33851.

5:00 P.M.

- 1. CALL TO ORDER BY THE MAYOR
- 2. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. ROLL CALL OF COUNCIL MEMBERS BY THE CLERK
- 5. ITEMS TO BE DISCUSSED BY THE COUNCIL
  - a. Consider Edward J Bynes 51% Grant- pages 1-3
  - **b.** Wastewater Impact Fee Study Agreement with Raftelis- pages 4-17
  - c. Health Insurance Update- pages 18-65
- 6. ADJOURN SPECIAL MEETING
- 7. OPEN BUDGET WORKSHOP
  - a. Continued Budget Discussion- no pages
- 8. ADJOURNMENT

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND F. S. 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THESE PROCEEDINGS PLEASE CONTACT TOWN CLERK, BRITTNEY SANDOVALSOTO, TOWN HALL, LAKE HAMILTON, FL AT 863-439-1910 WITHIN TWO (2) WORKING DAYS OF YOUR RECEIPT OF THIS NOTIFICATION. IF A PERSON DESIRES TO APPEAL ANY DECISION MADE BY THE TOWN COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, AFFECTED PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE WHICH THE APPEALS IS TO BE BASED. (F.S. 286.26.105)

# LAKE HAMILTON TOWN COUNCIL AUGUST 16, 2022

# 1.)Edward J Bynes Grant 51% Letter

Issue: The Town Council will consider approving the 2022-2023 Bynes Grant 51% Letter

### **Attachments:**

• 51% Letter

Analysis: The letter is for Approval of the Grant to be sent to Polk County.

**Staff Recommendation:** Approve the 51% Agreement

**Budget Analysis: None** 



Lake Hamilton Police Dept.

PHONE (863) 439-1561 FAX (863) 439-1136

Post Office Box 126 Lake Hamilton, FL 33851

August 2, 2022

Mr. Cody Menacof Office of Criminal Justice Grants Florida Department of Law Enforcement P.O. Box 1489 Tallahassee, FL 32308

Dear Mr. Cody Menacof:

In compliance with State of Florida Rule 11D-9, F.A.C., the Town of Lake Hamilton approves the distribution of \$174.722.00 of Federal Fiscal Year 2021 Edward Byrne Memorial JAG Program funds for the following projects in Polk County:

Subgrantee/Implementing Agency	Propose or Project Title		Amount
Auburndale PD	Citizen Safety Project		\$21,722.00
Bartow PD	Drone System with FLIR		\$25,000.00
Davenport PD	In Car Radar Units		\$6,750.00
Haines City PD	Ticket Printer Purchase		\$17,650.00
Lake Alfred PD	Utility Style Gas Carts		\$24,000.00
Lake Hamilton PD	Speed Monitor F Speed Displays		\$18,000.00
Lake Wales PD	Drone with FLIR		\$23,000.00
Lakeland PD	Personal Protective Equipment		\$25,000.00
Winter Haven PD	Level IIIA Ballistic Shields		\$13,600.00
		Total:	\$174,722.00

Sincerely,

Mike Kehoe Mayor Town of Lake Hamilton



# Lake Hamilton Police Dept.

003 PHONE (863) 439-1561 FAX (863) 439-1136

Post Office Box 126 Lake Hamilton, FL 33851

# 07/26/2022

The Lake Hamilton Police Department would like to purchase 3 solar powered Speed Monitor F speed displays with pole mounting brackets and tuning forks. These displays will be used to increase pedestrian and bicycle safety as well as decreasing crashes caused by speeding vehicles.

The approximate cost for this purchase will be \$18,000.

Sincerely,

Michael Teague Chief of Police

Lake Hamilton Police Dept.

# LAKE HAMILTON TOWN COUNCIL AUGUST 16, 2022

# 1.)Raftelis Wastewater Impact Fee Study

**Issue:** The Town Council will consider approving the proposal for Wastewater Impact Fee Study.

### **Attachments:**

Quote for Study

**Analysis:** The Town is required to have in place a wastewater impact study for wastewater impact fees.

Several companies were reached out to in reference to completing this study. Raftelis was recommended by the Construction Company of the Treatment Plant.

Staff Recommendation: Approve Resolution Contract with Raftelis in the amount of \$17,880.

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August 5, 2022

Mr. Michael Teague, MSCJ-CPM Interim Town Administrator and Chief of Police Town of Lake Hamilton 100 Smith Avenue Lake Hamilton, FL 33851

Subject: Wastewater Impact Fee Study

Dear Mr. Teague:

Based on our conversations with you on behalf of the Town of Lake Hamilton (the "Town") and as requested, we have prepared an agreement to provide utility rate and financial consulting services (the "Agreement") on behalf of the Town's water and wastewater utility enterprise fund (the "System"). The services to be provided by Raftelis Financial Consultants, Inc. (Raftelis) includes the preparation of a wastewater impact fee study to identify the fee to be charged to new development to recover the pro rata cost of wastewater utility capital investment and to provide general assistance in the codification of the fee (the "Project"). Based on our discussions, the Project would primarily consist of determining the capital investment to be recognized in the fee development, identify a level of service associated with the allocation of wastewater treatment capacity to new development requesting such capacity, develop a fee for the recovery of the identified capital costs, develop a technical memorandum or report documenting the analyses and assumptions relied upon in the fee development, and present the study to the Town Council and assist the Town's legal counsel in the codification of the wastewater impact fee.

Based on our understanding of the Project, Raftelis proposes the following:

# **Project Team and Billing Rates**

With respect to the performance of the Project, Mr. Robert J. Ori will be the Technical Advisor for the Project and Mr. Trevor McCarthy, CGFM will be the Project Manager for the Project; both will serve as primary contact between the Town and Raftelis. Raftelis may utilize other employees or associates during the Project as needed. Please see Attachment A for a summary of the personnel by title and billing rates for Raftelis staff that may be utilized during this engagement which is made part of this Agreement.

# **Scope of Services**

The scope of services to be performed by Raftelis is included in Attachment B, which is made a part of this Agreement.

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Mr. Michael Teague, MSCJ-CPM Town of Lake Hamilton August 5, 2022 Page 2

# **Compensation and Billing**

Based on the scope of services as summarized in Attachment B, we propose to establish a contract budget to perform the Project on behalf of the Village in the amount of \$17,880. A cost estimate is shown in Attachment C, which is made a part of this Agreement. This contract budget amount includes the direct cost of personnel anticipated to be assigned to conduct the various tasks of the Project by Raftelis as well as an allowance for other direct costs such as travel, telephone, delivery charges, and subconsulting expenses, if any.

The costs incurred by Raftelis for such other direct costs, if any, will be billed based on the actual cost to provide service. It is proposed that Raftelis would bill monthly for services relative to this engagement based on the sum of i) the hourly amount of time spent by the Project team members; and ii) the other direct costs incurred to provide the financial consulting services; and iii) the subconsulting expenses incurred by Raftelis, if any, as required to assist in Project completion, as adjusted for administrative costs per Attachment A.

It should be noted that the proposed contract budget would be billed on an hourly basis predicated on the actual work effort performed by Raftelis and not on a lump-sum basis. To the extent that the Project was completed at a cost less than the contract budget, Raftelis would not invoice the Town for any amounts remaining (unbilled) on such contract except for the provision of any additional services which the Village may request from Raftelis, as mutually agreed between all the parties.

# **Project Schedule**

Upon notification to proceed as provided by the Town to Raftelis by no later than August 15, 2022, Raftelis would complete Wastewater Impact Fee Study such that any proposed fees can be presented to Town Council in October 2022 with a planned implementation date on or before February 1, 2023 (assumes a 90-day implementation period per the Impact Fee Act as codified by Florida Statutes, Chapter 163.31801 which will be based on the interpretation of the Town's Legal Counsel to allow for notification to those applicants paying the fees. The completion of the analysis would be subject to the availability of information provided to Raftelis from the Town that would be necessary to conduct the rate analysis and the ultimate implementation requirements of the Town.

(Remainder of page intentionally left blank)

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Mr. Michael Teague MSCJ-CPM Town of Lake Hamilton August 5, 2022 Page 3

# **Notification**

The primary contacts concerning an interpretation of the terms of the Agreement, including the scope of services as delineated in this Agreement, and for the rendering of invoices for services provided by Raftelis under this Agreement shall include the following:

For Raftelis:

Mr. Robert J. Ori Executive Vice President

Raftelis Financial Consultants, Inc. 341 N. Maitland Ave., Suite 300

Maitland, FL 32751

Phone Number (O): 407-628-2600 Phone Number (M): 321-436-4151

Email: ROri@raftelis.com

For the Town:

Mr. Michael Teague

Interim Town Administrator Town of Lake Hamilton

100 Smith Avenue

Lake Hamilton, FL 33851

Phone Number (O): 863-439-4711 Phone Number (M): 863-660-4711

Email: TeagueM@townoflakehamilton.com

### **Financial Advisor Disclosure**

As a registered Municipal Advisor under the Dodd-Frank Act (the "Act"), Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing "advice" as that term is defined in the Act. Under the Dodd-Frank Act the definition of "advice" includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. The services to be provided to the Town does not include providing advice as defined in the Act and as of the date of this engagement letter, no conflicts of interest are known to exist. By signing this Agreement indicating its approval and acceptance of the of the proposed scope of work and fees, the Clients are also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis as part of this engagement.

The Municipal Securities Rulemaking Board ("MSRB") provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at www.msrb.org.

### **Standard Terms and Conditions**

Included in Attachment D is a copy of the standard terms and conditions, which are hereby made a part of this Agreement.

(Remainder of page intentionally left blank)

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Mr. Michael Teague MSCJ-CPM Town of Lake Hamilton August 5, 2022 Page 4

## **Insurance Provisions and Standard Terms and Conditions**

Included on Attachment E is a general insurance certificate for Raftelis that summarizes the levels of insurance coverage carried by Raftelis. As a condition of approval of this Agreement, Raftelis will have our insurance carrier forward an insurance certificate to the Town.

We appreciate the opportunity to submit this Agreement to the Town to provide utility consulting services on behalf of the Town's Utility System. We have enclosed two (2) copies of this Agreement for the Town's consideration and authorization. If this Agreement, including the cost estimate and scope of services, is acceptable to the Town, please execute both copies and return one to Raftelis; the other copy is for the Town's files and records. Receipt of an executed copy of the Agreement will serve as our notice to proceed on the Project.

Very truly yours,	ACCEPTED BY:
Raftelis Financial Consultants, Inc.	Town of Lake Hamilton, Florida
Robert J. Ori Executive Vice President	Name
	Title
	Date

RJO/dlc Attachments

### ATTACHMENT A

# RAFTELIS FINANCIAL CONSULTANTS, INC.

## SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

### **DIRECT LABOR HOURLY RATES**

	Direct Labor
Project Team Title	Hourly Rates [*]
Principal Principal	\$250.00
Associate	\$210.00
Managing Consultant	\$195.00
Principal Consultant	\$175.00
Supervising Consultant	\$155.00
Senior Consultant	\$135.00
Rate Consultant	\$125.00
Consultant	\$115.00
Senior Rate Analyst	\$105.00
Rate Analyst	\$ 90.00
Analyst	\$ 75.00
Assistant Analyst	\$ 60.00
Clerical and Administrative	\$ 70.00

<sup>[\*]</sup> Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Proposal between the parties.

