



TOTAL ACCESS FSA CLIENT ENGAGEMENT KIT

What's inside:

- Total Access FSA Application
- Administration Agreement

What to do:

To initiate the Total Access FSA engagement between your organization, your broker and Benergy Outsourcing Strategies (OS), please do the following:

- [] Review the **Total Access FSA Proposal** (provided separately). This details the services you can expect and the fees.
- [] Complete and sign the one-page **Total Access FSA application**.
- [] Review the **Administration Agreement**, which serves as a contract between your organization and Benergy OS. Sign and date the three distinct parts of the contract: The **Master Agreement Exhibit C** (pertaining to FSA services) **Exhibit D** (the Business Associate Agreement regarding the HIPAA Privacy Rule)
- [] Make a **check** out to Benergy OS for the amount of the initial set-up, or if renewing, the annual fee as detailed in Exhibit C.
- [] Send all signed documents and the check to:

Benergy OS
Attn: FSA
353 South Potomac Street
Waynesboro, PA 17268



TOTAL ACCESS FSA APPLICATION

I. GENERAL INFORMATION

- A. Full legal name of company: City of Jonesboro
- B. Employer ID #: 71-6013749
- C. Company address: PO Box 1845
Jonesboro, AR 72403
- D. Plan Administrator/Contact
Name: Suzanne Hackney
Title: Director of HR
Phone number: 870-933-4640
Fax number: 870-933-4652
E-mail address: shackney@jonesboro.org
- E. Payroll cycle: semi-monthly (24/year)

II. PLAN INFORMATION

- A. First Plan Year: 01/01/07
- B. Flexible Spending Accounts to be offered (please check):
 Health Care Transit
 Dependent Care Parking
- C. Total # of eligible employees: 450

III. ADMINISTRATIVE INFORMATION

- A. Minimum check amount: \$25
- B. Expense reimbursements are to be issued: Weekly ___ or Daily X
(Daily reimbursement require ACH Direct Debit and ACH Direct Deposit)
- C. Banking arrangements: ACH Direct Deposit

IV. PLAN ADMINISTRATOR'S SIGNATURE

Print name: Suzanne Hackney
Signature: _____
Date: _____

**BENERGY OS OUTSOURCING STRATEGIES, INC.
AGREEMENT FOR ADMINISTRATIVE SERVICES**

This Agreement for Administrative Services (the "Agreement") is made as of January 1, 2007, by and between City of Jonesboro (the "Employer"), a Arkansas corporation located at PO Box 1845, Jonesboro, AR 72403 and **Benergy Outsourcing Strategies, Inc. ("BENERGY OS")**, a Delaware corporation located at 353 South Potomac Street, Waynesboro, PA 17268.

Witnesseth:

WHEREAS, the Employer has established the employee benefit plans listed on Schedule 1 hereto (collectively, the "Employer Plans" or singularly, the "Employer Plan") for its employees, former employees and covered retirees, if any ("Employees") and their eligible dependents and beneficiaries;

WHEREAS, the Employer desires to engage BENERGY OS to provide certain administrative and ministerial tasks and services as selected by the Employer and set forth in the Exhibits attached hereto in connection with the Employer Plans (the "Services"); and

WHEREAS, BENERGY OS is willing and able to perform such Services for the Employer.

NOW, THEREFORE, in consideration of the mutual undertakings and covenants hereinafter contained, the Employer and BENERGY OS agree as follows:

1. **The Services.** The Employer hereby engages and hires BENERGY OS to perform the Services, and BENERGY OS hereby agrees to perform the Services, in connection with the Employer Plans. The Services to be provided by BENERGY OS, and the Employer's obligations with respect to BENERGY OS's provision of such Services, are described in detail in the Exhibits attached hereto.
2. **Exhibits.** The parties hereto agree to be bound by the terms of the following agreements, attached as Exhibits hereto:

<u>N.A.</u>	Outsourcing Agreement	Exhibit A
<u>N.A.</u>	COBRA Agreement	Exhibit B
<u>X</u>	FSA Agreement	Exhibit C
<u>X</u>	Business Associate Agreement	Exhibit D

Note: (Exhibit D must be checked and incorporated if Employer Plan is a group health plan.) Such agreements are incorporated as an integral part of this Agreement.

3. Fees. The Employer shall pay to BENERGY OS fees (the "Fees") in connection with the Services in the amounts as set forth in the various Exhibits attached hereto.

a. Invoices. BENERGY OS will submit or make available to the Employer each month a billing invoice for Fees for Services provided for the month. Subsequent year annual Fees, if applicable, will be due thirty days (30) days before anniversary dates. All monthly and annual Fees, if applicable, will be paid via automated clearing house ("ACH") debit no less than two business days following the invoice date.

b. Late Payments. The Employer will pay interest charges to BENERGY OS at the rate of 12% per annum, compounded monthly, on all overdue amounts. Interest charges will be calculated from the 30th day following the date of the billing invoice to the date of receipt of payment by BENERGY OS. Further, if Employer so fails to pay any fees due within thirty (30) days from the date of invoice, it will be deemed a material breach of this Agreement, in which case BENERGY OS may suspend or terminate the Services until such time as monthly payments are no longer in arrears

c. Change in Fees. BENERGY OS has the right to change any applicable Fees as of the date of any change in any governmental program, statute or regulation that changes or alters BENERGY OS's administrative expenses upon 30 days prior written notice to the Employer. BENERGY OS also has the right to change any applicable fees as of the date of any change in the Employer's practices or business that alters BENERGY OS'S administrative expenses upon 30 days prior written notice to the Employer. In addition, BENERGY OS may give the Employer written notice not fewer than 30 days prior to the commencement of any Renewal Term (as defined in Section 4(b) below) of any change in Fees to be effective as of the commencement of such Renewal Term. The Employer shall be deemed to have accepted such change in Fees unless it objects in writing at least 15 days prior to commencement of such Renewal Term.

d. Fees Upon Termination. Upon the expiration or termination of this Agreement, all accrued Fees due to BENERGY OS will be payable immediately upon the request of BENERGY OS.

e. Run-Out Services. "Run-out" claims processing services performed after the expiration or termination of this Agreement are not part thereof. Additional fees will apply and will be determined at the time run-out claims processing services are requested.

f. Grace Period Claims. "Grace period" claims processing services performed after the expiration or termination of this Agreement are not part thereof. Additional fees will apply and are determined at the time grace period claims processing services are requested.

g. Request for Run-Out Services and Grace Period Claims. No less than 30 days before the expiration or termination of this Agreement, the Employer is required to request in writing that Benergy OS provide either or both these additional services after the termination of this Agreement. A separate Run-Out and/or Grace Period Agreement

(the “Post-Termination Agreement”) will be executed between Benergy OS and Employer. Fees for these services are based upon participants that have a balance to be reimbursed at the time these services are requested. All fees under the Post-Termination Agreement are payable in advance.

