LEON COUNTY SCHOOLS

Contract Between

The School Board of Leon County, Florida

and

Hub Public Risk Inc.

for

Employee Benefit Brokerage & Consulting Services

Contract #C22100

This Contract is between the School Board of Leon County, Florida ("Board") and Hub Public Risk Inc., a wholly owned subsidiary of Hub International Midwest Limited ("Contractor"). The Board and the Contractor may be referred to jointly as the "Parties."

Recitals

1. Whereas, the Leon County School District ("District") and the Board were created under Section 4, Article IX of the Constitution of the State of Florida to oversee all public schools within Leon County, Florida and the Board has the authority to enter into contracts for the District, pursuant to Section 1001.42, Florida Statutes; and

2. Whereas, the District has a staff of approximately 5,600 people, including instructional, instructional support, administrative, managerial, and support positions, represented by three (3) bargaining units who negotiate compensation and benefits for union employees, subject to ratification by union membership and approval by the Board; and

3. Whereas, this Contract is a result of the award of Invitation to Negotiate (ITN) 486-2022 issued on September 28, 2021; and

4. Whereas, the Contractor is a qualified and willing participant to provide employee brokerage and consulting services, and was deemed to provide the best value to the Board.

Therefore, the Parties agree as follows:

Section 1: Key Information

1.1. Contract Term

This initial Contract term shall become effective June 1, 2022, and shall end at midnight on May 31, 2025.

1.2. Renewals

The Board has the option to renew this Contract for up to an additional three (3) years beyond the initial Contract term, in whole or in part. Exercise of the renewal option is at the Board's sole discretion and shall be conditioned, at a minimum, on the Contractor's satisfactory performance of the Contract and subject to the availability of funds. If it desires to exercise its renewal option, the Board will provide written notice to the Contractor no later than 30 calendar days before the Contract expiration date.

1.3. Order of Precedence

Together with the following exhibits, this Contract sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, concerning such subject matter.

All exhibits attached to this Contract are incorporated in their entirety and form as part of this Contract.

In case of conflict, the documents shall have priority in the order listed below:

1. This Contract;
2. Exhibit I, HUB Public Risk, Inc. Best and Final Offer (BAFO), including the referenced ITN Response #2;
3. Exhibit II, LCS ITN 486-2022, including all addendums and the Request for BAFO;
4. Exhibit III, HUB Public Risk, Inc., Original ITN Reply.

1.4. Communications

Contract communications will be in two (2) forms: routine and formal. Routine communications relate to the day-to-day provision of services in this Contract, while formal communications provide direction and are related to contractual performance and compliance.

The only people authorized to issue formal contract communications are the Board's Director of Business Services, Director of Purchasing & Property Management, Director of Human Resources, the Contract Manager, the Contract Administrator, the Contractor's CEO, and the Contract's Representative. Designees, or other persons authorized to utilize formal contract communications, must be agreed upon by both parties and identified in writing within 10 business days of execution of the Contract. Notification of any subsequent changes must be provided in writing before issuing any formal communication from the changed designee or authorized representative.

If there is an urgent administrative problem, the Board will contact the Contractor identifying the problem as urgent, and the Contractor shall verbally respond to the Contract Manager within two (2) business hours. If a non-urgent administrative problem occurs, the Board will contact the Contractor, and the Contractor shall verbally respond to the Contract Manager within two (2) business days. The Contractor, or Contractor's designee, shall respond to inquiries from the Board by providing all information or records that the Board deems necessary to respond to inquiries, complaints, or grievances within three (3) business days of receipt of the request.

1.5. Service Locations and Service Times

On-site services will mainly be provided at the Board's District Headquarters, located at:

2757 West Pensacola Street
Tallahassee, FL
32304

On-site employee education and outreach may be provided at any of the Board's school sites or administrative offices located throughout Leon County, Florida. These services will typically be provided between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; however, to meet the needs of some employee groups such as bus drivers and food service workers, alternative hours must be requested at least three (3) business days in advance.