## **STANDARD COST RATES**

Expense Description	Standard Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-house)	\$0.05 per Page
Reproduction (Color) (In-house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals	Not-to-Exceed per Raftelis Employee:
	\$8.00 – Breakfast
	\$12.00 – Lunch
	\$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

### ATTACHMENT B

### RAFTELIS FINANCIAL CONSULTANTS, INC.

### WASTEWATER IMPACT FEE STUDY

### **SCOPE OF SERVICES**

The following represents the scope of services to be performed by Raftelis Financial Consultants, Inc. ("Raftelis") as it relates to providing utility consulting services associated with the development of a wastewater impact fees (the "Impact Fees") charged to new development or customers requesting capacity from the wastewater utility system (the "System") owned and operated by the Town of Lake Hamilton (the "Town") to recover the allocated capital cost of providing such capacity. The tasks included in the scope of services are described below:

<u>Task 1 – Data Compilation and Review</u>: A detailed data request will be prepared and provided to Town staff and its consultants to assist in the compilation of certain specific information relative to the existing and future plant-in-service and capacity of such plant allocable to new development. Raftelis will prepare a written data request and will interview Town and its consultants as applicable to collect capital and planning documentation as well as other relevant information needed to perform the wastewater impact fee study. Information to be obtained will include existing fixed asset data, capital improvement plans for the System, wastewater capacity reports and master plans, System customer statistics and billing records, utility ordinances / resolutions, and other related information. One (1) on-site meeting (assumed duration of four (4) hours, including travel and preparation, for the development of the contract cost estimate) is recognized to review compiled information, meet with Town staff and consultants to review data, and identify key issues to be addressed during the development of the impact fee analysis.

<u>Task 2 – Review of Levels of Service and Capacity Analysis</u>: Based on existing level of service (LOS) standards, constructed plant capacity, utility master planning documents, current customer usage statistics, and other factors, identify a level of service to be incorporated in the cost allocation among new development being served.

<u>Task 3 – Evaluation of Existing Fixed Assets and Capital Improvement Plan</u>: Raftelis will evaluate existing facility costs, including construction work in progress, and incremental capital costs to provide wastewater utility service to future service needs or build-out population. This task focuses on the existing installed assets. Raftelis will functionalize the utility fixed asset costs to the service categories to evaluate current assets in place to provide service; the following categories shall be considered in the evaluation based on data availability:

- a. Wastewater treatment and disposal facilities;
- b. Wastewater pumping and backbone transmission components;

- c. Wastewater collection and local lift station components; and
- d. Miscellaneous equipment and appurtenances (General Plant).

Raftelis will review the System updated capital improvement plan (CIP) and capacity additions necessary to serve growth and incorporate the capital improvement plan into the fee analysis. Raftelis will work with Town staff to identify capital expenditures that: are allocable to new development or growth within the identified capital planning horizon.

<u>Task 4 – Design of Wastewater Impact Fees</u>: Based on the LOS standards and facilities use projections, Raftelis will develop recommended impact fees for wastewater service that meet the Florida "Dual Rational Nexus Test" whereby there will be a reasonable connection, or rational nexus, between the need for additional or constructed capital facilities and the growth in utility system demands required by such growth. The recommended Impact Fees will be developed on a "per gallon of allocated or reserved capacity" basis and the utilization of capacity by an equivalent residential connection or ERC (e.g., typical single-family residential service). One (1) off-site meeting is recognized to review the preliminary analysis and design of the proposed wastewater Impact Fees (assumed duration of two (2) hours for the development of the contract cost estimate).

<u>Task 5 – Impact Fee Comparison</u>: A comparison of similar fees charged by other neighboring or similar public utilities will be prepared. This impact fee comparison will include, based on data availability, the following: i) level of fee charged; ii) the level of service included in the fee development for each surveyed utility; and iii) method of application where readily available. This task will be performed concurrent with the impact fee determination to assist in the finalization of the fee determination.

<u>Task 6 – Report Preparation and Presentation</u>: Raftelis will prepare: i) an Impact Fee Study technical memorandum or report documenting our assumptions, analyses, primary data sources, and our findings, conclusions, and recommendations; and ii) a briefing document (PowerPoint presentation) in support of the presentation of the study results to the Town Council. This task assumes attendance of one (1) on-site meeting to present the recommendations and findings of the Impact Fee Study at a public hearing to the Town Council (assumed duration of four (4) hours, including travel and preparation, for the development of the contract cost estimate).

<u>Task 7 – Impact Fee Ordinance Review</u>: Raftelis will assist the Town's legal counsel in the development / modification of the existing impact fee ordinance to codify the wastewater impact fee terms and conditions. Raftelis has allocated four (4) hours of the Technical Advisor's time to assist in the impact fee ordinance preparation. This scope does not assume that Raftelis will prepare the impact fee ordinance but will provide assistance to the Town's legal counsel in its preparation (a review function).

<u>Task 8 – Meetings</u>: During the course of the project, Raftelis has recognized the attendance of several meetings / teleconference sessions with the Town staff and consultants to review information, evaluate results, and present findings. For the purposes of this scope of services, Raftelis has assumed the attendance of i) one (1) on-site meeting to review data and discuss issues and management operations contracts; and ii) one (1) on-site meeting to assist in the presentation of the acquisition findings to the Town Council. The scope recognizes the attendance of two (2) off-site virtual meetings to review assumptions, preliminary forecast results and

documents with the Town's staff and utility team during the development of our financial and fee evaluations. The following is a summary of the on-site and off-site meetings recognized in the scope of services:

Description	Number of Meetings
Kick-off / Data Compilation Review Meeting	1
Presentation of Recommendations to Town Council at a Public Hearing	<u>1</u>
Total Number of On-site Meetings Recognized	<u>2</u>
On-Going Project Meetings (Virtual Off-site Meetings)	<u>_2</u>

For the purposes of determining the contract budget based on the anticipated location of the meetings: i) an allowance of four (4) hours per on-site meeting, which would include preparation, travel and attendance and ii) an allowance of two (2) hours per off-site virtual (telecommunication) meetings for the identified Raftelis project team members have been recognized.

For the purposes of this scope of services, attendance of teleconference meetings / discussions will be considered as a meeting for the determination of the total number of meetings attended. The attendance of any additional meetings above what has been assumed in this scope of services may be considered as an additional service.

Two specific deliverables will be provided:

<u>Deliverable 1</u> – Town of Lake Hamilton Wastewater Impact Fee Study technical memorandum or report documenting our assumptions, analyses, primary data sources, and our findings, conclusions, and recommendations.

<u>Deliverable 2</u> – A presentation or briefing document to present the Impact Fees to the Town Council

## **Additional Services**

During the study, the Town may request additional services from Raftelis. Such services will not be conducted until authorized by the Town as mutually agreed between the Town and Raftelis. The cost to perform such additional services, if any, will be based: i) on the application of the direct labor rates contained in the Agreement for service applied to the direct labor hours estimated to perform such additional services; and ii) an allowance for other direct costs and any subconsulting costs incurred to complete such additional services or some other basis as mutually agreed between the Town and Raftelis. Although no additional services are anticipated for this engagement, examples of additional services may include the following:

- 1. Attendance of on-site and teleconference meetings in addition to the number or duration of what is contemplated in the scope of services.
- 2. Development of a Water Impact Fee.
- 3. Development of other fess and rates, including any development-related fees such as meter installation fees, guaranteed revenue fees, etc.

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- 4. Delays in the project schedule which are at no fault of Raftelis, which may have impacts on analyses performed and which would affect the budget for the scope of services reflected herein.
- 5. Evaluation of the methodology used by the Town to collect Impact Fees from new growth requesting capacity from the System.
- 6. Preparation of a detailed Impact Fee resolution or ordinance, which has been assumed in the preparation of this Agreement to be the responsibility of the Town's legal counsel.
- 7. Modifications to analysis / report due to material changes in assumptions required by the Town after substantial completion of work product.

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## Attachment C

## Town of Lake Hamilton, FL

# **Preliminary Job Cost Estimate for Wastewater Impact Fee Analysis**

Line No.	Activity	Task No.	P	rincipal		pervising onsultant	Co	onsultant		Rate Analyst	Clerical Admin.	,	Totals
1	Project Billing Rates (\$/Hr.)		\$	250.00	\$	155.00	\$	115.00	\$	90.00	\$ 70.00		
	Impact Fee Study												
2	Data Compilation and Review	1		1		4		2		-	2		9
3	Review of Levels of Service and Capacity Analysis	2		1		2		8		-	-		11
4	Evaluation of Existing Fixed Assets and Capital Improvement Plan	3		2		4		20		-	-		26
5	Design of Impact Fees	4		1		2		8		-	-		11
6	Impact Fee Comparison	5		-		1		-		6	-		7
7	Report Preparation and Presentation - Report	6		3		12		6		-	4		25
8	Report Preparation and Presentation - Council Briefing Document	6		1		3		-		-	2		6
	Meetings												
9	Project Initiation and Kick-off	1		4		4		-		-	-		8
10	Presentation to Town Council	7		4		4		-		-	-		8
11	Attend On-going Project Meetings (Two Off-site Virtual Meetings)	2 - 6		2		4		4		-	-		10
12	Project Management Allowance	All		-		-		-		-	2		2
13	Total Project Hours			19	-	40		48	-	6	 10		123
14	Total Direct Labor Cost - All Tasks		\$	4,750	\$	6,200	\$	5,520	\$	540	\$ 700	\$	17,710
15	Average Hourly Billing Rate						-			<del></del>	<del></del>		\$143.98
	Allowance for Other Direct Costs												
16	Telephone Allowance												25
17	Travel (2 Trips to Town Hall x 102 Miles Round Trip × \$.625/ Mile)												128
18	Miscellaneous Expense Allowance (Delivery Costs, Other Direct Trave	el Costs, et	c. and	Contract Co	st Ro	unding)							17
19	Subconsulting Services	,				8)							0
20	Raftelis Subconsulting Administrative Allowance	5.00%	ó										0
21	Total Allowance for Other Direct Costs												170
22	Total Budgeted Project Cost												\$17,880

# RAFTELIS FINANCIAL CONSULTANTS, INC. STANDARD TERMS AND CONDITIONS

### I. SCOPE

Raftelis Financial Consultants, Inc. ("Raftelis") agrees to perform the professional consulting services described in the agreement (the "Work") that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of Raftelis shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

### II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within 30 days of receiving the invoice. Amounts paid after 30 days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or if no reference is provided, at the actual cost as incurred by Raftelis.

### III. RESPONSIBILITY

Raftelis is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. Raftelis shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. Raftelis does not expressly warrant or guarantee its services.

# IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS.

If Raftelis' performance of services hereunder requires Raftelis to rely on information provided by other parties (excepting Raftelis' subcontractors), Raftelis shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

### V. INDEMNIFICATION

Raftelis agrees to indemnify, defend, and hold Client harmless from and against any liability caused by the negligent errors or negligent omissions of Raftelis, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall Raftelis be responsible or liable to Client for any incidental, consequential, or other indirect damages.

Client agrees to indemnify, defend, and hold Raftelis harmless from and against any liability caused by the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I.

### VI. INSURANCE

Raftelis shall maintain during the life of the agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises	
(Each Occurrence)	\$300,000
Medical Expense (Any One Person)	\$5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed/Operation	
General Aggregate	\$2,000,000

- Statutory worker's compensation and employers' liability insurance as required by state law.
- 3. Professional liability insurance at a limit of liability of not less than \$3,000,000 aggregate.

### VII. SUBCONTRACTS

Unless specifically specified in the Agreement, Raftelis shall be entitled, to the extent determined to be appropriate by Raftelis, to subcontract any portion of the Work to be performed under this Agreement.

### VIII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This agreement may not be assigned by Client or Raftelis without prior, written consent of the other.

### IX. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Raftelis as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

### X. JURISDICTION

This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state.

### XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

### XII. FORCE MAJEURE

Raftelis shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of Raftelis. Raftelis will take reasonable steps to mitigate the impact of any force majeure.

### XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Raftelis hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Raftelis' performance of its services hereunder.

### XIV. WORK PRODUCT

Raftelis and Client recognize that Raftelis' Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Raftelis against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse.

