



Contract By Authorized Board

Commodity or Service: Third-Party Administration of Employee Reimbursement Accounts and Commuter Benefits Programs

Request for Bid/Proposal No: ETI0022
Authorized Board: Employee Trust Funds
Board Funding Agreement
Amendment 5

Contract Period: 01/01/2014 through 12/31/2014

1. This contract is entered into by and between the State of Wisconsin, Department of Employee Trust Funds (Department), the State of Wisconsin Employee Trust Funds Board (Board), and the contractor whose name, address, and principal officer appears on page 2. The Department is the sole point of contract for Board contracting;
2. Whereby the Department of Employee Trust Funds agrees to direct the purchase and the contractor agrees to supply the contract requirements cited above in accordance with the terms and conditions of the request for bid cited above, and in accordance with the contractor's bid submitted on this request for bid which request for bid is hereby made a part of this contract;
3. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than fifty (50) employees are exempted from this requirement.
Within fifteen (15) working days after the award of the contract, the plan shall be submitted for approval to the Department. Technical assistance regarding this clause is provided by the Purchasing Agent, Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, (608) 266-8989, mark.blank@etf.state.wi.us.
5. For purposes of administering the contract, the Order of Precedence is: this contract; the Business Associate Agreement; the technical and cost proposals for the RFP ETI0022 submitted by Fringe Benefits Management Company dated April 28, 2009; RFP ETI0022 dated March 23, 2009, including all appendices, attachments and amendments; Amendment 1 dated December 17, 2009.
6. Assignment of contract to WageWorks, Inc; per Standard Terms and Conditions (Request for Bids & Proposals) Section 17.0 of RFP ETI0022 & FBMC letter of November 18, 2010. Payments for all administrative fee invoices (ERA and Commuter Benefits) will be made to Fringe Benefits Management Company, a Division of WageWorks. FEIN 94-3351864. Until further notice, continue to use FEIN 59-1657263 "WISMART payment address A" when paying the invoices for claims reimbursement.
7. For purposes of administering the contract, the following document is added: Plan Document for the State of Wisconsin Section 125 Cafeteria Plan including Appendix A, Amended and Restated Health Flexible Spending Account Plan; Appendix B, Amended and Restated Dependent Care Flexible Spending Account Plan; and Plan Document Amendment #1, effective January 1, 2011, and all attachments.
8. For purposes of administering this contract the Restated Order of Precedence is:
 - 1) this Contract;
 - 2) the 2012 Plan Document for the State of Wisconsin Section 125 Cafeteria Plan effective October 1, 2012 including all appendices, attachments and amendments which replaces the January 1, 2011 version;
 - 3) Contract Amendment #1 dated December 17, 2009;
 - 4) the Business Associate Agreement;
 - 5) the 2011 Plan Document for the State of Wisconsin Section 125 Cafeteria Plan as described above including all appendices, attachments and amendments;
 - 6) the technical and cost proposals for the RFP ETI0022 submitted by Fringe Benefits Management Company dated April 28, 2009;
 - 7) RFP ETI0022 dated March 23, 2009, including all appendices, attachments and amendments.

9. In accordance with RFP ETI0022, Section 1.9 Contract Term and Funding, and Fringe Benefits Management Company, a Division of WageWorks letter dated January 24, 2012, effective January 1, 2013, the Employee Reimbursement Accounts Program participant fee will be \$4.85 per participant per month and the Commuter Benefits Participant fee will be \$5.18 per participant per month.

10. For the purposes of administering the contract, the following document is added effective July 1, 2012: Amendment 3, The FSA funding arrangement as outlined in Appendix A, and the Commuter payment arrangement as outlined in Appendix B. All other provisions of this contract unrelated to this Amendment remain in effect.

11. Call Center Subcontract

The Department approved WageWork's use of a subcontracted Xerox call center in El Paso, TX for customer services purposes during high call volume periods on March 7, 2013.

12. In accordance with RFP ETI0022, Section 1.9 Contract Term and Funding, and Fringe Benefits Management Company, a Division of WageWorks letter dated January 16, 2013, effective January 1, 2014, the Employee Reimbursement Accounts Program participant fee will be \$4.95 per participant per month and the Commuter Benefits Participant fee will be \$5.28 per participant per month and was approved on March 7, 2013.