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Section 2: Scope of Services

2.1. General Description of Services

The Board currently makes a variety of benefits available to eligible employees following the collective bargaining agreements between the Board and the employees' unions. Coverage is also available to eligible retirees (for health, dental, and life) and dependents, including spouses and eligible children. Eligible employees and their dependents may continue their benefits while on an approved leave of absence by paying the full amount of the premiums. The Contractor shall provide and source professional, highly qualified benefits guidance and services, specifically in the following service areas:

- Strategic Consulting and Plan Management;
- Benefits Management and Compliance;
- Plan Sourcing and Contract Effectuation;
- Enrollment and Member Services;
- Cost Containment; and
- Reporting.

2.2. Contract Goals and Objectives

The Board has specific goals that it hopes to accomplish through this Contract. These include, but are not limited to, the following:

1. Provide the highest quality, comprehensive benefits to the Board's employees, while maintaining affordability and cost efficiencies;
2. Determine what types of plans and voluntary benefits are in the best interest of the Board and its employees;
3. Ensure competitive pricing throughout the term of the Contract, including guarding against unexpectedly high renewal rate increases;
4. Establish innovative and effective claims cost containment strategies throughout the term of the Contract;
5. Provide innovative and flexible solutions that will meet current and future needs of the Board and its employees;
6. Provide transparency throughout the provider selection process with active engagement with the Board;
7. Provide robust and detailed reporting to the District to support management oversight;
8. Expand the use of modern technology to enhance coverage and services and improve the employee experience; and
9. Maintain a collaborative and open partnership between the Board and the Contractor to maximize the extent to which the Board can achieve its goals.

2.3. Rules and Regulations

1. The Contractor shall provide all services under all applicable federal and state laws, rules, regulations, and the Board's rules and procedures. All such laws, rules, regulations, current and as revised, are incorporated herein by reference and made a part of this Contract. The Contractor and the Board shall work cooperatively to ensure service delivery is in complete compliance with all such rules and regulations.
2. The Contractor shall ensure that all Contractor's staff providing services under this Contract complies with prevailing ethical and professional standards and the statutes, rules, procedures, and regulations mentioned above.
3. Should any of the above laws, standards, rules, regulations, Board procedures, or directives change during the Contract term, the updated version will take precedence.
4. The Contractor shall pay for all costs associated with local, state, and federal licenses, permits, and inspection fees required to provide services, including maintaining an active Insurance Agency license issued by the Florida Department of Financial Services. All required permits and licenses shall be current, maintained on-site, and a copy submitted to the Contract Manager upon request.
5. The Contractor shall comply with the provisions of the Americans with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provision.

2.4. Scope of Work

The Contractor is an experienced benefits brokerage partner that will provide professional, experienced benefits guidance and services. Benefits costs are one of the largest expenses for the Board. The Contractor will focus on strategies to optimize the Board's benefits program through plan design, pharmacy review, employee contributions, market leverage, compliance, and health and wellness. In providing these services, the Contractor will act in close coordination with the Board's Human Resource Department, always working in the Board's best interest. In addition to the services listed below, full consulting, actuarial, and broker duties are included by the Contractor at no additional cost to the Board.

2.4.1. Strategic Consultation and Plan Management

The Contractor shall provide a dedicated Strategic Account Executive who will work with the Board's Human Resource team to develop a multi-year strategic plan addressing the broad spectrum of cost management, competitive benefits offerings, improved health & productivity, and administrative simplicity. The strategic plan is then implemented and managed throughout each plan year. The Plan shall be revisited on a quarterly basis during in-person, on-site sessions led by the Contractor's Strategic Account Executive. As needed, the Contractor's Strategic Account Executive will incorporate the resources and subject matter experts within each of the Contractor's specialty focus groups. Those focus groups include, but are not limited to:

- Health & Performance (H&P or Wellness) – The Contractor's H&P team has subject matter experts in each of the many facets of total wellness and will deliver a variety of tools and resources based up on the Board's specific needs.
- Compliance – The Contractor's Compliance Team will work with the Board on a day-to-day basis providing guidance and advisory services at no additional cost. This includes access to the Contractor's regional team of Compliance professionals which includes ERISA legal expertise. The South Region Compliance Team will collaborate and will work together with national and regional experts to deliver timely and practical solutions and service to the Board through proactive guidance and hands-on consulting. The Board will have direct and regular access to the Contractor's South Compliance Team who will serve as part of the Contractor's service team.
- Technology – The Contractor's independent and objective technology consultants will work with the Board to identify efficiencies and technologies to achieve its goals.
- Communication & Design (C&D) – The Contractor's C&D team is comprised of creative professionals, writers, editors, and researchers that will develop a custom communication strategy for the Board aimed at creating impactful benefits education and messaging in a way that will cause employees to take notice.
- Marketing and Financial Consulting – The Contractor's Strategic Account Executive will develop and manage the Board's renewal and negotiation process in cooperation with the Contractor's Florida Office. This provides resources such as financial analysis and projections, benchmarking, alternative funding analysis, Rx consulting, and carveout expertise.

The Contractor's Strategic Account Executive will work in tandem with the Board's Human Resources, Finance, and Business Services teams to prepare an annual Insurance Committee Presentation to include a summary of recommendations for renewal, including the financial impact to both the Board and its employees.

2.4.2. Benefits Management and Compliance

The Contractor(s) shall develop short- and long- range employee benefit goals and strategies. This includes:

- Apprising the Board of local and national benefit trends and develop, conduct, and summarize benefit surveys of public and private employers, focusing on benefits, contribution practices, funding, premium structures, etc., and comparisons to the District's package to help calibrate program offerings with employee and employer costs compared to similar organizations.
- Develop, conduct, and summarize surveys for other purposes, such as disruption reports, market analysis, and industry trend reports.
- Research and report any new developments in the employee benefits arena on an ongoing basis.
- Meet with and provide reports and presentations to various Board representatives, as

requested.

- Partner with the Board to effectively manage the vendors that provide insurance and related services to the Board.
- Guide legislative compliance and act as an advisor on issues such as discrimination testing, Section 125, COBRA, HIPAA, Medicare, FMLA, ACA, and other federal compliance requirements and state-mandated benefits.
- Prepare and distribute annual, legally-required notices.
- Provide overall guidance to the Board on health and welfare regulatory compliance.
- Recommend programs and ideas to enhance the Board's culture and improve employee productivity and morale.
- Educate and advise the Board on healthcare reform, specifically the Patient Protection and Affordable Care Act (PPACA or ACA), and the key strategic decisions that the Board should consider.
- Recommend innovative ideas and new products, programs, and services to ensure a competitive and valued benefits program.
- Provide benefits-related advisory services throughout the plan year.

2.4.3. Plan Sourcing and Contract Effectuation

The Contractor(s) shall:

- Prepare bid specifications, solicit proposals, and establish contracts with carriers/providers that specialize in group insurance plans for voluntary benefits.
- Carry out all procurements in accordance with Leon County Schools policy and procedures, including compliance with applicable laws and rules. The Board will only accept carriers having an AM Best Rating of A-VII or better.
- All contracts must be procured and established per Section 112.08, F.S. To document compliance, the Contractor shall submit documentation summarizing the procurement activities before entering into a contract. The documentation will be reviewed and approved by the District's Director of Business Services before the contract is executed.
- Evaluate proposals, considering administration, coverage, claim payment procedures, customer service, networks, reserve establishment policies, and financial solvency.
- Provide the Board with in-depth analysis of proposed alternatives and assist with the process of selecting the most favorable annual renewal options.
- Serve as an intermediary between the carriers and the Board during the implementation of new programs.
- Participate in negotiations with carriers on proposed rate or benefits changes to existing contracts.
- For health insurance specifically, the Contractor must assist the Board as it leads a competitive solicitation open to all interested carriers for coverage beginning October

1, 2023.

- The Board shall have the ultimate approval over all plans selected.