### XV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. Raftelis may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. Raftelis may suspend Work on the project in the event Client does not pay invoices when due. Raftelis shall be compensated for its reasonable expenses resulting from suspension including mobilization and demobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

### XVI. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by Raftelis: a) for cause, if Client breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client; or b) upon five (5) days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than 90 days.

In the event of termination, Raftelis shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. Raftelis shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

### XVII. ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement arising out of or relating to this agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Florida Arbitration Code. No arbitration arising out of or relating to this agreement shall include any person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the parties hereto and persons to be joined.

This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other parties to this agreement. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event after the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law in any court having jurisdiction.

### XVIII. E-VERIFY REQUIRED

Raftelis and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Raftelis agrees and acknowledges that the Client is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement. Raftelis by entering into this Agreement with the Client, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into this Agreement, no contract of Raftelis was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) Raftelis is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Additionally, Raftelis shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering into the Agreement and then annually on each anniversary of the Agreement's Effective Date. The Client's receipt of proof that Raftelis and each subcontractor performing through

Raftelis are E-Verify system participants is a condition precedent to entering this Agreement. The submission of an executed affidavit, similar to the affidavit in Exhibit A, from the Raftelis and any subcontractor stating it is in compliance with Section 448.095, Florida Statutes, and all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system shall satisfy this requirement.

Notwithstanding any other provision herein, if the Client has a good faith belief that Raftelis or its subcontractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Client shall terminate this Agreement. Raftelis shall be liable for any additional costs incurred by the Client as a result of the termination of this Agreement based on the failure of Raftelis or its subcontractors to comply with the E-Verify requirements referenced herein.

### XIX. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Raftelis Project Manager and to the person signing the Agreement on behalf of the Client and shall be effective upon delivery to the address stated in the Agreement.

### XX. PUBLIC RECORDS

Pursuant to applicable Florida law, Raftelis' records associated with this Agreement may be subject to Florida's public records laws, Florida Statutes 119.01, et seq., as amended from time to time. Raftelis shall comply with all public records obligations set for in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Client at the conclusion of this Agreement, as provided for in Florida Statutes 119.0701 (2013).

# LAKE HAMILTON TOWN COUNCIL AUGUST 16, 2022

# 3.) Employee Insurance update

Issue: Employee insurance update

### **Attachments:**

- Blue Cross/Blue Shield
- Quote for Flexible Spending Plan

**Analysis:** The Town received the updated cost for health insurance for the 2022-2023 as well as quote for flexible spending. Health insurance increased 2.5% compared to 9-13%.

**Staff Recommendation**: Continue with Blue Cross/Blue Shield as well as approve the flexible spending plan for employees.

**Budget Analysis:** General Budget



4800 Deelwood (ambus Parkway Jacksonville, Florida 32246 floridablue.com

07/03/2022

TOWN OF LAKE HAMILTON PO BOX 126 LAKE HAMILTON, FL, 33851 Your health plan renewal is approaching.

Please respond at least 15 days prior to your
Anniversary Date: 10/01/2022
Group Number: B3816

Dear Valued Customer.

Your health plan renewal is coming up soon and it's a good time to review the materials inside to ensure your coverage still meets your needs. You always have options and you can count on us for help finding the right coverage for your business.

If you're happy with your current plan, here's what you need to do.

### **Next Steps**

- 1. Distribute the enclosed current Summary of Benefits and Coverage (SBC) to your employees with open enrollment materials at least 30 days prior to your renewal date. Be sure to review your SBC carefully. Sometimes benefit changes occur without the plan number(s) changing.
- 2. Complete and return the Enrollment Summary at least 15 days prior to your anniversary date.
- 3. Complete and return the following forms, if they are enclosed:
  - <u>Grandfather Plan Certification</u>: Required by the Affordable Care Act (ACA) to maintain "Grandfather" status if you have a health plan(s) that has not changed since March 23, 2010, which may not include all of the ACA-required benefits. Failure to return the form will be considered admission that the plan is not grandfathered and approval to change your grandfather status.
  - Compliance Review Audit Addendum: Tax documentation required to validate that your business complies with small group laws and regulations.
- 4. Please visit EmployerPoint to renew your **auto-draft payment** for premium through VPI as that feature will expire with your current year plan.

If you're looking for different health plan options or have any questions, contact your agent or representative.

Thank you for continuing to trust us with your health care coverage.

Your partner in health care, Florida Blue

### Agent or Representative Contact Information:

BALDWIN KRYSTYN SHERMAN PARTNERS LLC - AAC5 - JERVIS, MELISSA 4010 W BOY SCOUT BLVD STE 200 TAMPA, FL 33607-5752

Phone: (813) 984-3200 Fax: (813) 984-3201 Email address: melissa.jervis@bks-partners.com

Important Note: This renewal is contingent on your business complying with all small group underwriting criteria as governed by 627.6699, Florida Statutes and other pertinent small group laws and regulations. Any material misrepresentation or fraud may result in the termination of your group health care coverage, for you, your enrolled dependents and/or your employees. If it is determined that your business no longer meets the requirements for eligibility, or if you fail to comply with any additional terms of the contract, your group health care coverage may not be renewed. Florida Blue reserves the right to adjust the rates/and or fees in the event of any changes in federal, state or other applicable legislation or regulation or any changes to the number of employees.

Health insurance is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. These companies are Independent Licensees of the Blue Cross and Blue Shield Association. Florida Blue and Florida Blue HMO do not discriminate on the basis of race, color, national origin, disability, age, sex, gender identity, sexual orientation, or health status in the administration of the plan(s), including enrollment and benefit determinations.

84013 R0217 SG Renewal Base

020



4800 Deerwood Campus Parkway Jacksonville, Florida 32246 floridablue.com

Group Name: TOWN OF LAKE HAMILTON

Group Number: B3816 Anniversary Date: 10/01/2022

County Name: Polk

BlueCare All Copay 14256

Blacoaic All Sopay 17200			
Employee Only	Employee/Spouse	Employee/Child(ren)	Employee/Family
\$917.21	\$1,834.43	\$1,696.84	\$2,614.06

Please reference attached rate sheets for plans listed. The rates are displayed using the group county location on file when the letter was created. Final premiums, benefits and effective date are subject to approval by BCBSF corporation headquarters.

Date	Signature of Applicant	Print / Type Name and Title
Date	BlueCross and BlueShield of Florida, Inc. /	Health Options, Inc./Licensed Agent (Print)
	Signature of Agent	Agent License Identification Number

Health insurance is offered by Blue Cross and Blue Shield of Florida, Inc., DBA Florida Blue. HMO coverage is offered by Health Options, Inc., DBA Florida Blue HMO, an affiliate of Blue Cross and Blue Shield of Florida, Inc. Dental, Life and Disability are offered by Florida Combined Life Insurance Company, Inc., DBA Florida Combined Life, an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

021

### **Town Of Lake Hamilton**

Medical & Rx Benefit & Rate Summary Renewal / Effective Date: October 1, 2022



# Carrier Plan Name / Network Year Maximums (Calendar or Policy Year) Deductible Individual Family (Individual / Family Aggregate) Coinsurance (Amount Member Pays) Out of Pocket Maximum Includes: Individual Family (Individual / Family Aggregate) **Facility Services In-Patient Hospital Visit** Outpatient Surgery - Hospital Outpatient Surgery - Ambulatory **Emergency Room Visit Urgent Care Visit Physician Services** Preventive Primary Care Physician Specialist **Independent Lab and Diagnostic Testing Services** Lab (Independent Facility) X-Ray (Diagnostic Facility) Advanced Imaging (Diagnostic Facility) Formulary / Prescription Drug List Name Rx Deductible (Individual / Family) Pharmacy Benefit Tier Structure Mail Order Rx (90 day supply)

Current & Renewal			
Florida	a Blue		
All Copay Plan	n 14256 (Gold)		
In-Ne	twork		
Calend	ar Year		
	000 000 0%		
Includes D Coinsurance,	-		
\$4,! \$9,!			
\$500 per day / \$2,500 Max \$350 Copay \$200 Copay			
\$350			
\$50 C	Copay		
\$0			
\$20 Copay			
\$45 Copay			
\$25 Copay \$100 Copay \$250 Copay			
Condition Care: \$4 / \$30			
Tier 1:	\$15		
Tier 2:	\$60		
Tier 3:	\$100		
Tier 4:	N/A		
Specialty: \$200			
2 x Tier Copay			

Current & Renewal

Out of Network Benefits
Deductible (Individual / Family)
Coinsurance (Amount Member Pays)
Out of Pocket (Individual / Family)

Out of	Network
	N/A
	N/A
	N/A
Current	Renewal

Rate Tier Structure	
	Enrollment
Employee Only	18
Employee + Spouse	0
Employee + Child(ren)	0
Employee + Family	0

All Copay Plan 14256 (Gold)		
\$894.86	\$917.21	
\$1,789.72	\$1,834.43	
\$1,655.49	\$1,696.84	
\$2,550.35	\$2,614.06	

Premium / MONTHLY	
Premium / ANNUAL	
Percent of Change to Current	
Annual Premium Difference	

\$16,107.48	\$16,509.78
\$193,289.76	\$198,117.36
	2.5%
	\$4,827.60

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Disclaimer: This illustration is intended for comparison purposes only. Refer to the certificate of coverage / proposal for full benefit details and rate details.





July 26, 2022

Greetings Julie,

Thank you for the opportunity to present our services for Town of Lake Hamilton. WEX has been administering benefits since 1987 and has built up our reputation by being a leader within the benefits technology space. We are committed to providing clients across all industries and sizes the ultimate experience.

When you're relied on to support healthcare and financial needs, a user-centric model is vital. That model requires empathetic people, responsive customer service, and easy-to-use technology that are not just available but are working together to meet your needs before you know you have them. But when participants have questions, we'll have the answers.

Please let us know how we can best support Town of Lake Hamilton regarding the enclosed proposal.

Thank you,



**Haley Hand** Sales Executive - Southeast Region

**WEX Health Inc., a WEX Company** 

4321 20th Ave S, Fargo, ND 58103 O 701.239.6589 C 605.454.2411

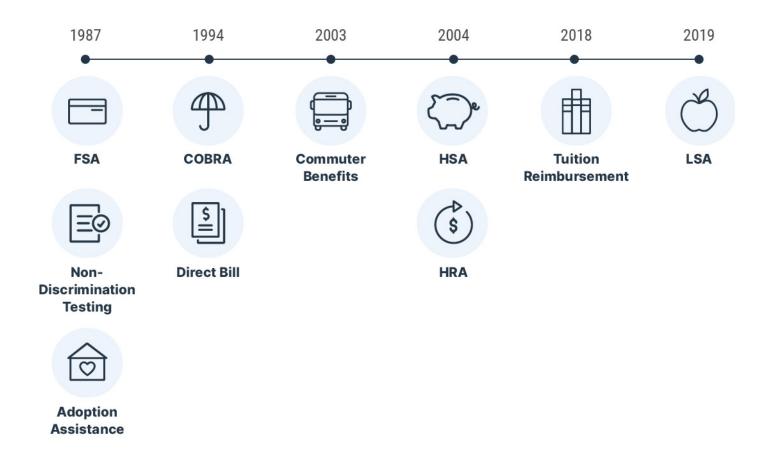
Haley.Hand@wexhealthinc.com

# **Our Products**

WEX simplifies the administration of these products with the goal of serving as an extension of the HR team and keeping benefits quiet.

90%

Of our clients chose us because they're looking for a better service experience for themselves and their employees.



# **Simplifying** benefits for

# everyone.

We offer the broadest range of healthcare benefits solutions built on the industry's most modern and reliable technology and supported by our accountable and empathetic service experts.