13. Revised Service Delivery Standards

The Service Delivery Standards are revised, effective January 1, 2014 and incorporated by reference and are attached to this Contract. The new Standards supersede the prior Performance Standards and Guarantees. The penalties have changed from a flat cost per unmet standard to a penalty based on a percentage of the quarterly fees. The Service Delivery Standards apply to the ERA and the Commuter Benefits programs. WageWorks will tie a portion of quarterly administrative fees to each category which will be measured quarterly. Each item is valued at 1% of the quarterly service fees, with the aggregate of all items subject to a maximum of 10% annually. Amounts of adjustment shall be credited to the client's invoice in the month following the quarterly measurement.

Contract Number & Service: ETI0022 Third-Party Administration of Employee Reimbursement Accounts and Commuter Benefits Programs-Amendment 5

State of Wisconsin Department of Employee Trust Funds	
By Authorized Board (Name)	Employee Trust Funds Board
By (Name)	Wayne Koessl
Signature	<i>Wayne Koessl</i>
Title	Chair, Employee Trust Funds Board
Phone	608.266.9854 (Robert J. Marchant, Deputy Secretary)
Date (MM/DD/CCYY)	12/21/2013

To be Completed by Contractor	
Legal Company Name	WageWorks, Inc
Trade Name	FRINGE BENEFITS MANAGEMENT CO, A DIV OF WAGeworks
Taxpayer Identification Number	94-3351864
Company Address (City, State, Zip)	3101 SESSIONS RD BARBARA L. GONZALES TALLAHASSEE FL 32303
By (Name)	<i>Barbara L. Gonzales</i>
Signature	<i>BP PUBLIC SECTOR DIVISION</i>
Title	850-425-6200 ext. 2448
Phone	12/18/2013
Date (MM/DD/CCYY)	12/18/2013

State of Wisconsin

Service Delivery Standards

The Service Delivery Standards apply to the Flexible Spending Account and and/or Commuter services. WageWorks is willing to tie a portion of quarterly administrative fees* to each category which will be measured quarterly. Each item is valued at 1% of the quarterly service fees, with the aggregate of all items subject to a maximum of 10% annually. Amounts of adjustment shall be credited to the Client's invoice in the month following the quarterly measurement. Failure to meet any metric shall exclude items caused by the force majeure events, such as: acts of nature (earthquake, fire, floods); acts of terrorism or a public enemy; war (whether declared or not); acts of the Government in either its sovereign or contractual capacity, degradation or loss of public utilities (such as telecommunication services not under WageWorks' direct control; widespread loss of electrical power); or congestion, failure or other inability to access the Internet, and other items beyond the reasonable WageWorks' control.

The service delivery guarantees WageWorks provides are delineated below:

Customer Service & Inquiry (Client Specific)	Guarantee
Customer Service Call Response Time	80% answered within 30 seconds
Call Abandonment Rate	<= 5%
1st Call resolution	>= 80%

Claim Processing & Reimbursement and Card Fulfillment	Guarantee
Claims Processing (Client Specific)	99% of claims processed within two (2) business days for visibility on website, upon receipt of a complete claim.
Claims Accuracy	99% for payment (financial) accuracy.
Claims Reimbursement (Client Specific)	90% of approved claims paid out within five (5) business days from processing, upon receipt of a complete claim.
Card Fulfillment	95% of cards are mailed within five (5) business days upon transmission of the clean enrollment file to the card production vendor

Technology (Client Specific)	Guarantee
System Uptime	99% or higher
File Processing	99% of files loaded within 48 business hours and balances updated within 72 business hours

Legal/Compliance	Guarantee
129 and 105 Plan Documents	Provide the Client with applicable 129 and 105 Plan Documents updates, as necessary, complying with the Client's expressed needs and applicable Law prior to the Plan Effective Date.
132 Plan Document	Provide the Client with applicable 132 Plan Document updates, as necessary, complying with the Client's expressed needs and applicable Law by the date agreed upon with the State of Wisconsin.