4. Term and Termination.

a. Term. The term of this Agreement and Exhibit D, if applicable, will continue so long as one or more Exhibits for specific Services are in effect.

b. Initial Term of Exhibits. The initial term of each Exhibit for specific Services will be twelve (12) months from the initial date the specific Services to be provided there under commence (the “Initial Term”), unless terminated following written notice by either party of its intent to terminate in accordance with the provisions of this Agreement.

c. Renewal Terms of Exhibits. Each Exhibit will automatically renew for one-year terms (each a “Renewal Term”; the Initial Term and the Renewal Terms, if any, collectively the “Term”) following the anniversary date of commencement of specific Services unless terminated with sixty (60) day written notice by either party of its intent to terminate on the next anniversary date, or in accordance with the provisions of this Agreement.

d. Termination for Cause. Except as otherwise provided for herein, either BENERGY OS or Employer may terminate this Agreement and one or more Exhibits upon the material breach of the other party, if such breach remains uncured for 60 days following written notice to the breaching party.

e. Obligations of the Parties Upon Termination.

(i) Upon termination or expiration of this Agreement and one or more Exhibits, BENERGY OS shall make available to the Employer copies of all records and files in its possession generated in connection with the Services provided hereunder. At the request and expense of the Employer, BENERGY OS will arrange for the delivery of such records and files to the Employer or its authorized agent. If the Employer does not arrange for the delivery of such materials within 90 days of termination or expiration of this Agreement and one or more Exhibits, the Employer shall be deemed to waive the right to delivery of such records and files and BENERGY OS will be permitted to dispose of all such records and files without delivering them to the Employer.

(ii) The Employer agrees to return all Materials (as defined in Section 7(d) below) to BENERGY OS following termination of this Agreement and one or more Exhibits immediately upon Benergy OS’s request.

(iii) The Employer is required to provide in writing the request to provide “run-out” services and the processing of “grace period” claims no less than 30 days prior to the termination of this agreement, and to pay the fees for such services upon signing the Post-Termination Agreement.

(iv) Benergy OS is not obligated to provide "run-out" services or the processing of "grace period" claims following termination of this Agreement

(v) Benergy OS is not required to provide continued web access to Employer or its employees following the termination of this Agreement.

5. Indemnification.

a. Indemnification by BENERGY OS. BENERGY OS will indemnify, defend and hold harmless the Employer, its affiliates, and their respective officers, managers, directors, employees, members, partners, stockholders, and representatives from and against all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees (the "Losses") arising out of or in connection with any willful breach of any covenant or obligation of BENERGY OS contained in this Agreement, except to the extent arising from the Employer's or its employees', officers', directors', affiliates' or agents' willful misconduct.

b. Indemnification by Employer. The Employer will indemnify, defend and hold harmless BENERGY OS, its affiliates, and their respective officers, managers, directors, employees, members, partners, stockholders, and representatives from and against all Losses arising out of or in connection with any breach of any covenant or obligation of Employer contained in this Agreement or with respect to the provision by BENERGY OS or its affiliates or agents of any of the Services (including, without limitation, any fine, penalty, or excise tax imposed under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Internal Revenue Code of 1986, as amended (the "IRC") or otherwise, in connection with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), except to the extent arising from BENERGY OS'S or its employees', officers', directors', affiliates' or agents' negligence or willful misconduct.

c. Notice of Indemnification. If either party receives a notice, compliant, or other notification of a lawsuit, claim, action or administrative proceeding or other action (the "Notice") requiring indemnification by the other party, the party receiving the Notice shall notify the other party in writing within 5 days of receipt of such Notice.

d. Exclusive Remedy. Indemnification under this Section 5 shall be the exclusive remedy for any and all claims arising from this Agreement.

6. Representations and Warranties.

a. Representations of BENERGY OS. BENERGY OS MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. THE WARRANTIES AND INDEMNITIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, GUARANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF BENERGY OS FOR LOSSES

(INCLUDING, WITHOUT LIMITATION CONSEQUENTIAL DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF THE SERVICES HEREUNDER. BENERGY OS WILL NOT, UNDER ANY CIRCUMSTANCE, BE LIABLE TO THE EMPLOYER OR ANY OTHER PERSON FOR (1) CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF BENERGY OS IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING OR (2) ANY DAMAGES IN EXCESS OF THE AGGREGATE FEES PAID BY EMPLOYER TO BENERGY OS DURING THE TERM.

b. Representations of Employer. The Employer represents that the Employer Plans will be maintained during the term of this Agreement in accordance with COBRA, ERISA, the IRC, as amended, and other applicable law. The Employer shall be responsible for compliance with all requirements imposed by federal or state authorities upon employers who have established health benefit plans.

7. General Provisions.

a. Status of BENERGY OS.

(i) The parties acknowledge that BENERGY OS, in performing its obligations under this Agreement, is acting as agent of the Employer and shall not be designated or deemed the plan administrator as defined under ERISA with respect to the Employer Plans or the appropriate named fiduciary for review of entitlement to COBRA continuation coverage under the Employer Plans, for purposes of COBRA, ERISA and any other federal or State law of similar nature.

(ii) BENERGY OS shall provide only administrative services to the Employer Plans under this Agreement and shall not exercise any discretionary authority or control with respect to the Employer Plans. Accordingly, BENERGY OS shall not be a fiduciary under ERISA with respect to the Employer Plans.