# Our benefits technology supports:

- Over 7 million HSAs
- Almost 60% of the Fortune 1000



# Our service stands apart:

- All customer support centers located in the United States
- Over 91% of our clients renew with us annually
- 90% of employers choose us when looking for better service
- Our proactive approach to service resulted in a decline in customer service support inquiries despite a 23% growth of participants in 2020



# We're recognized as:

- A certified Great Place to Work®
- Winners of the Mobile Star Award

Your employees trust you to help them make smart decisions about their benefits package. You can trust us to deliver. Focus on what matters most to you. We'll take care of the rest.

# That's the WEX difference.

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# Who is WEX?

Powered by the belief that complex payment systems can be made simple, WEX (NYSE: WEX) is a leading financial technology service provider. We provide payment solutions to businesses of all sizes across a wide spectrum of sectors, including fleet, corporate payments, travel and health.

- WEX has offices in 14 countries and employs approximately 5,400 associates around the world
- Led by Melissa Smith, Chair and CEO of WEX

# The WEX difference



# Flexible spending account administration

- LEAP, our easy-to-use employer platform, lets you view and update participant accounts, view reporting, and upload files in one place.
- Integrations with more than 350 payroll/HRIS/benefits administration partners and more than 225 insurance carriers removing manual processes to save you time.
- A responsive participant services team and on-demand resources to help your employees get more out of their FSAs and reduce questions about their plans.
- Email alerts and text notifications so your participants can stay up-to-date on their claim filing and substantiation needs.
- With one debit card, one mobile app, and one online account to manage their FSA, participants get a simplified and personalized experience right from the start.

100%

of all claims submitted manually (fax or mail) are approved within 2 business days; 57% are approved within 24 hours.

# Types of flexible spending accounts

## **Medical FSA**

A medical FSA covers general-purpose health expenses and can be used for qualified expenses such as prescription drugs, insurance copayments and deductibles, and medical devices.

# Limited medical FSA

A limited medical FSA covers qualifying dental, vision, and preventive care expenses. It can be paired with an HSA-eligible health plan and a health savings account (HSA).

# **Combination FSA**

A combination FSA (sometimes referred to as a post-deductible FSA) allows a participant to use their FSA to pay for qualified vision and dental expenses until they've met the IRS deductible. Once the deductible has been met, their account converts into a medical FSA and more expenses will be eligible. Similar to the limited medical FSA, the combination FSA can be paired with an HSA.

# **Dependent care FSA**

A dependent care FSA helps participants save money on eligible dependent care services, such as child (up to age 13) or adult daycare, before or after school programs, summer day camp, and more.

# **FSA** employee experience



# Mobile and online account

Once your employees enroll in benefits, they will have a consistent experience with one mobile app and online account for their FSAs and any other benefits they have with us. Access includes:

80%

of our users preferred our benefits mobile app to the competition in a usability study

Feature	Mobile App	Online Account
File a claim	<b>✓</b>	<b>✓</b>
Sign up for informational text alerts (Claim confirmations, purchase alerts and balance notices)	✓	
View account balances and account history	✓	/
View and update profile information (Includes dependents and beneficiaries. Availability varies based on your account setup and integrations with benefit administration systems.)	✓	✓
View basic debit card information and report it lost or stolen (which results in a new debit card being sent to participant)	<b>✓</b>	/
View YTD elections, contributions, and distributions	<b>✓</b>	/
Update and add banking information for direct deposit	<b>✓</b>	/
Eligible expense scanner to determine FSA eligibility of merchandise (For use in stores such as Target, CVS, Walgreens, etc.)	✓	N/A
Log in with Face ID or Touch ID	<b>✓</b>	N/A
Access to knowledgebase of articles, videos, and tutorials	<b>✓</b>	/
Review and download account statements and tax documents	/	/
Let's Chat; 24/7 chat bot to answer participant questions		<b>✓</b>



# **Benefits debit card**

Your employees can count on the WEX benefits debit card for easy ability to spend their FSA funds.





Simply swipe our debit card at the point of purchase.



The debit card includes all WEX benefits, so it will pull funds based on benefit eligibility.



Use mobile payments by adding the benefits debit card to Apple, Google, or Samsung digital wallet.

# **Educational resources and tools**

The better employees understand their FSA, the more likely they are to engage with it, helping them (and you) save money.

Education is the key to success of these plans for the employer and participant, but education on benefits is not a "one size fits all." We provide resources and support options for every participant. We collaborate with you on what solutions will resonate the most to drive employee engagement and ultimately build confidence in the benefits experience.

# Text alerts, push notifications, and email notifications

Your employees can also sign up for text alerts and email notifications to notify them of certain types of account activity, such as debit card changes (mailed, purchase made, etc.), payments issued, claim statuses, and more.

Watch a quick technology teaser video or request a demo to see the full experience.



Participant Portal – Multi Account

Participant Portal – Mobile App





WEX is exceptionally knowledgeable on benefits and COBRA.... I highly recommend every company consider WEX when choosing an FSA or COBRA vendor.

- Janice D., client advocate

# **Ongoing employee education**

We have a number of resources and tools to help employees achieve their goals in our Benefits Toolkit at wexinc.com/insights/benefits-toolkit, including:



Interactive eligible expenses list.



Knowledgebase of help articles and micro videos with more than 3 million views.



FSA calculator to help your employees see how an FSA helps them save money and increase their take-home pay.



Blog and podcast to help you and them learn the latest insight and news regarding their employee benefits.

# **Grace period reimbursement**

WEX administers the 2 ½ month grace period extension by looking first to the prior year balance and if:

- Funds are available, we'll reimburse the participant from the prior year account.
- Partial funds are available, the claim will be split between the prior and current plan years.
- No funds are available, the claim will be reimbursed from the current plan year.
- The grace period is optional and can't be offered with a carryover.

# **Carryover reimbursement**

WEX also administers the \$550 carryover provision by rolling any remaining funds into the next plan year after the run-out period for the previous plan year is complete. Claims that are submitted during the run-out period will be reimbursed from the carryover funds.

Participants who do not enroll in the next plan year, but have carryover funds available will be automatically enrolled with a zero dollar balance.

The carryover is also optional and can't be offered with a grace period.



# **Claims and substantiation**

# **Claims**

Our benefits debit card is the easiest way for participants to pay for and substantiate eligible FSA items and services. They may also pay out-of-pocket and request reimbursement by providing substantiation to prove the expense was eligible. Claims can be submitted using: 85%+

Average debit card transactions auto-substantiated through built-in card features and 95%+ with additional claim file integrations in place.













Benefits mobile app

Smart Scan

Online account

Mail-in

Fax

**Email** 

# **EOB Smart Scan**

We make filing claims even easier with EOB smart scan, a feature within our mobile app that participants can use to scan an explanation of benefits (EOB) right from their mobile app and auto-fill expense details. This makes it easy for participants to substantiate eligible expenses, reimburse themselves, or directly pay a provider.

### **Substantiation**

IRS regulations state FSA dollars may only be used for eligible healthcare 213(d) related expenses. To verify an expenses eligibility, the IRS requires substantiation from a third-party statement (e.g. EOB or itemized statement). WEX reviews 100 percent of FSA claims to protect the compliance of your plan and your participants' FSAs.

Larger merchants have an Inventory Information Approval System (IIAS) in place approving an eligible FSA item at the point of purchase without the need for additional documentation. IIAS will also deny ineligible FSA expenses, which will need to be paid using another form of payment.

# Documentation must include the following:

- Date of service
- Type of service
- Name of item purchased
- Dollar amount of item or service
- Name of service provider or merchant
- Day care provider name and signature (if applicable)
- Prescription drug number (if applicable)

When IIAS is not available at the merchant, WEX auto-substantiates debit card transactions in the following manner:

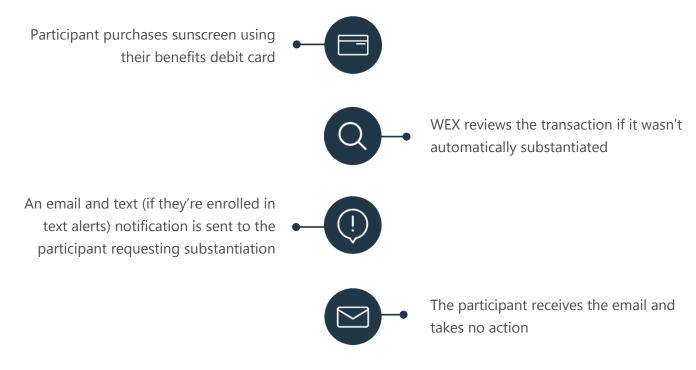
- Copays entered into WEX's system that match the copay amount and provider at the point of sale.
- Recurring transactions matching both the provider and the exact dollar amount that have been previously approved.

# **Inbound carrier integrations**

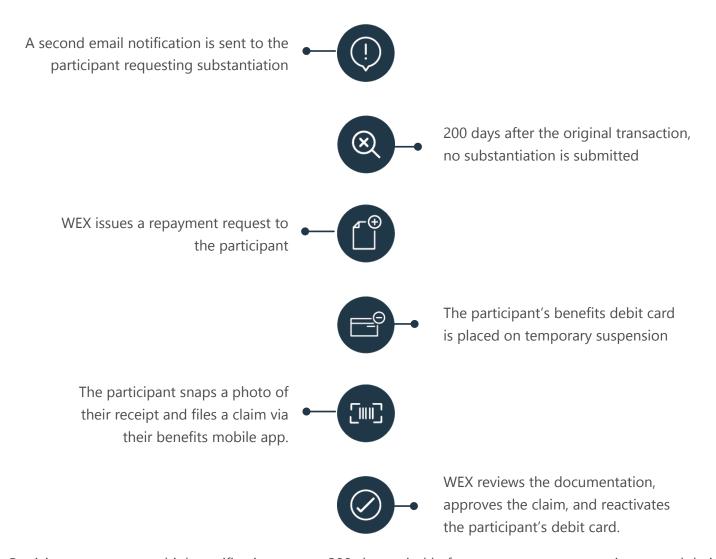
We offer file integrations to:

- Validate debit card transactions. Your carrier sends a claim file to WEX, allowing us to match the participant's debit card transactions to substantiate the claim. When there is a match, the debit card purchase is automatically substantiated. This file integration has increased auto-substantiation an additional 5 to 10 percent (on top of our 85% standard auto-substantiation rate), on average.
- Simplify claim filing. Your carrier sends a claim file that passes out-of-pocket participant expenses to WEX, automatically creating and substantiating claims in our platform. Claims can be automatically reimbursed to the participant through their preferred method or paid directly to the carrier.

# **Our claim notification process**







Participants are sent multiple notifications over a 200-day period before a repayment request is sent and their debit card is suspended. If documentation is provided initially, but doesn't contain all of the required criteria, we provide the participant more time and flexibility to resubmit.

# **Recurring dependent care FSA claims**

Your dependent care FSA participants can save time on their claims for recurring expenses like weekly daycare bills. The process is easy.

- 1. Submit a Recurring Dependent Care Expense Form at the start of the plan year.
- 2. Once approved, all future dependent care expenses that match the cost and provider will be approved.
- 3. Participants are reimbursed after the date of service has occurred.



# **Additional features and functionality**

# **Funding**

There are two options for FSA funding. Our most popular funding method is claims based funding.

# **Claim based funding:**

There are two, daily ACH debits from your designated account based on the day prior's participant reimbursements. The debits are lump sum amount to cover your participant's:



Manual claims (including check and direct deposit)



Debit card transactions

An email notification and report are provided to you on a daily basis prior to the ACH.

# **Contribution based funding:**

A reserve of funds is sent to WEX during implementation and held to ensure adequate funds are available to pay participant claims at the beginning of the plan year. Additional funds are sent (at your preferred frequency) based on employee contributions.



**Pro Tip:** Most employers opt to send funds each pay period to be added to their reserve.

Each time a participant swipes their card or submits a manual claim, WEX reviews the claim and reimburses the participant from the reserve. If pending claims exceed the reserve funds available, we will notify you and request additional funds. Reimbursement is held until additional funds are received.