2.4.4. Enrollment and Member Services

The Contractor shall assist the Board with the implementation of new plans and continued communication with all eligible Board employees who are enrolled or plan to enroll in benefits coverage (Members), including:

- Partner with the LCS Benefits team in the administration of all group insurance plans, including, responding to questions from Members and proactively communicating information to Members.
- Assist the Board with the implementation and communication of new programs or changes to existing programs, which may include attending and presenting information at Open Enrollment meetings, as requested.
- Assist Members with enrolling in their benefits upon hire or a qualifying life event and answering any of their questions.
- Provide support to Members during the annual Open Enrollment, including answering questions and assisting in making plan changes.
- Assist and support Members with questions regarding coverage and claims denials and appeals.
- Work closely with the LCS Benefits team to develop and execute the Benefits Communication Strategy.

2.4.5. Cost Containment

The Contractor shall take steps to ensure costs are kept as low as possible, while continuing to offer high-quality services and coverage, including:

- Obtaining, reviewing, and analyzing claims and financial data from each of the carriers at least quarterly, or upon request from the Board.
- Use the actual data reviewed to provide a summary of the data, emphasizing important trends and emerging problems, with recommendations on the most cost-efficient funding methods for the benefits programs.
- Introduce proven programs and ideas to manage costs.
- Recommend innovative ideas and products, programs, and services to ensure a cost-effective benefits program.

2.4.6. Reporting

The Contractor shall work with the applicable carriers to provide the following reports by the date listed below. Ad-hoc report requests shall be fulfilled within three (3) business days of request. If the Contractor does not have access to the requested data, the report shall be requested from the carrier(s) or other third-party within two (2) business days, with regular follow-up to ensure, to the extent possible, timely delivery to the Board. All reports

and data with LCS information submitted by carriers shall be sent directly to LCS, with a copy to the Contractor. At no time shall the Contractor edit, alter, or summarize data without also providing or making available the raw data used to create such summaries. The Contract Manager will work with the Contractor to finalize the format of the requested data within 30 days of Contract execution; however, the Contractor is expected to provide most, if not all, of the information listed below.

Report #	Report Name	Due Date	Description
REP-001	Quarterly Preventative Health Utilization	By the 5th business day of each July, October, January, and April for the prior quarter	This report shall include the total available screening/preventative health benefits provided at no cost and how many are utilized each quarter, by Member ID, including gender, whether Member or Dependent, and any other relevant information.
REP-002	Quarterly High-Cost Claims	By the 5th business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on the top 10% of claims, by Member ID, for the quarter. Claim costs should reflect actual costs after network discounts.
REP-003	Quarterly Claims History	By the 5th business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on all claims for the quarter, by Member ID. Claim costs should reflect actual costs after network discounts.
REP-004	Quarterly Pharmacy Utilization	By the 5th business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on all pharmacy utilization for the quarter, by Member ID. This should reflect costs, broken out by network discounts, manufacturer's discounts, Medicare contributions, etc.
REP-005	Quarterly Wellness Program Utilization	By the 5th business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on the quarterly utilization of the wellness program benefits.

Report #	Report Name	Due Date	Description
REP-006	Quarterly Denied Coverage	By the 5th business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on all referrals, authorization requests, and prescriptions that were denied the prior quarter. This information shall include when the request was submitted, the patient's acuity level, the associated problem from the Member's Problem List, the status of the request, who reviewed the request, the reason for the denial, if it was appealed, and if an alternative treatment plan was issued.
REP-007	Quarterly Claims v. Premium Comparison	By the 10th business day of each July, October, January, and April for the prior quarter	High-level cost illustration of claims paid out versus premium paid
REP-008	Quarterly Provider Discount Review	By the 10th business day of each July, October, January, and April for the prior quarter	Reviews the contracted carrier rate versus the rate charged
REP-009	Annual Preventative Health Utilization	By the 10th business day of July, for the period of July 1st - June 30th	This report shall include the total available screening/preventative health benefits provided at no cost and how many are utilized each year, by Member ID, including gender, whether Member or Dependent, and any other relevant information.
REP-010	Annual High-Cost Claims	By the 10th business day of July, for the period of July 1st - June 30th	This report shall provide detailed information on the top 10% of claims, by Member ID, for the year. Claim costs should reflect actual costs after network discounts.
REP-011	Annual Claims History	By the 10th business day of July, for the period of July 1st - June 30th	This report shall provide detailed information on all claims for the year, by Member ID. Claim costs should reflect actual costs after network discounts.
REP-012	Annual Medical Loss Ratios	By the 10th business day of July, for the period of July 1st - June 30th	This report shall show the annual proportion of premium revenues spent on clinical services and quality improvement for Members.