(iii) The Employer hereby acknowledges that BENERGY OS disclaims any intention or capacity to provide legal advice, legal opinions or other legal services pursuant to this Agreement. The Employer agrees that it will rely solely upon the advice of its own legal counsel for any legal advice regarding the Services provided under this Agreement.

b. Accuracy of Information. The Employer acknowledges that BENERGY OS shall rely upon the Employer as to the accuracy and completeness of all information provided to BENERGY OS in connection with this Agreement and BENERGY OS shall not be required to make any independent verification of any such information or to make any inquiry as to whether any other information is required.

c. Employer Information. During the Term, the Employer will furnish to BENERGY

OS such information and other assistance as BENERGY OS will reasonably require to enable BENERGY OS to perform the Services, and BENERGY OS will have the right to inspect, upon reasonable notice and during normal business hours, any records of the Employer or in the possession of the Employer that relate to the Services.

d. BENERGY OS Materials. The Employer acknowledges and agrees that all products, forms, procedures, pricing and other materials (the "Materials") utilized or made available by the Employer to BENERGY OS in connection with any services rendered hereunder are the sole property of BENERGY OS. The Employer shall have no title or other right to or interest in any of such Materials, nor shall it acquire any such right, title or interest by use thereof in accordance with this Agreement. The Employer shall not license, market, copy, modify, sell or transfer any of such Materials, in whole or in part. The Employer acknowledges and recognizes that any breach of this Section would result in irreparable harm to BENERGY OS and, accordingly, agrees that in addition to and not in lieu of all remedies available to BENERGY OS by reason of such breach (at law or equity), BENERGY OS shall be entitled to equitable relief (including, without limitation, specific performance and injunctive relief) to enjoin the occurrence and continuation of such breach.

8. Miscellaneous.

a. Agency. Neither party is, nor shall be deemed to be, an employee, co-venturer, partner or legal representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of, or on behalf of the other party. No employee of BENERGY OS or of the Employer shall be deemed in any manner whatsoever to be an employee of the other, and as such shall not be entitled to and is not qualified under any employee benefit plans provided by the other for its employees.

b. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

c. Assignment. Neither this Agreement nor any interest hereunder shall be assignable by any party, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other.

d. Further Actions. Each party agrees to execute, acknowledge and deliver such further instruments, and to do all other acts as may be necessary and appropriate, in order to carry out the purposes and intent of this Agreement.

e. Notices. All notices under this Agreement shall be in writing and shall be deemed effective upon actual receipt given if delivered personally or by facsimile transmission, telexed, mailed by registered mail or certified mail (return receipt requested), postage prepaid, or sent by express courier service, to the parties at the following addresses, or such other address as a party may specify by like notice:

If to BENERGY OS: Benergy Outsourcing Strategies, Inc.

Attn: FSA

353 South Potomac Street Waynesboro, PA 17268

Fax: 717-762-2449

If to Employer:

City of Jonesboro

PO Box 1845

Jonesboro, AR 72403

Attn: **Suzanne Hackney**

Fax: **870-933-4652**

f. Confidentiality and Nondisclosure. BENERGY OS will treat names, addresses, telephone numbers, social security numbers, birth dates, medical records, benefit information and all other personal information ("Confidential Information") of and pertaining to persons covered under the Employer Plans as confidential. However, BENERGY OS may release Confidential Information to the Employer, insurer or any other third party to the extent reasonably required to perform its services under this Agreement or required by law or regulation and in accordance with Exhibit D, if applicable.

g. Books and Records. BENERGY OS shall maintain at its principal office, books and records of all transactions between it and the Employer for the duration of this Agreement and for 6 years thereafter; provided that such books and records shall be retained for any longer period that may be required by applicable law. The books and records shall be maintained in accordance with BENERGY OS's generally accepted standards of bookkeeping and shall be available upon reasonable notice and during customary business hours to the Employer for examination, audit and inspection. Inspection shall be performed at Benergy OS's office. If any examination, audit, or inspection is conducted by anyone other than the Employer's reinsurers, the Employer, or the certified public accountant retained to perform an audit required by ERISA, BENERGY OS shall be compensated for its time spent and expenses incurred in connection with that examination, audit, or inspection at Benergy OS's then current rates. BENERGY OS shall maintain at its principal office, books and records of the transactions, if any, between it, the Employer, reinsurers, the Employees of the Employer and their dependents. The Employer and BENERGY OS shall each retain a copy of this Agreement as a part of their official records throughout its term and for at least 6 years thereafter.

h. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania (except to the extent that those laws are preempted by ERISA or other applicable federal law) without regard to principles of conflicts of laws.

i. Entire Agreement. This is the entire Agreement between the parties with respect to its subject matter. It supersedes all prior agreements and understandings between the parties. This Agreement may not be modified except in writing signed by authorized officers of the parties.

j. Waiver of Breach. The failure of either party to require strict adherence of the other to the requirements of this Agreement shall in no way affect the respective rights of either party to enforce same nor shall any waiver of any breach of this contract be construed as a waiver of any subsequent breach or a waiver or modification of the provisions of this Agreement.

k. Captions and Headings. The captions and headings set forth in this Agreement are for convenience of reference only and do not define or limit any of the terms or provisions thereof.

l. Severability. The invalidity or unenforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other term or provision.

m. Force Majeure. Neither party shall be liable for failure or delay of performance hereunder arising from Acts of God or other acts or occurrences beyond control of the parties, including but not limited to acts of courts and regulatory bodies, fires, explosions, weather-related obstacles to performance, labor stoppages, war or rebellion.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have signed this Agreement

**BENERGY OUT SOURCING
STRATEGIES, INC.**

By: _____

Name: _____

Title: _____

Date: _____

• **MASTER**

SCHEDULE 1

[Insert List of Employer Plans]

EXHIBIT C

THIS FLEXIBLE SPENDING ACCOUNT AGREEMENT (the "FSA Agreement") is incorporated into the Agreement for Administrative Services dated January 1, 2007, by and between City of Jonesboro ("Employer") and Benergy Outsourcing Strategies, Inc. ("BENERGY OS") on _____, 2006, and relates to the Employer's employee benefit plans listed on Schedule 1 hereto (the "FSA Plan").