# **Data integrations**

You'll enjoy seamless sharing of data, which starts with our teams providing the information and support employers' and vendors' needs to build files that are efficiently shared. We're able to exchange data automatically to ensure enrollments and contributions are loaded fast and efficiently from payroll and your HR technology system. Here's how setup works:

- As early as possible during implementation, we discuss format options with our client.
- A test file is sent to WEX to ensure the file meets the software specifications. We'll test the file and let your third-party vendor know if there are any changes to the file.



- Files are preferred in WEX's standard layout to ensure they are processed within 24 hours and that the data accuracy is maintained. Our layout was built based on experience working with the largest HR technology companies.
- If a third-party vendor submits the file, WEX provides a file format for all demographic, enrollment, and contribution information. The file is uploaded to a Secured File Transmission Protocol (SFTP) site, which is then automatically processed by our system. You will then receive an email confirming the process.

# Non-discrimination testing

Your FSA is subject to non-discrimination compliance to ensure you're offering these plans fairly and not discriminating in favor of highly compensated or key employees. Our non-discrimination testing lets you ensure your entire cafeteria plan is in compliance. And, for one single rate, you can perform an unlimited number of tests.

# Reporting

Reports are available through WEX's secure portals on demand. Based on employer preference, email notifications can also be provided once a report is generated. Below are a few of the top reports our clients leverage:

Employer Funding Report	Daily report that includes debits to your bank account for participant claim reimbursements and debit card transactions. Any applicable credits to your bank account will be shown.
Account Balance Detail Report	Monthly report that includes each participant's election, claims paid, deposits, and available balance.
Enrollment Report	Monthly report that includes regarding participants' annual elections, employer contributions (if applicable), and payroll contribution amounts.
Payment History Report	On-demand report that summarizes the amount WEX issued in checks, direct deposits, and debit card transactions (if applicable) for the previous month.



Participants will also receive an email notification once the following reports have been posted to their online account.

- Monthly account statements
- Transaction-based claim reimbursement notifications (email only)
- Transaction based denial and repayment requests
- Receipt reminders for debit card transactions: Sent on day 1, 30, and 72 after transaction.

# Frequently asked questions

#### Can WEX work with COBRA members on their FSA?

WEX will administer the FSA for COBRA members once notified by you or your third-party COBRA administrator that an individual has elected to continue their medical FSA under COBRA.

#### Will WEX reimburse FSA participants with paper checks?

Yes. However, a \$25 minimum reimbursement is required for a paper check to be sent to a participant.

#### How does WEX notify participants of denied FSA claims?

For all ineligible claims, a mailed letter, email, and text alert (if the participant has an email address on file and/or is enrolled in text alerts) is sent to the participant requesting additional information. Once correct information is received, the claim is reprocessed within two business days.

#### Is there an additional fee for inbound carrier integrations?

WEX can integrate with health carriers at no additional charge. Please check with your carrier as fees may be assessed directly with them.



# Why WEX

# **Employer Experience**

#### **LEAP**

LEAP is your single source for benefits and COBRA administration needs. With LEAP, you'll have a guided and intuitive experience during plan setup, renewal, and ongoing administration. Our built-in apps let you:

- Access benefits and COBRA administration-level data, reports, and participant information with one set of login credentials.
- View reporting, analytics, and benchmarking to learn more about account trends, activity, performance, efficiency, engagement, market comparisons, and more.
- Easily complete plan setup and renewal online with step-by-step, 4.5-star rated design guides.
- View help articles and get instant answers to questions through our knowledgebase and assisted support.
- Access administrative fee invoices and plan funding balances, and manage account information including user access.
- Perform non-discrimination testing to support your plan compliance.

**75%** 

of our clients say they used Leap within the last year 95%

of our benefits clients auto-renew

91%

of our clients with us year after year

#### **Onboarding**

We provide a clear, efficient, and well-communicated process to give you the peace of mind you need as an onboarding client.

- Intuitive plan designs based upon industry best practices.
- Educational support so you can stay ahead of the curve.
- Fast access to answers from a team of experienced experts.
- Flexible options to contact us via phone, email, or through LEAP.

# **Open Enrollment**

Resources & Features*	For your on-site OE	For your virtual OE
OE Toolkit <a href="https://www.wexinc.com/wh/openenrollment">https://www.wexinc.com/wh/openenrollment</a> (Includes digital handouts, educational videos, PowerPoint templates, and email templates.)	✓	<b>✓</b>
HSA goal and savings calculators	<b>/</b>	<b>✓</b>
Interactive eligible expense list	<b>✓</b>	<b>✓</b>
1-on-1 phone support for your employees to chat with our team of experts before they enroll	<b>✓</b>	✓
Live webinars on our products (scheduled between 7 a.m. and 7 p.m. CT Monday-Friday; subject to availability)	/	✓
Printed handouts (Select handouts available for shipment to you at no cost within standard shipping timeframes. Quantity is determined by the number of participants plus a percentage surplus. WEX reserves the right to limit the quantity. Expedited shipments or additional quantities may incur fees. The options include:  • Health Savings Account (HSA) Employee Handout • Health Savings Account (HSA) Limits & IRS Regulations Handout • Benefits Mobile App Employee Handout • Benefits Technology & Resources Employee Handout	<b>✓</b>	N/A
Employee access to help articles in our knowledgebase	<b>✓</b>	<b>✓</b>
Virtual fair access 24/7/365 (includes an auditorium with video presentations and a virtual interactive booth supported by live chat on Tuesdays and Wednesdays from 10:30 a.m. to 7 p.m. CT)	✓	<b>✓</b>
On-site experts (Available for an additional fee of \$350 per expert, per day plus travel expenses. Attendance is subject to availability and dependent on CDC guidelines/corporate policies regarding travel at the time of the request.)	<b>✓</b>	N/A

#### **Additional education**

- SHRM accredited webinars for HR teams to stay up-to-date on the ins and outs of benefits, compliance, and more
- Our blog (<a href="https://www.wexinc.com/insights/blogs/health/">https://www.wexinc.com/insights/blogs/health/</a>), which shares the latest news and trends in employee benefits and COBRA.
- Our podcast (<a href="https://anchor.fm/benefitsbuzz">https://anchor.fm/benefitsbuzz</a>), which keeps you up-to-date on the world of employee benefits. Learn from industry experts on topics such as leadership, talent retention, HSAs, LSAs, compliance and more.

#### Outreach

We're industry leaders in innovation and user experience thanks in large part to our clients. Feedback drives many of our initiatives and enhancements, which is why we've established avenues to align with our customers and encourage them to provide feedback. They include:

- Our consultant advisory board
- Our employer advisory committee
- On-site client reviews
- Presence at industry conventions
- Surveys
- Knowledgebase article rankings

# Watch a quick technology teaser video or request a demo to see the full experience. Employer Portal COBRA Direct Bill: Employer Portal

#### **Contacting us**

We encourage our clients to work alongside our experts, or at their own pace and on their own time, with solutions available when you need them. Our client services team is available from 7 a.m. to 7 p.m. Central time from Mondays through Fridays. You can contact us in a variety of ways, including:



**Phone:** 877-765-8810



**Email at** <u>employerservices@wexhealth.com</u> or <u>COBRAemployerservices@wexhealth.com</u>



**Assisted support with LEAP** 





#### Consolidate and save

WEX offers an integrated solution for you and your participants across all account types. Give your participants a simplified experience with one mobile app/online account, debit card and customer support team.

#### Your perks include:

- Money saved through bundled pricing.
- Time saved by working in one technology platform, LEAP.
- One partner with flexible support options for all of your service needs.
- Simplified transfer of data by using one file for all benefits.
- Easier implementation, renewal, and open enrollment by working with one trusted partner.
- Experienced assistance and guidance to support compliance when your benefits are viewed holistically.
- Reporting and analytics for all your plans in one place.

Education is the key to success of these plans for the employer and participant, but education on benefits is not a "one size fits all". We provide resources and support options for every participant. We collaborate with you on what solutions will resonate the most to drive employee engagement and ultimately build confidence in the benefits experience.







**HRA** 







**COBRA** 



Commuter Benefits

**Direct Bill** 



# **Our Commitment**

We are committed to continuing to improve and simplify the benefits experience by releasing hundreds of enhancements to our technology and service each year. You may not even notice some of them. But each enhancement has a profound impact on the experience you and your participants enjoy with WEX.

Our people, customer service, and technology work together to meet needs before you or your employees know you have them. We're here to serve as an extension of your team. Trust us to deliver.

#### **FSA Fee Schedule**

Administrative Fees – pppm	\$4.90
<b>Minimum Monthly Fee</b> (Applies only if the monthly administrative fee times the number of participants is less than this amount)	
If two or more Reimbursement Account products are bundled (with the exception of Commuter Benefits); WEX will assess only one minimum monthly fee per employer group.	\$70.00
Eligible Employees	20
Number of FSA Participants	3
FSA Election per Participant (Industry Avg.)	\$1,500.00
FSA Elections for all Participants	\$4,500.00
FICA Tax Rate	7.65%
Estimated Annual FICA Savings	\$344.25
Estimated Annual Fees Paid to WEX	\$840.00
Estimated Employer Savings	(\$495.75)

The proposed rate may reflect WEX's multi-product discount; if only one product is placed with WEX, the quoted rate may increase.

Additional set up fees may apply for mid-year assumptions (including previous plan year takeover of the grace period or run-out period) or any unique implementation related needs. Fees are quoted net of commissions.

A set up fee of \$500 will be applied once regardless of the number of products sold with WEX. Future product sales may incur an additional set up fee.

Monthly administrative fees are guaranteed until October 1, 2027.

WEX reserves the right to increase fees at any time that are caused by Federal postal rate increases, increases in bank fees, or that are due to Federal legislative changes.

\*FICA savings is based on estimated annual elections and participation. Actual savings may vary.



# **Additional Product and Service Solutions**

Implementation	Pricing
FSA or HRA Mid-year Assumptions or previous plan year	\$1,000
takeover (grace period and/or run out period)	

Debit Card	Pricing
WEX Benefits Debit Card	Included in PPPM
(2 cards per participant)	
### HO36 1234 5678 9010  #### ##############################	
Additional Debit Cards for Spouse and Dependents (18 years of age and older)	Included in PPPM
4th Line Embossing for Employer Name	Included in PPPM
(Up to 19 Characters)	meladed iii i i ii
Co-branded Debit Card	\$900 one-time fee
Custom Debit Card	\$900 one-time cost + ongoing plastic costs minimum order of 10,000
EMV Debit Card	Request quote
Custom MCC Network	\$1,500 per custom network

Open Enrollment	Pricing
Our Open Enrollment Toolkit* provides access to valuable resources, content, and tools to promote enrollment and utilization of our plans resulting in increased FICA tax savings and employee retention for our clients. The toolkit includes the following items:  • Handouts  • Educational email templates  • PowerPoint slides  • Post-enrollment educational resources via our knowledgebase  • Promotional/educational videos  • Virtual open enrollment fair experience  • One on one phone support  • Product calculators  *Toolkit may be modified at our discretion	Included in PPPM
<ul><li>Virtual open enrollment fair experience</li><li>One on one phone support</li></ul>	

<b>Educational Webinar Presentation</b> Custom webinar with live representation from WEX	Additional fees may apply
Open Enrollment Compilation Video  Educational video tailored to an employer's specific plan design (i.e. grace period, run-out, carryover, etc.)	\$150 one-time fee
Automated Educational Email Campaign Email campaigns developed to promote open enrollment and educate employees on the available plans.	Request quote
On-Site Enrollment Meetings & Benefits Fairs	May be available for an additional fee of \$350 per day plus travel expenses; attendance is subject to availability and dependent on CDC guidelines/corporate policies regarding travel at the time of the request.
Kickstart Mailer Introductory direct mail piece mailed via USPS to all new enrollments or those without email	\$1.50 per mailer

#### **Custom Communication Solutions**

Our Custom Communication Solutions let you take advantage of a variety of co-branding and customization options. You can leverage our consultative team to build a plan that works best for you or choose one of our existing packages. Through a collaborative discussion and review of your needs, we'll help you create and implement a customized communication plan to meet what you're looking for, built from options like those listed below.

