
MEMO

APPROVED
8/14/2023



DATE: August 8, 2023
FROM: Lisa L. Moore
Assistant Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement - Benefit Resources, Inc

A handwritten signature in black ink, appearing to read "Lisa L. Moore".

Submitted for your approval and execution is the attached agreement between Tulsa County Board of County Commissioners on behalf of Tulsa County Human Resources department and Benefit Resources, Inc for the installation and administration of the Flexible Benefit Plan and to facilitate the use of BRI Debit Card in connection with the Plan for a period of one-year for eligible employees, as further described in the attached.

Respectfully submitted for your approval and execution.

LLM / dcc

SUBMITTED FOR: The August 14, 2023 BOCC meeting agenda.

CMF# 20231402

ADMINISTRATIVE SERVICES AGREEMENT
For
Tulsa County
Flexible Benefit Plan

APPROVED
8/14/2023

THIS AGREEMENT is effective on July 1, 2023, by and between Tulsa County ("Employer") and Benefit Resources, Inc. of Tulsa, Oklahoma ("Benefit Resources").

WHEREAS, Employer has determined that it is in the best interest of the Employer and its eligible employees ("Participants") to install a flexible benefit plan for the benefit of such Participants, to be known as the Tulsa County Flexible Benefit Plan (the "Plan"); and

WHEREAS, in furtherance of such determination and in accordance with applicable provisions of the Plan, Employer deems it advisable to delegate certain ministerial duties and functions for purposes of claims processing, payment of benefits and record keeping to a person or entity with the capacity of providing such services; and

WHEREAS, Employer has determined that Benefit Resources has such capability, and has elected to appoint Benefit Resources to serve in such capacity and does hereby delegate such ministerial duties and functions to Benefit Resources; and

WHEREAS the parties hereto desire to set forth their agreement concerning the respective rights, duties, and responsibilities of such parties relative to such delegation.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Employer and Benefit Resources agree as follows:

I. SERVICE

The Employer appoints Benefit Resources to assist it in the performance of its administrative duties under the plan. Benefit Resources accepts such appointment subject to the terms and conditions of this Agreement. The Employer shall appoint a Plan Administrator who shall be the Employer's agent to act on its behalf for the purpose of communicating information and instructions to Benefit Resources

II. DUTIES OF BENEFIT RESOURCES

A. Benefit Resources shall assist the Employer in developing and designing educational informational pamphlets, vouchers, claim forms or other documentation necessary for the administration of the Plan.

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- B. Benefit Resources shall provide accounting services to the Plan, as follows:
- (i) Maintain a list of Participants, including full names and social security numbers;
 - (ii) Maintain records of contributions by, payments of benefits to, and resulting account balances of Participants;
 - (iii) Prepare and distribute to Participants and the Employer reports of contributions made by and benefits paid to or on behalf of Participants under the Plan; and
 - (iv) Maintain records of all transactions under the Agreement during the terms of the Agreement. These records shall be the property of the Employer and shall be delivered to Employer for safekeeping after each plan year is closed out.
 - (v) Benefit Resources shall receive claims for benefits made by Participants and shall process the same and issue a payment to such Participants in accordance with the terms of the Plan and any guidelines issued by the Employer; provided, however, that payment shall be issued only to the extent that accounting information provided to Benefit Resources indicates that an account balance is available to permit payment of the benefits applied for by the Participant. Payment will be made by either direct deposit or by check as selected by the employee. If Benefit Resources determines that a given application for benefits is not eligible under the Plan, for whatever reason, Benefit Resources shall forward a notice to the Participant providing the reason for denial and describing any additional information that might be necessary to perfect or complete the application.
 - (vi) Benefit Resources is vested only with ministerial authority to investigate, and process claims for benefits under the Plan in accordance with the terms of the Plan. Benefit Resources shall have no discretionary authority to make decisions as to the Plan policy, interpretations, practices, or procedures, but shall perform its duties and functions within the framework of the terms of the Plan and policies, interpretations, rules, practices, and procedures made by the Employer or the Plan Administrator. Benefit Resources is not a fiduciary regarding the Plan and shall not be considered the plan administrator, a fiduciary or named fiduciary as the same terms are defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA").
 - (vii) Benefit Resources shall make employee benefit eligibility determinations on behalf of the Employer in accordance with the claims procedures set forth in the Plan which determinations shall be based upon information provided to Benefit Resources by the Participant and by the Employer. It is understood that Benefit Resources is acting on behalf of the Employer in a ministerial, administrative capacity only and shall have no responsibility to investigate the accuracy or truthfulness of any information provided to Benefit Resources.
 - (viii) Benefit Resources shall not advance its personal funds for the payment of any benefits under the Plan. Benefit Resources shall not be considered the insurer or underwriter of the liability of the Employer to provide benefits for the Participant.
- C. Benefit Resources shall have the right to retain outside service providers to assist it in performing the duties delegated to it under this Agreement. All such outside services shall be