I. Duties and Responsibilities of BENERGY OS

During the term of this FSA Agreement, BENERGY OS agrees to perform the following specific functions, subject to the terms of this FSA Agreement:

a. Consult with the Employer and provide services in connection with the design and development of the FSA Plan

b. Provide online access to Employer self-service templates to generate and update plan documents.

c. Create a Web portal ("Benergy") with both Employer and employee access controlled by separate passwords.

d. Assist the Employer in the annual enrollment of the FSA Plan.

e. Provide administrative services including the processing and reimbursement of eligible submitted claims, reporting of account activity to participating employees and reports to the Employer as follows:

1. Detailed accounting of the receipts and disbursements of the FSA Plan;

2. Detailed reports of the disbursements made by check number; and

3. Detailed summary report of the current balance in each participant's account.

f. Submit on a weekly basis a statement of employee reimbursements supporting the amount to be withdrawn from Employer's designated bank account via automated clearing house ("ACH") debit no less than two business days following the statement date.

II. Duties and Responsibilities of Employer

In connection with the administration of the FSA Plan, Employer shall:

a. Determine who among its Employees is eligible for coverage under the FSA Plan from time-to-time and the type or types of coverage each may obtain. Where coverage options are available, The Employer shall explain such options to the affected employees. The Employer's determination from time-to-time of eligibility matters may not be reviewed by BENERGY OS.

b. Obtain a completed group enrollment form from each person eligible and applying for coverage or coverage increase.

c. Provide BENERGY OS with necessary information to enable BENERGY OS to determine the current eligibility, classification, benefits, and termination date for each person covered under the FSA Plan.

d. Notify BENERGY OS of any dispute raised by any person with respect to a claim under the FSA Plan and of any inquiry received from any state insurance regulator or attorney for a claimant, beneficiary or assignee and forward to BENERGY OS any summons, complaint or other writing received by Employer concerning pending or threatened litigation; provided that nothing herein shall be deemed to authorize, permit or require Employer to accept process on behalf of BENERGY OS nor to require Employer to disclose any matter subject to attorney-client privilege.

e. Upon request, furnish to BENERGY OS such data as is in Employer's possession and is reasonably required in connection with any matters arising under the obligations of BENERGY OS or Employer.

f. Be responsible for the sufficiency of all accounts maintained by Employer from which BENERGY OS is authorized to pay FSA Plan benefits and hold BENERGY OS harmless as to any insufficiency.

g. To cover reimbursement payments to participants for eligible claims under the plan, ensure that adequate funds are available to cover payment by automated clearing house ("ACH") debit to Employer's designated bank account no less than two business days following the statement date.

h. Collect and forward data detailing plan contributions by benefit category for each participating employee at the end of each payroll period in a format agreed to by both parties.

i. Comply with all laws and regulations to the extent they are applicable to the FSA Plan or to Employer by reason of any association it may have with the FSA Plan including all reporting and disclosure requirements.

II. Fees

At time of contract signing, Employer is required to have paid the set up fee and the first month's fee for FSA Services. The initial set up and monthly fee for FSA Services amounts to \$ **545*** based on the current number of Plan participants and the current fee schedule of BENERGY OS for FSA Services as set forth below, which fee schedule will remain in effect for one year following the commencement of Services described in Section I above. All subsequent monthly and annual fees are due and payable in the manner described in the Agreement for Administrative Services.

***Current number of participants is 109**

EXHIBIT C

Base Pricing

Base pricing for our FSA Administration services is comprised of the following components:

- **Annual fee** – a fixed amount paid each year based on the total number of employees eligible for the plan in the given year, plus
- **Monthly fee** – this fee is based on the number of employees who elect to contribute to the FSA plans. There is a separate fee that applies for participants in:
 (1) Health and/or Dependent Care FSAs, and
 (2) Transit and/or Parking FSAs.

The monthly fee includes the optional Total Access FSA Credit Card. There is an overall minimum monthly fee of \$100.

	TOTAL NUMBER OF ELIGIBLE EMPLOYEES		
	10-1,000	1,001-2,000	Over 2,000
Annual fees	\$100	\$300	\$500
	+	+	+
Monthly fees¹			
Health and Dependent Care FSA Accounts	\$5.00 per participant	\$5.00 per participant	\$5.00 per participant
Transit and Parking FSA Accounts	\$4.50 per participant	\$4.00 per participant	\$4.00 per participant

OTHER SERVICES	
Plan documents	All services are included in above fees
Premium Conversion	
Form 5500	
Benergy™ Enhanced – personalized FSA web portal	
Standard claim and enrollment forms	
Pre-enrollment brochures and worksheets	

¹ Minimum \$100 per month. The monthly fee automatically includes the Total Access FSA Card, whether or not you choose to distribute the card to participants.

EXHIBIT C

Additional Fees

There may be additional fees if you choose these optional services:

- **Paper enrollment form processing fee** – online enrollment through Benergy will be the preferred method and is included in the above monthly fee. However, paper enrollment forms will be available. There is an additional administrative fee for each individual paper enrollment form received and processed by Benergy OS. A single form will be available for multi-plan enrollments.
- **Nondiscrimination testing fee** – Benergy OS can perform nondiscrimination testing for you, provided you supply the plan information and enrollment data. There is a charge for each test.

OPTIONAL FEES	
Paper enrollment form processing fee (optional)	\$6.00 per form
Nondiscrimination testing (optional)	\$1.50 per eligible employee per test

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have signed this FSA Agreement.

**BENERGY OUT SOURCING
STRATEGIES, INC.**

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1

[Insert List of FSA Plans]

EXHIBIT D

THIS BUSINESS ASSOCIATE AGREEMENT (the “Business Associate Agreement”) is incorporated into the Agreement for Administrative Services dated **January 1**, 2006, by and between **City of Jonesboro** (the “Employer”), the group health plan or portion thereof listed on Schedule 1 hereto and subject to the Privacy Rule (as defined below) (the “Covered Entity”) and Benergy Outsourcing Strategies, Inc. (the “Business Associate”), on _____.