- Co-branded consumer email notifications and/or
- Custom portal colors, banners and/or post login messaging
- Custom benefit email notifications
- Co-branded or completely custom OE materials
- Re-branded COBRA notifications and/or portal
- COBRA/direct bill custom attachments or notifications
- Email or mailed letter communications
- Direct mail

Also available here:

https://www.wexbenefitsyou.com/custom-marketing-solutions/

#### **Pricing**

Co-branding Package: \$2,750 Custom Consumer Online Account Package:

\$3,000

Gold Customization Package: \$6,000

Note: Any hard costs for options chosen will be added in addition to the base program fee. Additional fees may apply if additional updates or requests are made after final deliverables are sent or go-live dates have occurred.

<b>Data File Integrations Options</b>	Pricing
<b>File Transmission</b> The transmission of data in WEX standard file layout to allow for administrative services.	Included in PPPM
<ul> <li>Custom File Transmission</li> <li>Consumer Data Exchange</li> <li>COBRA Data</li> <li>Claims Exchange</li> <li>Debit Card Substantiation</li> </ul>	\$1,200 annual fee (per file type)
<b>ACA File Transmission</b> Enables transmission of necessary data to a third party for ACA reporting services.	\$1,200 annual fee
<b>834 5010 Eligibility File - Outbound</b> Enables transmission of an EDI 834 5010 to carriers for purposes of eligibility.	Included in PPPM (minimum eligibility may apply)

<b>Online Account Integration Options</b>	Pricing
Single Sign-On Enables a seamless transition between one online platform to the WEX Consumer Online Account without the need for the user to enter additional login information.	\$2,000 annual fee (per portal)
Outbound Single Sign-On Enables a seamless transition between WEX Consumer Online Account to another third party platform without the need for the users to enter additional login information.	\$2,000 annual fee (per portal)
Web Services	\$2,000 annual fee
Enables the ability to display up to five data elements (ex. balance, elections) within a third party system.	(per portal)
<b>Custom Reporting</b>	Pricing
<b>Standard Reports and Notifications</b> Report on data at the employer level. Most reports and notifications can be automatically delivered via email, or to one of the portals.	Included in PPPM
Ad-Hoc Reporting Report on data at the employer level. Reports are generated real-time from LEAP.	Included in PPPM
Custom Reporting	\$150 per hour
Creation of a custom report based on to build specific	*minimums may apply

report fields, parameters and frequency. Reports are delivered by SFTP or with LEAP.	
Programming	Pricing
Custom Development	\$150 per hour
If custom work is requested, WEX will create a	
Professional Services Agreement.	
Manual Processing	Pricing
If custom work is requested, WEX will create a	\$150 per hour
Professional Services Agreement.	
_	
Non-Discrimination Testing	Pricing
Key DCAP	
Access testing of the POPFSA template for the	Key DCAP included in PPPM
following plans:	
Cafeteria Plan Only (POP)	
Dependent Care (Section 129)	
Non-Discrimination Testing Subscription	
Non-discrimination testing available for the	\$500 annual fee paired with a benefits product.
following plans:	
Cafeteria Plan Only (POP)	Non-discrimination testing subscription
Medical FSA (Section 125)	\$1,000 annual fee for standalone COBRA clients.
Dependent Care (Section 129)	(provides access to all available tests at any
Health Reimbursement Arrangement (105h)	frequency)

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Self-Insured Medical Plans



# Committed to Your Business



# **Employee Support**

Keep your most valuable resource—your employees—healthy and happy. Our employee wellness tools, care programs and personal support team ensure your employees have access to the expert advice and resources they need to get and stay healthy.



### Community of Care

At Florida Blue, we're here to help give you an edge by providing quality health coverage for your employees. You'll have the peace of mind of knowing that Florida Blue is here for you and your employees with a host of experts to keep them well and at work. You can also rest easy knowing that we're committed to keeping your premiums low. Plus, with a large portfolio of health plans you'll continue to get the most value for your monthly spend.



#### Administrative Ease

Our online tools, resources and employee education support can help minimize administration so you can focus on growing your business.

# Health Solutions for a Better You

Adding ancillary products creates a total health solution for your company. Your employees can get affordable care for all their health-related needs. Let us show you how affordable it is to round out your benefits package.



#### Dental

Offer your employees quality dental coverage that works with Florida Blue medical plans to promote better health.



#### Vision

A choice of plan options with some of the lowest member out-of-pocket costs in the industry for optimal value for your employees



#### Life

Group Term Life and Accidental Death and Dismemberment protects your employees with a group insurance package designed to meet their needs,

Health and Vision are offered by Blue Cross and Blue Shield of Florida, Inc., DBA Florida Blue. HMO coverage is offered by Health Options, Inc., DBA Florida Blue HMO, an affiliate of Blue Cross and Blue Shield of Florida, Inc. Dental and Life are offered by Florida Combined Life Insurance Company, Inc., DBA Florida Combined Life, an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.



# Dental and Vision plans that offer big value for small businesses

Offering your employees an attractive benefits package not only improves employee morale and retention, it can also give you a competitive advantage in attracting the top talent you need to grow your business.

Florida Blue's local focus allows us to offer your small business high-quality dental and vision plans at the best possible price—these plans are important and affordable complements to your medical plan.

# Convenient, one-stop account administration

Our user-friendly, web-based enrollment tool, EnrollPoint, simplifies benefit administration of your medical, dental and vision plans.



#### BlueDental PPO

- Improved dental offering boasts higher plan and ortho maximums, no waiting periods for major or orthodontic services, and more affordable rates.
- Access to a large PPO network and the topranked effective network discounts in Florida.
- Better employee health. Medical integration through Oral Health for Overall Health<sup>™</sup> promotes better health and can lower medical costs.
- Maximum Rollover feature allows members to save a portion of unused benefit dollars for use in future years.
- Single sign-on access to health and dental Florida Blue plan benefit info through your member account or our mobile app.

#### BlueVision

- Choose from six BlueVision plan options.
- Your employees will enjoy low- or no-copayment options along with low member out-of-pocket costs starting on day one.
- Employees will have access to a comprehensive provider network, including private and retail providers, independent optometrists, and ophthalmologists.
- With the flexibility to choose from hundreds of frames and lens options at significant savings, your employees also get a one-year eyeglass breakage warranty at no additional cost.

Complete your benefits package today with a dental or vision plan from Florida Blue. Contact your representative or agent for more information.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Coverage for: Individual and/or Family | Plan Type: HMO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, <a href="https://www.floridablue.com/plancontracts/group">www.floridablue.com/plancontracts/group</a>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.floridablue.com/plancontracts/group or call 1-800-352-2583 to request a copy.

Important Questions	Answers	Why This Matters:	
What is the overall deductible?	In-Network: <b>\$1,000</b> Per Person/ <b>\$3,000</b> Family. <u>Out-of-</u> <u>Network</u> : <u>Not Applicable.</u>	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .	
Are there services covered before you meet your deductible?	Yes. <u>Preventive care</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive</u> <u>services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at <u>www.healthcare.gov/coverage/preventive-care-benefits/</u> .	
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.	
What is the <u>out-of-pocket</u> <u>limit</u> for this <u>plan</u> ?	Yes. In-Network: <b>\$4,500</b> Per Person/ <b>\$9,000</b> Family. Out-Of-Network: Not Applicable.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.	
What is not included in the <u>out-of-pocket limit</u> ?	Premium, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.	
Will you pay less if you use a <u>network provider</u> ?	Yes. See <a href="https://providersearch.floridablue.co">https://providersearch.floridablue.co</a> <a href="mailto:m/providersearch/pub/index.htm">m/providersearch/pub/index.htm</a> or call 1-800-352-2583 for a list of <a href="mailto:network providers">network providers</a> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.	
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the specialist you choose without a referral.	

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common	Common		ou Will Pay	Limitations, Exceptions, & Other Important
Medical Event	Services You May Need	Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Information
	Primary care visit to treat an injury or illness	Value Choice Provider: No Charge/ Primary Care Visits: \$20 Copay per Visit/ Virtual Visits: No Charge	Not Covered	Physician administered drugs may have higher cost share. Virtual Visit services are only covered for In-Network providers.
If you visit a health care provider's office or clinic	<u>Specialist</u> visit	Value Choice Specialist: \$20 Copay per Visit/ Specialist: \$45 Copay per Visit/ Virtual Visits: \$45 Copay per Visit	Not Covered	Physician administered drugs may have higher cost share. Virtual Visit services are only covered for In-Network providers.
	Preventive care/screening/ immunization	No Charge	Not Covered	Physician administered drugs may have higher cost share. You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	Value Choice Specialist: \$20 Copay per Visit/ Independent Clinical Lab: \$25 Copay per Visit/ Independent Diagnostic Testing Center: \$100 Copay per Visit	Not Covered	Tests performed in hospitals may have higher cost share. Prior Authorization may be required. Your benefits/services may be denied.
	Imaging (CT/PET scans, MRIs)	Physician Office: \$45 Copay per Visit/ Independent Diagnostic Testing Center: \$250 Copay per Visit	Not Covered	Tests performed in hospitals may have higher cost share. Prior Authorization may be required. Your benefits/services may be denied.

Common		What You Will Pay		Limitations, Exceptions, & Other Important
Medical Event	Services You May Need	Network Provider	Out-of-Network Provider	Information
Wieuicai Eveiit		(You will pay the least)	(You will pay the most)	IIIOIIIatioii
If you need drugs to treat your illness or condition	Generic drugs	Preventive: No Charge (retail)/ Condition Care Rx: \$4 Copay per Prescription (retail)/ All Other Generic: \$15 Copay per Prescription (retail)	Not Covered	Up to 30 day supply for retail, 90 day supply for mail order at 2 times the retail amount. Responsible Rx programs such as Prior Authorization may apply. Cost shares are for Preferred Pharmacies. Prescriptions filled at a Standard Pharmacy have higher cost share. See Medication guide for more information.
More information about prescription drug coverage is available at https://www.floridablue.com/members/tools-	Preferred brand drugs	Condition Care Rx: \$30 Copay per Prescription (retail)/ All Other Preferred Brand: \$60 Copay per Prescription (retail)	Not Covered	Up to 30 day supply for retail, 90 day supply for mail order at 2 times the retail amount. Cost shares are for Preferred Pharmacies. Prescriptions filled at a Standard Pharmacy have higher cost share.
resources/pharmacy/me dication-guide	Non-preferred brand drugs	\$100 <u>Copay</u> per Prescription (retail)	Not Covered	Up to 30 day supply for retail, 90 day supply for mail order at 2 times the retail amount. Cost shares are for Preferred Pharmacies.  Prescriptions filled at a Standard Pharmacy have higher cost share.
	Specialty drugs	\$200 <u>Copay</u> per Prescription (retail)	Not Covered	Up to 30 day supply for retail. Not covered through Mail Order.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Ambulatory Surgical Center: \$200 Copay per Visit/ Hospital: \$350 Copay per Visit	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.
	Physician/surgeon fees	\$100 Copay per Visit	Not Covered	none
	Emergency room care	\$350 Copay per Visit	\$350 Copay per Visit	none
If you need immediate	Emergency medical transportation	<u>Deductible</u> + 20% <u>Coinsurance</u>	In-Network Deductible + 20% Coinsurance	Out-of-Network only covered for emergencies.
medical attention	<u>Urgent care</u>	Value Choice Provider: No Charge - Visits 1-2 \$50 Copay for remaining Visits/ Urgent	Not Covered	Out-of-Network only covered out-of-state.

