



# Travis County Commissioners Court Agenda Request

**Meeting Date:** Tuesday, August 24, 2013

**Prepared By/Phone Number:** C.W. Bruner, 854-9760

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Approve Modification No. 1 to Contract No. 440001599, Total Administration Services Corporation d/b/a TASC, for Administration Services for Flexible Spending Accounts (FSA) and Qualified Transportation Benefits (QTB).**

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

This contract provides for the Administration of the FSA and QTB Accounts for Travis County and its eligible employees who enroll for these services. The Commissioners Court approved the contract on August 20, 2013.

Total Administrative Services Corporation (TASC), the administrator for Flexible Spending Accounts and Qualified Transportation Benefit has modified and customized their standard Plan Document and Summary Plan Description for Travis County. Since the TASC standard Plan Document and Summary Plan Description have been modified specifically for Travis County, they are requesting the signing of the "Addendum to Service Level Agreement".

This Modification No. 1 is issued as an addendum to the Contract, which acknowledges TASC has modified their standard Plan Document and Summary Plan Description for Travis County. Both TASC and Travis County are agreeable to the modified documents. HRMD Staff and the County Attorney's office have reviewed the Addendum and recommend modification of the contract.

Travis County has established a Flexible Benefit Plan within the meaning of Section 125 of the Internal Revenue Code of 1986 called T-Flex. The T-Flex Plan allows employees to choose child care and medical care coverage. A Medical Expense FSA is used to pay for eligible medical expenses which aren't covered by your insurance or other plan with pre-tax dollars. The Dependent Care FSA can pay for eligible dependent care expenses such as after school care, baby-sitting fees, daycare services, nursery and preschool with pre-tax dollars. Travis County has also established a qualified transportation benefits pursuant to Internal Revenue Code section 132 (QTB). The QTB program offers benefit eligible employees the opportunity to pay for certain commuting and parking expenses with pre-tax dollars.

- **Contract Modification Information:**  
Modification Amount: Not Applicable

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [Cheryl.Aker@co.travis.tx.us](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

Modification Type: Bilateral

Modification Period: October 1, 2013 – September 30, 2014

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: Not Applicable

Comments:

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# HRMD

**Human Resources Management**

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700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-6677

September 19, 2013

TO: C.W. Bruner, Purchasing Agent

FROM: John Rabb, Benefit Manager

A handwritten signature in black ink, appearing to be "JR", written over the name "John Rabb".

SUBJECT: Recommendation for modification to Contract # 4400001573, Administration Services for Flexible Spending Plan and Qualified Transportation Benefits

Total Administrative Services Corporation (TASC), the administrator for Flexible Spending Accounts and Qualified Transportation Benefit has modified and customized their standard Plan Document and Summary Plan Description for Travis County. Since the TASC standard Plan Document and Summary Plan Description have been modified specifically for Travis County, they are requesting the signing of the "Addendum to Service Level Agreement". This Addendum acknowledges the standard documents have been modified for Travis County and both TASC and Travis County are agreeable to the modified documents.

HRMD Staff and the County Attorney's office have reviewed the Addendum and recommend modification of the contract to include the item.

If you have any questions, please contact John Rabb at 854-2742.

ISSUED BY:  PURCHASING OFFICE 700 LAVACA STREET 8 <sup>TH</sup> FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST:  CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	DATE PREPARED:  <b>September 19, 2013</b>
ISSUED TO: 1000018789 Total Administrative Services Corporation d/b/a TASC Attn: Julie Locke 2302 International Lane Madison, WI 53704	MODIFICATION NO.:  <p style="text-align: center;"><b>1</b></p>	EXECUTED DATE OF ORIGINAL CONTRACT:  <b>August 20, 2013</b>

ORIGINAL CONTRACT TERM DATES: October 1, 2013 - September 30, 2014      CURRENT CONTRACT TERM DATES: October 1, 2013 - September 30, 2014

**FOR TRAVIS COUNTY INTERNAL USE ONLY:** Original Contract Amount: \$ N/A      Current Modified Amount \$ N/A

**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

**ADDENDUM TO CONTRACT BETWEEN TOTAL ADMINISTRATIVE SERVICES CORPORATION AND TRAVIS COUNTY FOR THIRD PARTY ADMINISTRATION SERVICES** This Modification to Contract Between Total Administrative Services Corporation And Travis County For Third Party Administration Services (“Contract”) by and among Total Administrative Services Corporation, a Wisconsin corporation, doing business as TASC (“Contractor”) and Travis County, Texas (“County”).

**RECITALS**

**WHEREAS,** Contractor and County entered into Contract on September 20<sup>th</sup>, 2013 (“Agreement”); and

**WHEREAS,** Contractor, at County’s request, has furnished County with sample documents to be reviewed County with its legal counsel, for creation of customized documentation for the Plan to be approved and executed by County, including a summary plan description (SPD) and plan document (collectively the “Documents”); and

**WHEREAS,** Contractor and County wish to supplement certain terms and conditions of the Contract to facilitate the use of the Documents.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto hereby agree as follows:

**Note to Vendor:**  
 Complete and sign your portion of the signature block section below for all copies and return all signed copies to Travis County.  
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____  BY: _____ SIGNATURE  BY: _____ PRINT NAME  TITLE: _____ ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER  DATE: _____
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TRAVIS COUNTY, TEXAS  BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: _____
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TRAVIS COUNTY, TEXAS  BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____
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1. **Defined Terms.** Any capitalized terms not specifically defined in this Modification have the same meanings ascribed to them in the Contract.

2. The Limitations of Warranties and Liabilities” are added to the Contract: The Documents are provided without any representations or warranties, express or implied, as to their suitability, legal effect, completeness, currentness, accuracy, and/or appropriateness. THE DOCUMENTS ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITH "ALL FAULTS", AND AGENT DISCLAIMS ANY WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The Documents may be inappropriate for County and/or the Plan’s particular circumstances. Furthermore, state and federal laws may require different or additional provisions to ensure the desired result.

County has the sole authority and responsibility for the Plan and its operation, including the authority and responsibility for administering, construing and interpreting the provisions of the Documents and making all determinations under the Documents. County gives Contractor the authority to act on behalf of County in connection with the Plan, but only as expressly stated in the Contract or as mutually agreed in writing by County and Contractor. All final determinations as to a Participant’s entitlement to Plan benefits are to be made by County. Notwithstanding anything to the contrary in the Documents, County is considered the Plan Administrator and named fiduciary of the Plan benefits.

3. **Counterparts.** This Modification may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Any such facsimile documents and signatures shall, subject to applicable legal requirements, have the same force and effect as manually-signed originals and shall be binding on the parties hereto.

4. **Reaffirmation of Contract Terms and Conditions.** Except as specifically modified herein, the original terms and conditions of the Contract remain in full force and effect. However, the terms and conditions of this Modification control over any inconsistent terms contained in the Contract.

5. **Effective Date.** The changes stated in this amendment are effective on September 24, 2013.

**IN WITNESS WHEREOF**, each of the parties has caused this Modification to be executed on its behalf as of the date first written above.