provided at the expense of Benefit Resources and shall be subject to the supervision, control, and responsibility of Benefit Resources. Benefit Resources shall have the right to retain the services of accountants, attorneys, actuaries, and any other professionals whose services are reasonably necessary or desirable to aid in the performance of its duties under this Agreement, for the benefit of the Employer. The expenses for those professional services shall be payable by the Employer upon receipt of appropriate billing from the service provider. Benefit Resources shall notify the Employer of any pending matter, which necessitates the retention of such professional services and shall refrain from hiring any such persons for the performance of services without the prior written approval of the Employer.

III. DUTIES OF EMPLOYER

- A. Employer warrants that it has validly adopted the Plan and any component plans of the Plan.
- B. Employer shall notify, or ensure that the Participants notify, Benefit Resources of the age, years of service and benefit elections of Participants. The Employer shall also notify Benefit Resources of (1) a reduction of Participant's hours of service resulting in loss of benefit eligibility of a Participant; or (2) termination of the employment of a Participant.
- C. Employer shall be responsible for funding the participant's reimbursement checks. Benefit Resources is not responsible for funding the checks.
- D. Ninety (90) days following the end of each Plan Year, as defined in the Plan Document, any funds remaining in the previous Plan Year account may be withdrawn by the Employer.

IV. TERM OF AGREEMENT

The appointment of Benefit Resources under this Agreement is effective as of the day and year first mentioned above and shall continue for a term of one year. Benefit Resources acknowledges and agrees that Employer's fiscal year runs from July 1 through the following June 30 and that any subsequent renewal or extension of this agreement past June 30 of any year is subject to annual fiscal appropriations of Employer's governing body. This appointment may be extended from year to year, as agreed between the parties in writing. If this Agreement is terminated, the fees set forth under Exhibit A will be payable during the period Benefit Resources continues to provide services to the Employer.

Upon termination of this Agreement, copies of all pertinent information from the files of Benefit Resources shall be made available to the Employer at its request.

V. COMPENSATION

The Employer shall pay to Benefit Resources fees in accordance with the schedule attached hereto as Exhibit A. The Employer shall pay fees and other charges authorized hereby within 30 days of receipt of Benefit Resources' invoice for month in which Benefit Resources perform the services.

VI. INDEMNIFICATION AND HOLD HARMLESS

The Employer shall indemnify that any benefit payments processed by Benefit Resources shall be made by Benefit Resources as agent for the Employer. If any benefit paid under the Plan should come to be recharacterized for any reason as income to any Participant, Benefit Resources shall under no circumstances be liable for any Employer or employee taxes, including withholding thereof, or interest or penalties relating to them that result from such recharacterization. Benefit Resources shall have no responsibility for federal, state, or local taxes or reporting to federal, state, or local taxing authorities with respect to contributions to the Plan or benefits paid from the Plan.

VII. NOTICES

Any notices that are required under this Agreement shall be sent by U.S. Mail, properly addressed, with postage prepaid. Notices will be sent to the Employer at:

ATTN: Human Resources
Tulsa County
218 W. 6th Street, 4th Floor
Tulsa, Oklahoma 74119

and to Benefit Resources at:

4775 East 91st Street
Suite 100
Tulsa, Oklahoma 74137-2805


Notice shall be effective upon receipt.

VIII. MISCELLANEOUS

- A. This Agreement shall constitute the entire understanding of the parties regarding the matters covered in it and shall not be modified except by written document signed by both parties.
- B. Benefit Resources shall not be required to perform any services or engage in any activity which would constitute the practice of law or accounting under the laws of the State of domicile of the Employer, or any other State or Federal laws.
- C. This Agreement shall be construed in accordance with the applicable laws of the State of Oklahoma.
- D. This Agreement shall be binding upon the undersigned parties, their successors, and assigns.

EXECUTED 8/14/2023, effective July 1, 2023.
(Date)

BENEFIT RESOURCES, INC.