For more information about limitations and exceptions, see the <u>plan</u> or policy document at <u>www.floridablue.com/plancontracts/group</u>.

Common		What You Will Pay		Limitations, Exceptions, & Other Important	
Medical Event	Services You May Need	Network Provider	Out-of-Network Provider	Information	
Medical Evelit		(You will pay the least)	(You will pay the most)	Information	
		Care Visits: \$50 Copay per Visit			
If you have a hospital stay	Facility fee (e.g., hospital room)	\$500 <u>Copay</u> per Day / \$2,500 maximum	Not Covered	Inpatient Rehab Services limited to 30 days. Inpatient <u>Habilitation Services</u> limited to 30 days. Prior Authorization may be required. Your benefits/services may be denied.	
	Physician/surgeon fees	\$100 Copay per Visit	Not Covered	none	
If you need mental health, behavioral health, or substance	Outpatient services	No Charge/ Specialist Virtual Visits: No Charge	Not Covered	Prior Authorization may be required. Your benefits/services may be denied. Virtual Visit services are <u>only</u> covered for In-Network providers.	
abuse services	Inpatient services	No Charge	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.	
	Office visits	\$45 <u>Copay</u> on initial Visit	Not Covered	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)	
If you are pregnant	Childbirth/delivery professional services	\$100 Copay per Visit	Not Covered	none	
	Childbirth/delivery facility services	\$500 <u>Copay</u> per Day / \$2,500 maximum	Not Covered	none	
	Home health care	No Charge	Not Covered	Coverage limited to 60 visits.	
If you need help recovering or have other special health needs	Rehabilitation services	\$45 <u>Copay</u> per Visit	Not Covered	Coverage limited to 35 visits, including 35 manipulations. Services performed in hospital may have higher cost share. Prior Authorization may be required. Your benefits/services may be denied.	
	Habilitation services	\$45 <u>Copay</u> per Visit	Not Covered	Coverage limited to 35 visits. Services performed in hospital may have higher cost share. Prior Authorization may be required. Your benefits/services may be denied.	
	Skilled nursing care	Deductible + 20% Coinsurance	Not Covered	Coverage limited to 60 days. Prior Authorization may be required. Your	

For more information about limitations and exceptions, see the <u>plan</u> or policy document at <u>www.floridablue.com/plancontracts/group</u>.

Common		What You Will Pay		Limitations, Exceptions, & Other Important	
Medical Event	Services You May Need	Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Information	
				benefits/services may be denied.	
	Durable medical equipment	Motorized Wheelchairs: <u>Deductible</u> + 20% <u>Coinsurance</u> / All Other:  No Charge	Not Covered	Excludes vehicle modifications, home modifications, exercise, bathroom equipment and replacement of <u>DME</u> due to use/age. Prior Authorization may be required. Your benefits/services may be denied.	
	Hospice services	<u>Deductible</u> + 20% <u>Coinsurance</u>	Not Covered	Prior Authorization may be required. Your benefits/services may be denied.	
	Children's eye exam	No Charge	Not Covered	One exam per calendar year.	
If your child needs dental or eye care	Children's glasses	No Charge	Not Covered	One pair per calendar year. Additional cost shares may apply for Non-Collection Frame.	
dental of eye care	Children's dental check-up	No Charge	Not Covered	Coverage includes preventive cleanings once per 6 months, and 1 set of bitewing x-rays.	

#### **Excluded Services & Other Covered Services:**

Services Your Plan Generally I	Does NOT Cover (Check your policy or <u>plan</u> document fo	or more information and a list of any other <u>excluded services</u> .)
Acupuncture	<ul> <li>Hearing aids</li> </ul>	<ul> <li>Private-duty nursing</li> </ul>
Bariatric surgery	<ul> <li>Infertility treatment</li> </ul>	Routine eve care (Adult)

Cosmetic surgery

Dental care (Adult)

• Long-term care

Non-emergency care when traveling outside the U.S.

Routine foot care unless for treatment of diabetes

Weight loss programs

#### Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)

Chiropractic care - Limited to 35 visits

 Most coverage provided outside the United States. See www.floridablue.com. Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: State Department of Insurance at 1-877-693-5236, the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or <a href="https://www.dol.gov/ebsa/healthreform">www.dol.gov/ebsa/healthreform</a> or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or <a href="https://www.cciio.cms.gov">www.cciio.cms.gov</a>. Other coverage options may be available to you too, including buying individual insurance coverage through the <a href="https://www.dealthcare.gov">Health Insurance</a> Marketplace. For more information about the <a href="https://www.dealthcare.gov">Marketplace</a>, visit <a href="https://www.dealthcare.gov">www.dealthcare.gov</a> or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the insurer at 1-800-352-2583. You may also contact your State Department of Insurance at 1-877-693-5236 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or <a href="https://www.dol.gov/ebsa/healthreform">www.dol.gov/ebsa/healthreform</a>. For group health coverage subject to ERISA contact your employee services department. For non-federal governmental group health plans and church plans that are group health plans contact your employee services department. You may also contact the state insurance department at 1-877-693-5236. Additionally, a consumer assistance program can help you file your appeal. Contact U.S. Department of Labor Employee Benefits Security Administration at 1-866-4-USA-DOL (866-487-2365) or <a href="https://www.dol.gov/ebsa/healthreform">www.dol.gov/ebsa/healthreform</a>.

#### Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

#### Does this <u>plan</u> meet the <u>Minimum Value Standards</u>? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax <u>credit</u> to help you pay for a <u>plan</u> through the <u>Marketplace</u>.



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#### **About these Coverage Examples:**



This is not a cost estimator. Treatments shown are just examples of how this <u>plan</u> might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your <u>providers</u> charge, and many other factors. Focus on the <u>cost sharing</u> amounts (<u>deductibles</u>, <u>copayments</u> and <u>coinsurance</u>) and <u>excluded services</u> under the <u>plan</u>. Use this information to compare the portion of costs you might pay under different health <u>plans</u>. Please note these coverage examples are based on self-only coverage.

#### Peg is Having a Baby

(9 months of <u>in-network</u> pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$1,000
■ Specialist Copayment	\$45
■ Hospital (facility) Copayment	\$500
Other Copayment	\$25

#### This EXAMPLE event includes services like:

Specialist office visits (prenatal care)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

Total Example Cost	\$12,700
In this example, Peg would pay:	
<u>Cost Sharing</u>	
<u>Deductibles</u>	\$0
Copayments	\$800
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$860

#### **Managing Joe's type 2 Diabetes**

(a year of routine <u>in-network</u> care of a wellcontrolled condition)

■ The <u>plan's</u> overall <u>deductible</u>	\$1,000
■ Specialist Copayment	\$45
■ Hospital (facility) Copayment	\$500
Other No Charge	\$0

#### This EXAMPLE event includes services like:

<u>Primary care physician</u> office visits (*including disease education*)

<u>Diagnostic tests</u> (blood work)

Prescription drugs

<u>Durable medical equipment</u> (glucose meter)

<b>Total Example Cost</b>	\$5,600	
In this example, Joe would pay:		
Cost Sharing		
<u>Deductibles</u>	\$0	
Copayments	\$1,900	
Coinsurance	\$0	
What isn't covered		
Limits or exclusions	\$30	
The total Joe would pay is	\$1,930	

#### **Mia's Simple Fracture**

(<u>in-network</u> emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$1,000
Specialist Copayment	\$45
■ Hospital (facility) Copayment	\$500
Other Copayment	\$350

#### This EXAMPLE event includes services like:

<u>Emergency room care</u> (including medical supplies)

Diagnostic test (x-ray)

<u>Durable medical equipment</u> (crutches)

Rehabilitation services (physical therapy)

Total Example Cost	\$2,800
In this example, Mia would pay:	
<u>Cost Sharing</u>	
<u>Deductibles</u>	\$900
<u>Copayments</u>	\$600
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$1,500

Note: These numbers assume the patient does not participate in the <u>plan's</u> wellness program. If you participate in the <u>plan's</u> wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: <u>www.floridablue.com</u>.

#### Section 1557 Notification: Discrimination is Against the Law

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO (collectively, "Florida Blue"), Florida Combined Life and the Blue Cross and Blue Shield Federal Employee Program® (FEP) comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Florida Blue, Florida Blue HMO, Florida Blue Preferred HMO, Florida Combined Life and FEP:

- · Provide free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- · Provide free language services to people whose primary language is not English, such as:
  - o Qualified interpreters
  - o Information written in other languages

If you need these services, contact:

- Florida Blue (health and vision coverage): 1-800-352-2583
- Florida Combined Life (dental, life, and disability coverage): 1-888-223-4892
- Federal Employee Program: 1-800-333-2227

If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

#### Florida Blue (including FEP members):

Section 1557 Coordinator 4800 Deerwood Campus Parkway, DCC 1-7 Jacksonville, FL 32246 1-800-477-3736 x29070 1-800-955-8770 (TTY) Fax: 1-904-301-1580

section1557coordinator@floridablue.com

#### Florida Combined Life:

Civil Rights Coordinator 17500 Chenal Parkway Little Rock, AR 72223 1-800-260-0331 1-800-955-8770 (TTY) civilrightscoordinator@fclife.com

<u>Health insurance</u> is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Section 1557 Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, by mail or phone at:

#### U.S. Department of Health and Human Services

200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019
1-800-537-7697 (TDD)
Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-352-2583 (TTY: 1-877-955-8773). FEP: Llame al 1-800-333-2227

ATANSYON: Si w pale Kreyòl ayisyen, ou ka resevwa yon èd gratis nan lang pa w. Rele 1-800-352-2583 (pou moun ki pa tande byen: 1-800-955-8770). FEP: Rele 1-800-333-2227

CHÚ Ý: Nếu bạn nói Tiếng Việt, có dịch vụ trợ giúp ngôn ngữ miễn phí dành cho bạn. Hãy gọi số 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Goi số 1-800-333-2227

ATENÇÃO: Se você fala português, utilize os serviços linguísticos gratuitos disponíveis. Ligue para 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Ligue para 1-800-333-2227

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電1-800-352-2583(TTY: 1-800-955-8770)。FEP: 請致電1-800-333-2227

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-352-2583 (ATS: 1-800-955-8770). FEP: Appelez le 1-800-333-2227

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Tumawag sa 1-800-333-2227

<u>Health insurance</u> is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-352-2583 (телетайп: 1-800-955-8770). FEP: Звоните 1-800-333-2227

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-808-252-3852 (رقم هاتف الصم والبكم: 1-808-559-0778. اتصل برقم 1-808-333.

ATTENZIONE: Qualora fosse l'italiano la lingua parlata, sono disponibili dei servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-352-2583 (TTY: 1-800-955-8770). FEP: chiamare il numero 1-800-333-2227

ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: +1-800-352-2583 (TTY: +1-800-955-8770). FEP: Rufnummer +1-800-333-2227

주의: 한국어 사용을 원하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-352-2583 (TTY: 1-800-955-8770) 로 전화하십시오. FEP: 1-800-333-2227 로 연락하십시오.

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-352-2583 (TTY: 1-800-955-8770). FEP: Zadzwoń pod numer 1-800-333-2227.

સુચના: જો તમે ગુજરાતી બોલતા હો, તો નિઃશુલ્ક ભાષા સહાય સેવા તમારા માટે ઉપલબ્ધ છે.

ફોન કરો 1-800-352-2583 (TTY: 1-800-955-8770). FEP: ફોન કરો 1-800-333-2227

ประกาศ:ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟริ โดยติดต่อหมายเลขโทรฟริ 1-800-352-2583 (TTY: 1-800-955-8770) หรือ FEP โทร 1-800-333-2227

注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。1-800-352-2583(TTY: 1-800-955-8770)まで、お電話にてご連絡ください。FEP: 1-800-333-2227

**توجه**: اگر به زیان فارسی صحبت می کنید، تسهیلات زیانی رایگان در دسترس شما خواهد بود. با شماره (8770-955-870) TTY: 1-800-352-358-1 تماس بگیرید. FEP: با شماره 2227-333-800-1 تماس بگیرید.