I. Background

Under the Standards for Privacy of Individually Identifiable Health Information, prescribed at 45 CFR part 160 and 164, subparts A and E (the “Privacy Rule”), in order for Covered Entity to disclose Protected Health Information (“PHI”) (as defined in 45 CFR § 164.501) to Business Associate to permit it to perform certain functions for or on behalf of Covered Entity, Covered Entity must obtain an agreement with Business Associate that it will adhere to certain guidelines designed to protect PHI. This Business Associate Agreement is intended to fulfill Covered Entity’s obligations with respect to Business Associate under the Privacy Rule and will be interpreted in a manner consistent with that intent. Initially capitalized words and phrases not otherwise defined in this Business Associate Agreement will have the same definition that is given to those words and phrases under the Privacy Rule or in the Administration Agreement to which this Business Associate Agreement is an exhibit (the “Administration Agreement”).

II. Obligations and Activities of Business Associate

a. Business Associate agrees not to use or to disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Business Associate Agreement or as Required by Law.

c. Business Associates agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Business Associate Agreement of which it becomes aware within a reasonable period of time after discovery.

e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information.

f. Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to

EXHIBIT D

an Individual in order to meet the requirements under 45 CFR § 164.524.

g. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual.

h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary of the U.S. Department of Health and Human Services or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

j. Business Associate agrees to provide to Covered Entity or an Individual, information collected in accordance with Subsection II.i. of this Business Associate Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

III. Permitted Uses and Disclosures by Business Associate

a. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Administration Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

b. Except as otherwise limited in this Business Associate Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Business Associate Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

EXHIBIT D

e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

IV. Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

V. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, provided however that the Business Associate may use or disclose PHI for data aggregation or management and administrative activities as provided in Sections III(b)-(d) of this Business Associate Agreement.

VI. Term and Termination

a. Term. The Term of this Business Associate Agreement shall be effective as of the first date appearing above, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Business Associate Agreement and the Administration Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

2. Immediately terminate this Business Associate Agreement and the Administration Agreement if Business Associate has breached a material term of this Business Associate Agreement and cure is not possible; or

EXHIBIT D

3. If neither termination nor cure as feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

1. Except as provided in paragraph (2) of this Section, upon termination of this Business Associate Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon the determination by Covered Entity that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such PHI.

VII. Miscellaneous

a. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.

b. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time to permit Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. This Business Associate Agreement may be amended only in a writing signed by each party.

c. Survival. The respective rights and obligations of Business Associate under Section VI.c. of this Business Associate Agreement shall survive the termination of this Business Associate Agreement.

d. Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

e. Supersession. The provisions of this Business Associate Agreement are intended by the parties hereto to amend and, to the extent inconsistent with, to supersede the provisions of the Administration Agreement.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have signed this Agreement.

**BENERGY OUT SOURCING
STRATEGIES, INC.**

By: _____

Name: _____

Title: _____

Date: _____

**[INSERT NAME OF PLAN],
BY [INSERT NAME OF EMPLOYER],
AS PLAN ADMINISTRATOR**

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1

[Insert list plans subject to HIPAA Privacy Rule]

TOTAL ACCESS FSA CLIENT IMPLEMENTATION KIT

What's inside:

- Total Access FSA Questionnaire
- Medical and Dental Benefits Form
- Payroll Calendar
- ACH Direct Debit Form (with Instruction Sheet)
- mbi ACH Direct Deposit Form (with Instruction Sheet)
- mbi Questionnaire

What to do:

- [] Print out this entire document.
- [] Complete the **Total Access FSA Questionnaire**. On this questionnaire, you will provide:
 - Contact information
 - Eligibility rules for your FSA plans
 - The FSA plan types (health care, dependent care, transit and parking) that you will sponsor. You may choose any or all of the plans.
 - The minimum and maximum contribution amounts for the Health Care and Dependent Care FSAs. The Transit and Parking maximums are set by law at \$105 and \$205 per month, respectively.
 - Your choice to offer the Total Access FSA Card. The card, administered by MBI, enables plan participants to purchase goods and services for any of the four plans using a debit card. This eliminates the need to submit claim forms and provides immediate reimbursement and convenience for participants.
- N/A** Complete the **Medical and Dental Benefits Form**. On this form, you will need to include all the specific information for your medical and dental plans. (You can also attach a copy of your schedule of benefits instead of completing the form.) Be sure to include a copy of your Plan Document and Summary Plan Description with the completed form and/or your schedule of benefits.
- [] Circle the dates on which payroll is scheduled on the **Payroll Calendar**. Multiple calendars are provided in case you have different pay cycles for different employee groups.
- [] Complete the **Benergy OS Direct Debit Form**. This enables Benergy OS to automatically debit funds from an employer account to pay reimbursements to plan participants. On this form, you will provide corporate account information. With this direct debit arrangement in place, employees may choose to have Benergy OS directly deposit reimbursements into their personal bank accounts for convenience.
- [] If you choose to offer the Total Access FSA Card, you must complete two forms:
 1. The **mbi ACH Direct Debit Form**. Because the funds for each plan participant's transactions are debited automatically from an employer account by MBI, you must provide corporate account information.
 2. The **mbi Questionnaire**.
- [] When all of these documents are completed and signed, please mail them to: **Town & Country Insurance Agency**
Benergy OS FSA Implementation
353 South Potomac Street
Waynesboro, PA 17268
(fax: 516-414-5122)
PO Box 1764
Jonesboro, AR 72403

Upon receiving this documentation, Benergy OS will create the enrollment and communications materials necessary for you to begin open enrollment. **If you have questions, send an e-mail to fsa@benergyos.com.**

Benergy OS OUTSOURCING STRATEGIES
TOTAL ACCESS FSA QUESTIONNAIRE

You must complete the following questionnaire in its entirety to have Benergy OS implement Total Access FSA for your organization for the upcoming Plan Year.