By

Title: Vice-President

EMPLOYER Tulsa County
EIN: 73-6006419

By: Keely A. Karley

Title Chairman

Attest: Michael Willis 
Michael Willis, County Clerk

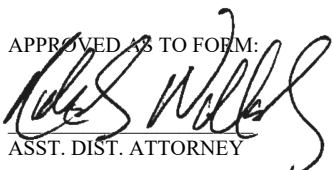
APPROVED AS TO FORM:

ASST. DIST. ATTORNEY

EXHIBIT A

FEE SCHEDULE

Employer Paid:

Service Description	Fee
1. Plan Document	\$ 250.00 (One time only)
2. Plan Amendments or Restatements	\$ 150.00
3. System Setup (First Year) Preparation of computer data for new plan. Input of employee data	\$ 500.00 WAIVED FOR 2023
4. System Setup (Second and Subsequent Years as agreed between the parties in writing, subject to annual fiscal year appropriations).	\$ 250
5. Standardized Enrollment/reenrollment packets	\$ Out-of-pocket costs (Reproduction & shipping)
6. On-site Benefit Meetings (Optional)	\$ 125 per meeting, plus travel time, \$ 500 per day maximum
7. Administration of Flexible Spending Accounts including Prepaid Benefit Card	\$ 3.00 per participant per month Minimum \$50 per month
8. Consulting and administration outside the above as agreed, in advance, in writing.	Billed at standard as agreed in advance in writing.
9. Out-of-pocket travel and shipping expenses are billed at cost.	At cost

All services will be provided based on information supplied by the employer and employee. Benefit Resources does not warrant such information is correct.

Fee schedule accepted this _____, effective for **Plan Year** beginning January 1, 2023.
(Date)

BENEFIT RESOURCES, INC.

Natalie D. Burgess

By: _____
Title: *Vice-President*

EMPLOYER: Tulsa County
EIN: 73-6006419

By: *Kelly A. Karley*
Title: Chairman

Attest: *Michael Willis*
Michael Willis, County Clerk



APPROVED AS TO FORM:
Michael Willis
ASST. DIST. ATTORNEY

AMENDMENT TO SERVICE AGREEMENT

This Amendment to the Agreement between Benefit Resources, Inc. (“Company”) and Tulsa County (“Client”) (each, “Party”, or collectively, “Parties”) is effective **July 1, 2023**.

WHEREAS, the Parties have entered into the Agreement to provide for the administration of Client’s Flexible Benefit Plan (“Plan”).

WHEREAS Client desires to use BRI debit card (“Card”) as part of such Plan’s administration.

WHEREAS the Parties desire to amend the Agreement to facilitate the use of the Card in connection with the Plan.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. The Parties agree that the Card will be used in Client’s Plan. Each Plan participant (“Participant”) will receive one (1) Card, a card carrier, and a cardholder agreement. An education and transactional web site will be established and maintained for use by Client and Participants.
2. Funding. Client will provide all necessary and sufficient funding in connection with its Plan to meet the requirements of the bank that issues Card (“Bank”).
 - a. Client is responsible for providing funds for all payments made by means of the Card on behalf of Participants and all cardholder fees.
 - b. Client will provide funds to an account at Bank designated by Company (“Company Account”) in an amount sufficient to satisfy the requirements of Bank. Company will provide Client with the details of these requirements and will provide Client with timely notice of any changes to these requirements. These funds are not intended to be ERISA plan assets.
 - c. Each payroll period, Client will remit the participant’s payroll deducted funds to the Company. Client will remit this amount using a method agreed upon by Company and Client.
3. Participant Education. Client will provide Participants with informational materials provided by Company to educate them as to the use of the Card. Client will provide Participants with timely notice of any annual cardholder fees charged in connection with their Plan.
4. License to Alegeus Materials. The Parties acknowledge that Alegeus has granted Client a limited, non-exclusive, non-sublicenseable, non-transferable, royalty-free license to use and reproduce any manuals, documents, documentation, training materials and marketing materials (whether standard or customized) provided by Alegeus to Client (“Alegeus Materials”), solely in connection with Client’s use of the Card in administering its Plan and in fulfilling its obligations under this Agreement. Client agrees not to disclose Alegeus

Materials to any third parties or use it for purposes other than those contained in this Agreement without the written consent of Alegeus.

5. Deactivation of Cards. Client acknowledges that the Cards may be deactivated upon occurrence of the following events:
- a. Client fails to provide funds for Card payments according to the terms of Section 2c, above.

AGREED by the Parties through their duly authorized representatives as of the date indicated above.

Benefit Resources, Inc.

Tulsa County

Natalie D. Burgess

By _____
Title: Vice-President

By *Kelly A. Kenley*
Title Chairman

Attest: *Michael Willis*
Michael Willis, County Clerk



APPROVED AS TO FORM
Chris Walker
ASST. DIST. ATTORNEY

PRICING

\$5.00 charge for a lost or stolen debit card which is deducted from the FSA participant account.