Baa ákonínzin: Diné bizaad bee yáníłti'go, saad bee áká anáwo', t'áá jíík'eh, ná hóló. Koji' hodíílnih 1-800-352-2583 (TTY: 1-800-955-8770). FEP ígíí éí koji' hodíílnih 1-800-333-2227.

<u>Health insurance</u> is offered by Florida Blue. HMO coverage is offered by Florida Blue HMO, an affiliate of Florida Blue. Dental insurance is offered by Florida Combined Life Insurance Company, Inc., an affiliate of Blue Cross and Blue Shield of Florida, Inc. These companies are Independent Licensees of the Blue Cross and Blue Shield Association.



#### **Town of Lake Hamilton**

**FSA Fee Summary** 

Renewal / Effective Date: October 1, 2022

Carrier
Number of FSA Participants
FSA Fee Schedule
Administrative Fees (PPPM)
Monthly Minimum
Set up Fee - One Time Only
Annual Renewal Fee
Rate Guarantee

WEX
TBD
\$4.90
\$70.00
\$500.00
N/A
5 Years

Ameriflex
TBD
\$3.83
\$50.00
\$200.00
\$175.00
1 Year

# Premium / ANNUAL Minimum

\$840

\$600

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Disclaimer: This illustration is intended for comparison purposes only. Refer to the certificate of coverage / proposal for full benefit details and rate details.

# **Benefits Insights**

Brought to you by: Baldwin Krystyn Sherman Partners



# Flexible Spending Accounts

A flexible spending account (FSA) is an account in an employee's name that reimburses the employee for qualified health care or dependent care expenses. It allows an employee to fund qualified expenses with pre-tax dollars deducted from the employee's paychecks. The employee can receive cash reimbursement up to the total value of the account for covered expenses incurred during the benefit plan year and any applicable grace period.

#### "Use-it-or-lose-it" Rule

As required by the Internal Revenue Service (IRS), an FSA has a "use-it-or-lose-it" provision stating that any unused funds at the end of the plan year (plus any applicable grace period) will be forfeited. When electing an FSA during open enrollment, the employee must specify how much he or she would like to contribute to the FSA for the year. The goal is to choose an amount that will cover medical or dependent care expenses, but that is not so high that the money will be forfeited at the end of the year.

The IRS allows employers to offer an extended deadline, or grace period, of 2 ½ months\* after the end of a plan year to use FSA funds. Thus, for a plan year ending Dec. 31, employees would have until March 15 to spend the funds in their FSAs. This provision is strictly optional; the employer must choose to implement it.

In addition, employers may allow participants to carry over up to \$550\* in unused funds into the next year, for the 2022 plan year. Similar to the grace period rule, this carry-over rule is strictly optional, and employers must choose to implement it. The carry-over provision is only available if the plan does not also incorporate the grace period rule.

#### Types of FSAs

There are two different types of FSAs: health care accounts and dependent care accounts. An employee can elect to have both types of accounts and contribute separate pre-tax dollars to each. These accounts are kept separate; for instance, an employee could not be reimbursed for dependent care expenses from his or her health care account.

#### **Health Care Accounts**

A health care FSA reimburses employees for eligible medical expenses, up to the amount contributed for the plan year. A health care FSA offered through a cafeteria plan must limit the amount of salary reduction contributions that employees can make.

#### For 2022, the contribution limit is \$2,850.

A health care FSA only reimburses employees for money spent on medical care, as defined under Section 213(d) of the Tax Code. Section 213(d) of the Tax Code defines "medical care" to include amounts paid "for the diagnosis, cure, mitigation, treatment or prevention of disease, or for the purpose of affecting any structure or function of the body."

Examples of qualified medical expenses include deductibles and copayments for an individual's health plan. Eye exams, eyeglasses, contact lenses, hearing exams, hearing aids, physical exams and smoking cessation programs are also covered. For a complete list of qualified medical expenses, visit the IRS website.

#### **Dependent Care Accounts**

The second type of FSA is a dependent care account. This account can be used to pay for care of dependent children under the age of 13\* by a babysitter, day care center, or before- or after-school program. Care for a disabled spouse, parent or child over the age of 12 is also eligible for reimbursement.

Many of the same general rules that apply to health care FSAs also apply to dependent care accounts, such as the "use it or lose it" rule. However, there are some other important differences between the two types of accounts. For dependent care accounts:

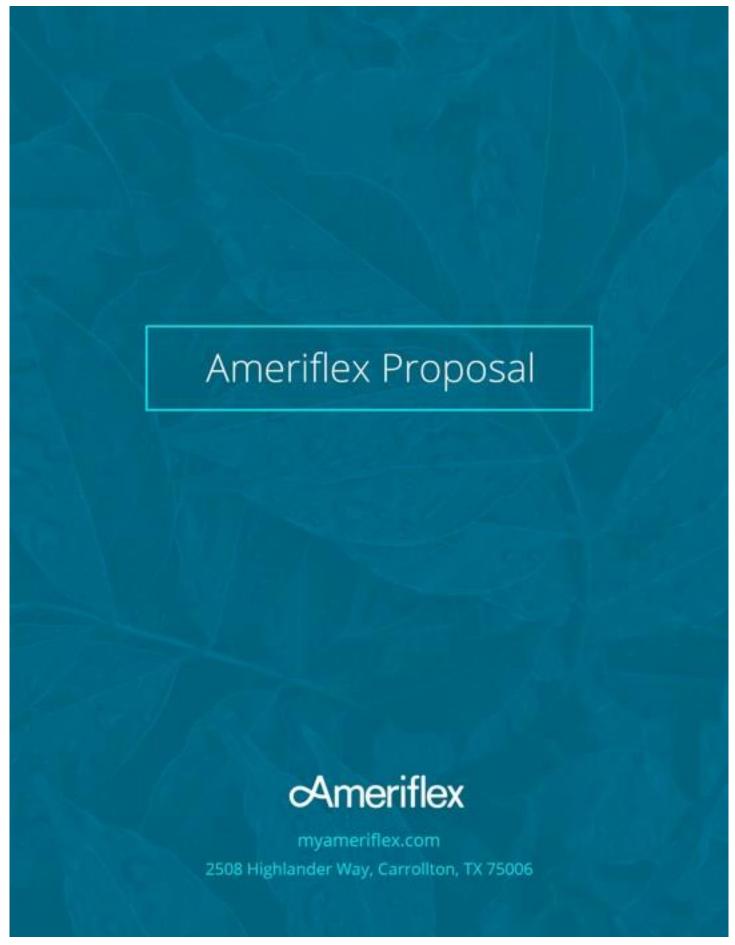
- There is an annual limit as to how much an employee can contribute. This amount is \$5,000, or, if lower, the maximum amount that can be excluded from the employee's income under Section 129 of the Tax Code when the employee's election is made;
- The American Rescue Plan Act temporarily raises pre-tax contribution limits for a DCAP for calendar year 2021. For this calendar year, a married employee who files a joint tax return or an unmarried employee may place up to \$10,500 in a DCAP. A married employee who files a separate tax return may place up to \$5,250 in a DCAP.
- The money in a dependent care account is not available until it has been deposited by the employee; and
- Dependent care expenses cannot be reimbursed until they are actually incurred. This can be an issue when child care centers "pre-bill" for services, and employees are required to pay in advance.

For more information on FSA plan design and compliance, contact Baldwin Krystyn Sherman Partners today.

\*Due to the COVID-19 pandemic, Notice 2021-15 from the IRS provides flexibility to employers offering FSAs or dependent care assistance programs. These flexibilities allow employers to:

- Provide flexibility for the carry-over of unused amounts from the 2020 and 2021 plan years;
- Provide flexibility to extend the permissible period for incurring claims for plan years ending in 2020 and 2021, allowing employers to extend the grace period to 12 months;
- Provide flexibility to adopt a special rule regarding post-termination reimbursements from health FSAs, which allows employers
  to permit employees who cease plan participation during 2020 or 2021 to continue to receive reimbursements from unused
  amounts through the end of the plan year in which their participation ended;
- Provide flexibility for a special claims period and carryover rule for dependent care assistance programs when a dependent "ages out" during the COVID-19 public health emergency. For purposes of determining dependent care assistance that may be paid or reimbursed, the maximum age is increased from 13 to 14 years of age; and
- Allow certain mid-year election changes for health FSAs and dependent care assistance programs for plan years ending in 2021.

This Benefits Insights is not intended to be exhaustive nor should any discussion or opinions be construed as professional advice. © 2019-2020 Zywave, Inc. All rights reserved.



Thank you, Town of Lake Hamilton, for considering Ameriflex. It is our pleasure to present this overview of our services, differentiators, and pricing.

Ameriflex is one of the nation's highest rated consumer-driven healthcare administrators and among the few that uses a Net Promoter Score to measure customer satisfaction. Our current Net Promoter Score of 78—on a scale of -100 to +100— is 4x the industry average, aligning with brands such as Starbucks, Amazon, and Airbnb.

When you choose Ameriflex, you will get a partner focused on keeping your world quiet. You will enjoy benefits unique to our space, including:

#### Account management:

You can always rely on a friendly voice to answer any questions or help you with requests.

#### Personalized implementation:

We have a dedicated implementation team that will be focused on your onboarding experience. They will work at your preferred speed, while never jeopardizing accuracy.

#### Fast responses:

Your calls will be returned in 59 minutes or less during regular business hours, with emails returned in under four business hours.

#### Knowledgeable participant services team:

Your employees can speak with our U.S. based team via phone, live chat, and email, Monday - Friday, 7:00 AM to 8:00 PM and Saturday, 9:00 AM to 1:00 PM CST.

#### 100% regulatory protection:

You will get access to our in-house compliance team and ERISA attorney.

#### ID theft protection:

All Ameriflex card holders will get complimentary access to Mastercard's identity theft protection service, with unlimited full wallet restoration (\$100 value per participant per year).

We appreciate your interest and are always happy to work with you on a plan design that accomplishes your goals. Please don't hesitate to contact us if you have any questions.

Sincerely, Michelle Teadt Vice President of Sales mteadt@myameriflex.com (904) 510-5842

#### Flexible Spending Account

#### \$3.83 per participant per month

- Includes industry's only FSA guarantee (\$14 value per participant per year)
- Employee sets aside money tax-free to use toward eligible healthcare expenses
- Employee has access to full contribution at the beginning of the plan year
- Premium Only Plan (POP) language included at no additional cost

#### Dependent Care Account

- Participants can file a single claim for all dependent care services
- Employee uses the account to pay for child and elder care so that they and their spouse can work
- Employee sets aside money tax-free to fund the account

#### Base Fee

Base Fee: \$50

Setup: \$200

Annual Renewal: \$175

# **Funding**

Most Popular		
Daily-Preferred	Weekly-Preferred	Weekly-Prefund
<b>\$0 Prefund</b> We will pre-pay merchants and medical providers and debit your account the next day.*	\$0 Prefund  We will pre-pay merchants and medical providers and debit your account on a weekly basis**	We will debit your account weekly to cover claims activity. Ameriflex requires a small up-front prefund to cover claims activity***

Sample Company: Joe's A 10 participants, with \$1,000 in a	R. S.	
\$0 Prefund	\$0 Prefund	\$833.33 Prefund  Due first month of administration

<sup>\*</sup> No up-front prefund payment is required.

Your account will be debited each day for the claims activity amount + a preferred funding fee of 2.996%

<sup>\*\*</sup> No up-front prefund payment is required.

Your account will be debited weekly for the claims activity amount + a preferred funding fee of 3.997%

<sup>\*\*\*</sup>We will collect a prefund for 1/12 annual elections.