Contact and Internet Resource Information

Name of Organization:		City of Jonesboro
What is your Organization's website address:		www.jonesboro.org
Address:		PO Box 1845, Jonesboro, AR 72403
Contact Person:		Suzanne Hackney
Telephone Number:	E-mail Address:	
870-933-4640	shackney@jonesboro.org	
Additional Internet Resources:		
Group Number:		

Broker Contact (if applicable)

Name of Brokerage Firm:		Town & Country Insurance Agency, Inc.
Broker Producer:	Broker Account Manager:	
Richard Darouse	Madonna Lee	
Address:		PO Box 1764, Jonesboro, AR 72403
Telephone Number:	E-mail Address:	
870-932-7448	mlee@townandcountryinsurance.com	

Employee Portal

Do you currently use Benergy™ for your employee communications portal? Yes No

If so, please provide the following:

Website address: **www.jonesboro.mybenergy.com**

Employee's User ID: **cojemp**

Password: **benefits**

Open Enrollment Period

Open enrollment start date:
11/15

Date the plan year begins (effective date):
01/01/07

Open enrollment end date:
12/27

Is this a short plan year? Yes No

Do you use Ready...Enroll Express or Complete? Yes No

Provide the date the full plan year begins:

Eligibility Information

Total Number of Eligible Employees:
450

Who's Eligible for Coverage?

Select employee group(s) that apply:

All employees - Definition optional (750 characters maximum):

Full-time employees - Definition optional (750 characters maximum):

Part-time employees - Definition optional (750 characters maximum):

When Can an Employee Participate?

Select one:

First day of employment

First of the month following date of employment

First of the month after 30 days of employment

First of the month after 60 days of employment

First of the month after 90 days of employment

Other - Please specify:

Health Care Plan

Minimum employee contribution

Annual \$ _____

Maximum employee contribution

Annual \$ _____

Dependent Care Plan

Minimum employee contribution

Single or married filing a joint return:

Annual \$ 100

Married filing a separate return:

Annual \$ 100

Maximum employee contribution

Single or married filing a joint return:

Annual \$ 5000

Married filing a separate return:

Annual \$ 2500

Transit Flexible Spending Account

Would you like to offer a Flexible Spending Account for Transit to your employees? Yes No

Parking Flexible Spending Accounts

Would you like to offer a Flexible Spending Account for Parking to your employees? Yes No

Claim Deadline

Claim deadline: Specify date (MM/DD): March 30

Would you like to offer the 2 ½ month Grace Period? Yes No

Reimbursement Options

Reimbursements are to be issued: Weekly Daily (requires ACH Direct Debit and ACH Direct Deposit)

Would you like to offer the Total Access FSA Card reimbursement option to your employees? Yes No

If Yes, please complete the attached mbi Application & mbi ACH Direct Debit Form

Benergy Total Access FSA Portal

Provide the exact company name that you would like your employees to use as a prefix in your Benergy web address when accessing their FSA accounts online (e.g., **acme.mybenergy.com**).

jonesboro.mybenergy.com

(no spaces or characters)

Additional Plan Highlights

Benergy OS will generate extensive benefit summaries for each of your FSA plans for use in the web portal and other communications. If there are special features of your plans that should be communicated, please use the spaces below to provide them. You can also add any required disclaimers in the footer section of the benefits summary.

Headline:

Body:

Which FSA plans does this highlight apply to? Health Care Dependent Care Transit Parking

Headline:

Body:

Which FSA plans does this highlight apply to? Health Care Dependent Care Transit Parking

Optional Footer (to add any Disclaimers & Exclusions)

Which FSA plans does this footer apply to? Health Care Dependent Care Transit Parking

Which FSA plans does this footer apply to? Health Care Dependent Care Transit Parking

Sample Plan Documents

If you would like us to send you sample plan documents, please select from the following:

Premium Savings Plan Document and Form Cafeteria Plan Document Flexible Benefits Plan SPD

N/A FOR NOW

Benergy OUTSOURCING STRATEGIES

MEDICAL AND DENTAL BENEFITS FORM

Please enter all specific information for your medical and dental plans below. (You can also attach a copy of your schedule of benefits instead of completing this form.) Benergy OS is not responsible for the content provided on this form or in your Plan Document. The Plan Document that we provide is a template or "model" plan document for you to use and should be thoroughly reviewed by your legal counsel. (The template Plan Document and SPD can be found in the eTools section of Benergy™ Central under Total Access FSA.)

Medical
(Please complete a copy of this form for each of your Medical Plans.)

Select Plan Type: HMO Indemnity POS PPO Triple Option Plan

Contribution Information (Employee)

<input type="checkbox"/> Employee only \$ <u> </u>	<input type="checkbox"/> Employee + family \$ <u> </u>
<input type="checkbox"/> Employee + spouse \$ <u> </u>	<input type="checkbox"/> Dependent only \$ <u> </u>
<input type="checkbox"/> Employee + children \$ <u> </u>	<input type="checkbox"/> Employee + one dependent \$ <u> </u>
<input type="checkbox"/> Employee + child \$ <u> </u>	<input type="checkbox"/> Employee + domestic partner \$ <u> </u>
<input type="checkbox"/> Employee + domestic partner/children \$ <u> </u>	<input type="checkbox"/> Employee + spouse and child \$ <u> </u>
<input type="checkbox"/> Employee + spouse and children \$ <u> </u>	

General Provisions	Benefits
---------------------------	-----------------

<input type="checkbox"/> Annual <input type="checkbox"/> Calendar Year Deductible Is the deductible combined for in- and out-of-network services? <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ <u> </u>
<input type="checkbox"/> Annual <input type="checkbox"/> Calendar Year Out-of-Pocket Maximum Is the deductible included in the out-of-pocket maximum? <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ <u> </u>
Is the out-of-pocket maximum combined for in- and out-of-network services? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Co-payments

Physician's Office Visit	\$ <u> </u>
Primary Doctor's Office	\$ <u> </u>
Specialist's Office	\$ <u> </u>
Routine Adult Physicals	\$ <u> </u>
Laboratory Services (Diagnostic tests, lab, x-rays)	\$ <u> </u>
Inpatient Hospital (Semi-private room, board, tests, medications)	\$ <u> </u>

Outpatient Hospital	\$ <u> </u>
Emergency Room Visit	\$ <u> </u> Are Co-payments waived if admitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Ambulatory Services	\$ <u> </u>
Maternity Care (Pre-natal and post-natal)	\$ <u> </u> <input type="checkbox"/> initial visit only <input type="checkbox"/> each visit
Well-Baby Care/Immunizations	\$ <u> </u>
Well-child Care	\$ <u> </u>
Chiropractic Care	\$ <u> </u>
Physical Therapy	\$ <u> </u>
Anesthesiology Services	\$ <u> </u>
Morbid Obesity	\$ <u> </u>
Routine Sigmoidoscopy	\$ <u> </u>
Routine Colonoscopy	\$ <u> </u>
Organ Transplants	\$ <u> </u>
Home Health	\$ <u> </u>
Hospice Facility	\$ <u> </u>
Skilled Nursing Facility	\$ <u> </u>
Outpatient Therapy	\$ <u> </u>
Allergy Testing	\$ <u> </u>
Wigs/Hairpieces	\$ <u> </u>

