

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

**AGREEMENT EXERCISING THE THIRD OPTION TO RENEW THE  
FLEXIBLE SPENDING ACCOUNT CLAIMS AND ADMINISTRATIVE SERVICES AGREEMENT**

**(BENEFIT EXPRESS SERVICES, LLC)**

This Agreement Exercising the Third Option to Renew the Flexible Spending Account Claims and Administrative Services Agreement ("**Third Renewal**"), is entered into as of January 1, 2019 ("**Effective Date**"), between the Board of Education of the City of Chicago, a body politic and corporate ("**Board**") commonly known as the Chicago Public Schools ("**CPS**") and Benefit Express Services, LLC, an Illinois limited liability company ("**BE**"), and together with the Board, individually, a "**Party**" and collectively, the "**Parties**".

**RECITALS**

- A. The Board and BE entered into that certain Flexible Spending Account Claims and Administrative Services Agreement dated January 1, 2016 ("**Original Agreement**") (as renewed by that certain First Renewal dated January 1, 2017, renewing the terms of the Original Agreement through December 31, 2017, and as further renewed by that certain Second Renewal dated January 1, 2018, renewing the terms of the Original Agreement through December 31, 2018) whereby BE administers Flexible Spending Accounts established pursuant to Internal Revenue Code Sections 125 and 129, as from time to time amended to benefit eligible employees of the Board and their eligible dependents.
- B. BE represents and warrants that it has the requisite skill, knowledge, experience and other resources to continue to perform such services and is ready, willing and able to continue to perform such services as set forth in this Third Renewal.
- C. Pursuant to the terms of the Original Agreement, the Board desires to exercise its third option to renew the Original Agreement for a period of one (1) year, and BE accepts this third option to renew on the terms and conditions set forth herein. There are no remaining options to renew upon completion of the Third Renewal Term.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties hereby agree as follows:

- 1. **Incorporation of Recitals.** The matters recited above are hereby incorporated into and made a part of this Third Renewal.
- 2. **Defined Terms.** All defined and/or capitalized terms used herein shall have the same meaning as set forth in the Original Agreement unless otherwise defined herein or the context clearly requires a different meaning or connotation. The term "**Agreement**" means collectively the Original Agreement, as renewed by the First Renewal, the Second Renewal, and this Third Renewal.
- 3. **Third Renewal Term.** This Third Renewal is for a term commencing on the Effective Date and continuing through December 31, 2019 ("**Third Renewal Term**"), unless terminated sooner as provided herein.
- 4. **Scope of Services.** BE shall continue to provide the services set forth on Exhibit A of the Original Agreement, including, without limitation, the FSA claims administration services ("**Services**") in accordance with the terms and conditions of this Agreement and all applicable terms and conditions of the Internal Revenue Code ("**IRC**"). "**Services**" means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A of the Original Agreement and any and all work necessary to complete or carry out the Services fully and to the standard of performance required in the Original Agreement. The Board retains final authority with respect to all Services related decisions under the Plan, except as set out

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in the Agreement. The Board may, from time to time, request changes in the scope of Services. Any such changes shall be documented by a written amendment to this Agreement signed by authorized representatives of both Parties and the Board's General Counsel.

5. **Compensation.** Payment for compensation to BE for any and all Services during the Third Renewal Term shall be as set forth in Exhibit B (Compensation and Billing) of the Original Agreement. The maximum compensation for the Services provided by BE during the Third Renewal Term shall not exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00), the "**Total Maximum Compensation**". The Board shall not reimburse BE for any expenses except as specifically set forth in the Original Agreement. If actual compensation under this Agreement would exceed the Total Maximum Compensation amount based on participation and the fees set out in Exhibit B of the Original Agreement, the Parties acknowledge and agree that BE will not be required to provide Services without compensation. Compensation shall be based on Services actually rendered during the Third Renewal Term, and the Board shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Board shall only be obligated to pay for Services rendered up to the date of termination. In no event shall the Board be liable for any costs incurred or Services performed after the effective date of termination, except as specifically set forth in the Original Agreement.

6. **Freedom of Information Act.** BE acknowledges that this Third Renewal and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. BE further acknowledges that this Third Renewal shall be posted on the Board's website.

7. **Original Agreement.** Except as expressly provided in this Third Renewal, all terms and conditions of the Original Agreement are and shall remain in full force and effect during the Third Renewal Term.

8. **Counterparts and Electronic Signature.** This Third Renewal may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

9. **Board Approval.** The execution of this Third Renewal is subject to approval by the members of the Chicago Board of Education.

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SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the Parties hereto have caused this Third Renewal to be executed by their duly authorized representatives as of the date first written above.

BOARD OF EDUCATION OF THE  
CITY OF CHICAGO

By: Frank M. Clark  
Frank M. Clark, President

Attest: Estela G. Beltran 1/2/19  
Estela G. Beltran, Secretary

BENEFIT EXPRESS SERVICES, LLC

By: Kelly McMillen  
Name: Kelly McMillen  
Its: Chief Counsel

12/17/2018

Janice K. Jackson EdD  
Chief Executive Officer

Approved as to legal form: Joseph T. Moriarty

By: Joseph T. Moriarty  
Joseph T. Moriarty, General Counsel

Board Report: 18-0926-PR23, 18-1205-AR3-II-63