Durable Medical Equipment	\$ <u> </u>
---------------------------	----------------------

Prosthetics	\$ <u> </u>
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Prescription Drugs

Prescription Drug Coverage (Retail) ____ day(s) supply	\$ <u> </u> generic
	\$ <u> </u> brand-name
	\$ <u> </u> non-formulary
	<input type="checkbox"/> Not Covered

Prescription Drug Coverage (Mail Order) ____ day(s) supply	\$ <u> </u> generic
	\$ <u> </u> brand-name
	\$ <u> </u> non-formulary
	<input type="checkbox"/> Not Covered

Mental Health and Substance Abuse

Mental and Nervous (Inpatient)	\$ <u> </u>
	Is the number of mental and nervous days/year combined for in- and out-of-network services? <input type="checkbox"/> Yes <input type="checkbox"/> No

Mental and Nervous (Outpatient)	\$ <u> </u>
	Is the number of mental and nervous days/year combined for in- and out-of-network services? <input type="checkbox"/> Yes <input type="checkbox"/> No

Substance Abuse Treatment (Inpatient)	\$ <u> </u>
	Is the number of substance abuse treatment days/year combined for in- and out-of-network services? <input type="checkbox"/> Yes <input type="checkbox"/> No

Substance Abuse Treatment (Outpatient)	\$ <u> </u>
	Is the number of substance abuse treatment days/year combined for in- and out-of-network services? <input type="checkbox"/> Yes <input type="checkbox"/> No

Dental
(Please complete a copy of this form for each of your dental plans.)

Select Plan Type: DHMO POS Indemnity PPO

Contribution Information (Employee)

<input type="checkbox"/> Employee only \$ <u> </u>	<input type="checkbox"/> Employee + spouse \$ <u> </u>
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<input type="checkbox"/> Employee + child \$ <u> </u>	<input type="checkbox"/> Family \$ <u> </u>
--	--

General Provisions	Benefits
---------------------------	-----------------

<input type="checkbox"/> Benefit <input type="checkbox"/> Calendar Year Deductible Is the deductible combined for in- and out-of-network services? <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ <u> </u>
--	----------------------

<input type="checkbox"/> Benefit <input type="checkbox"/> Calendar Year Maximum Is the maximum combined for in- and out-of-network services? <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ <u> </u>
--	----------------------

Covered Services

Preventive Services	\$ <u> </u> Is the deductible waived for preventive services? <input type="checkbox"/> Yes <input type="checkbox"/> No
Basic Services	\$ <u> </u> Is the deductible waived for basic services? <input type="checkbox"/> Yes <input type="checkbox"/> No
Major Services	\$ <u> </u> Is the deductible waived for major services? <input type="checkbox"/> Yes <input type="checkbox"/> No
Orthodontist Services	\$ <u> </u> Is the deductible waived for orthodontic services? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is there a separate deductible for orthodontic services?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate how much per individual \$ <u> </u>
Is there a waiting period for orthodontic services?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate how long <u> </u>
Is there a separate annual/calendar year maximum for orthodontic services?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate how much \$ <u> </u>
Is there a separate lifetime maximum for orthodontic services?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate how much \$ <u> </u>

Information for Individual Completing this Form

Name
Signature
Telephone Number
E-mail Address

2006 PAYROLL CALENDAR

Circle the dates on which payroll occurs.

Applies to: [] Select groups: _____

JANUARY 2006							FEBRUARY 2006							MARCH 2006							APRIL 2006						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28					26	27	28	29	30	31	23	24	25	26	27	28	29	
																					30						

MAY 2006							JUNE 2006							JULY 2006							AUGUST 2006						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3							1			1	2	3	4	5	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30	31			
													30	31													

SEPTEMBER 2006							OCTOBER 2006							NOVEMBER 2006							DECEMBER 2006							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
					1	2	1	2	3	4	5	6	7				1	2	3	4							1	2
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	24	25	26	27	28	29	30			
																			31									

2006 PAYROLL CALENDAR

Circle the dates on which payroll occurs.

Applies to: Select groups: _____

JANUARY 2006

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2006

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2006

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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2006

S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
						30

MAY 2006

S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE 2006

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY 2006

S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
						30
						31

AUGUST 2006

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER 2006

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OCTOBER 2006

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29	30	31				

NOVEMBER 2006

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DECEMBER 2006

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16	17	18	19	20	21	22
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						30
						31

2007 PAYROLL CALENDAR

Applies to: All employee Groups Select groups: _____

Circle the dates on which payroll occurs.

JANUARY 2007

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2007

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MARCH 2007

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APRIL 2007

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29	30					

MAY 2007

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27	28	29	30	31		

JUNE 2007

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JULY 2007

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29	30	31				

AUGUST 2007

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SEPTEMBER 2007

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OCTOBER 2007

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21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER 2007

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER 2007

S	M	T	W	T	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2007 PAYROLL CALENDAR

Circle the dates on which payroll occurs.

Applies to: All employee Groups Select groups: _____

JANUARY 2007							FEBRUARY 2007							MARCH 2007							APRIL 2007							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
	1	2	3	4	5	6					1	2	3						1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31	29	30						
MAY 2007							JUNE 2007							JULY 2007							AUGUST 2007							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		1	2	3	4	5						1	2	1	2	3	4	5	6	7					1	2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31		
SEPTEMBER 2007							OCTOBER 2007							NOVEMBER 2007							DECEMBER 2007							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1		1	2	3	4	5	6						1	2	3							1
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	23	24	25	26	27	28	29		
30																					30	31						

**TOTAL ACCESS FSA
ACH DIRECT DEBIT FORM INSTRUCTION SHEET**

The attached ACH Direct Debit Form is required to implement Total Access FSA. By signing the form, you authorize Benergy OS, who administers the program, to debit a single account to fund reimbursements paid to participants in Total Access FSA. Failure to complete the form will result in significant processing delays.

How to complete the form:

1. The ACH (automated clearinghouse) Direct Debit Form can only be accepted in original form.
2. Please complete the requested information.
3. If checks are drawn off this account, please submit a voided check. Otherwise, submit a deposit slip.
4. For security purposes we ask that you print the form on original Company letterhead.
5. Also, please include the signatory's business card with the form.
6. Mail the information requested to:

**Benergy OS
Attn: FSA
353 South Potomac Street
Waynesboro, PA 17268**

Benergy OS will notify you when settlement has been completed and employees can be loaded into the system. Please allow 5 business days from receipt of ACH until settlement is complete.

Thank you,

Benergy  **OS** **OUTSOURCING
STRATEGIES**



TOTAL ACCESS FSA
ACH DIRECT DEBIT FORM

This form can **only** be accepted in original form. Print on original Company letterhead, complete the requested information and submit with a voided check (if checks are drawn from the account) and a business card of the signatory.

HEREBY authorizes **Benergy OS** to initiate ACH (automated clearinghouse) transfer entries for the following depository:

City of Jonesboro
(Group/Employer name)

Employer Tax ID #: 71-6013749

Financial Institution Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Routing & Transit Number: _____
Nine Digits

Bank Account Number: _____

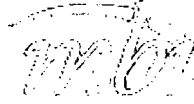
Information provided by: _____
(please print your name)

Title: _____

Phone: _____ Fax: _____

E-mail address: _____

Signature: _____ Date: _____



**TOTAL Access FSA
MBI ACH DIRECT DEBIT FORM INSTRUCTION SHEET**

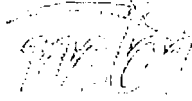
The Total Access FSA Card, administered by MBI, enables plan participants to purchase goods and services for any of the four FSA plans using a debit card. If you choose to offer the card to employees, you must complete the attached ACH Direct Debit Form and questionnaire. Because the funds for each plan participant's transactions are debited automatically from an employer account by MBI, you must provide corporate account information.

1. **Failure to comply with these instructions will result in significant processing delays.**
2. The ACH Authorization Form can only be accepted in original form.
3. Complete the requested information.
4. Print on original Company letterhead.
5. If checks are drawn off this account, please submit a voided check or if checks are not drawn off this account, please submit a deposit slip.
6. Submit form with a business card of the signatory.
7. Mail the information requested to:

**Benergy OS
Attn: FSA
353 South Potomac Street
Waynesboro, PA 17268**

Thank you,



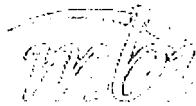


**MBI FLEX CONVENIENCE® CARD PROGRAM
ACH AUTHORIZATION RELEASE**

This form can only be accepted in original form. Print on original Company letterhead, complete the requested information and submit with a voided check (if checks are drawn from the account) and a business card of the signatory.

City of Jonesboro <small>(Group/Employer name)</small>	HEREBY authorizes MoneyMaker Technologies to initiate ACH (automated clearing house) transfer entries for the following depository:
Financial Institution Name: _____	
Address: _____ _____	
City: _____	
State: _____ Zip: _____	
Routing & Transit Number: _____	<small>Nine Digits</small>
Bank Account Number: _____	

Information provided by: _____ <small>(please print your name)</small>
Title: _____
Signature: _____ Date: _____



MBI QUESTIONNAIRE

Please complete this form if you choose to offer the Total Access FSA Card to plan participants.

I. GENERAL INFORMATION

A. Full legal name of company: City of Jonesboro

B. Employer Tax ID #: 71-6013749

C. Date of incorporation: _____

D. Company address: PO Box 1845
Jonesboro, AR 72403

E. Plan Administrator/Contact

Name: Suzanne Hackney

Title: Director of HR

Phone number: 870-933-4640

Fax number: 870-933-4652

E-mail address: SHackney@jonesboro.org; PBishop@jonesboro.org

F. Payroll cycle: Semi-Monthly (24/year)

II. PLAN INFORMATION

A. Plan Year: 1/1 - 12/31

B. Flexible Spending Accounts to be offered (please check):

- Health Care
- Dependent Care
- Transit
- Parking

C. Total # of eligible employees: 450

III. ADMINISTRATIVE INFORMATION

A. Banking arrangements: ACH Direct Debit

IV. PLAN ADMINISTRATOR'S SIGNATURE

Print name: _____

Signature: _____

Date: _____

QUOTES

Ceredian

Set-up fee - \$750.00

Renewal fee - \$398.00

\$4.60 per participant per month (23 – 34% participation)

Debit Card - \$1.50 per participant per month

2 1/2 month extension fee - \$4.00 per participant per month

Total cost per participant per month = \$10.10

Enrollment kits – Electronic no additional cost

Paper \$.95 per kit

Enrollment reports – Included

Enrollment Changes Report – Included

Custom Reports - \$140.00 per hour

Employee Education meetings - \$500.00 per day plus travel

EOB/Account Statements to Employees - Provided

Infinisource

Set-up fee - \$50.00

Renewal Fee - \$525.00

\$5.25 per participant per month

Debit Card - \$2.00 per participant per month (\$5.00 for additional cards)

Total cost per participant per month = \$7.25

2 1/2 month extension fee - annual fee of \$250.00

Enrollment kits - Electronic no additional cost

Paper \$.95 per kit

Enrollment Reports - included

Enrollment Changes Report - included

Custom Reports - May incur additional costs

Employee Education meetings – Power point presentation included. On site presentations at additional cost

EOB/Account Statements to Employees - Provided

Total Access FSA (Benergy)

Set-up fee - \$600.00

Renewal fee - \$100.00

\$5.00 per participant per month plus \$400.00 monthly base

Debit Card - Included

Total cost per participant per month = \$5.00

2 1/2 month extension fee - Included

Enrollment kits - Electronic no additional cost

Paper no additional cost

Enrollment Reports - Included

Enrollment Changes Reports - Included

Custom Reports - Not available

Employee Education meetings - Will attend local meetings or will be teleconferenced into meetings

EOB/Account Statements to Employees - Provided quarterly