Report #	Report Name	Due Date	Description
REP-013	Annual Pharmacy Utilization	By the 10th business day of July, for the period of July 1st - June 30th	This report shall provide detailed information on all pharmacy utilization for the year, by Member ID. This should reflect costs, broken out by network discounts, manufacturer's discounts, Medicare contributions, etc.
REP-014	Annual Wellness Program	By the 10th business day of July, for the period of July 1st - June 30th	This report shall provide detailed information on the yearly utilization of the wellness program benefits.
REP-015	Annual Denied Coverage	By the 10th business day of July, for the period of July 1st - June 30th	This report shall provide detailed information on all referrals, authorization requests, and prescriptions that were denied the prior year. This information shall include when the request was submitted, the patient's acuity level, the Problem List, the status of the request, who reviewed the request, the reason for the denial, if it was appealed, and if an alternative treatment plan was issued.

2.5. Deliverables

The Contractor shall provide the following deliverables to the Board in accordance with this Contract:

Deliverable	Due Date	Description
DEL-001 Implementation Project Plan	Within 30 days of Contract execution	Provide an Implementation Project Plan, including a detailed project schedule, for the implementation of each value-added good/service. This schedule will be provided and updated, as appropriate, based on regular project status meetings with the Board.
DEL-002 Long-Term Strategic Plan	Within 60 days of Contract execution, and revised annually by March 31st of each year	This plan will be developed by the Contractor in coordination and discussion with the Board to establish long term goals, share creative and innovative ideas, and document method to measure results. This multi-year plan will be revisited and revised annually.

Deliverable	Due Date	Description
DEL-003 Annual Service Calendar	Within 60 days of Contract execution, and revised annually by March 31st of each year	This establishes the planned activities for the year, broken out by month and responsible party. This will be reviewed on a monthly basis at the monthly client meetings.
DEL-004 Annual Stewardship Report	By the 10th business day of July, for the period of July 1st - June 30th	Identifies all Contract activities and achievements including ongoing projects, accomplishments, major issue resolution, and continuing challenges. The Contractor will then meet with the Board to discuss the year's performance compared to the strategic plan's goals.
DEL-005 Annual Dependent Eligibility Audit Summary	No more than 30 days after the close of each Open Enrollment period	Summarizes the activities conducted by the independent, third-party firm to ensure that documentation is uploaded appropriately and document any findings based on the audit. This will be provided to the Board in writing.
DEL-006 Annual Employee Benefit Guide	No more than 30 days prior to the beginning of each Open Enrollment period	Draft the annual employee benefits guide that provides a comprehensive look at all the benefits available to Board employees and the associated costs. This will be used by employees during Open Enrollment and throughout the year for new hires.
DEL-007 Annual Communication Plan	No more than 30 days prior to the beginning of each Open Enrollment period	Draft the annual employee benefits guide that provides a comprehensive look at all the benefits available to Board employees and the associated costs. This will be used by employees during Open Enrollment and throughout the year for new hires.
DEL-008 Skyward Integration System Acceptance Plan	30 days prior to "go-live"	The Contractor shall prepare and present to Board, a complete and comprehensive acceptance plan for the benefit administration integration with the Skyward ERP system. Following go-live, the system shall be intensely monitored using the Plan's acceptance criteria to verify "error-free" performance for a consecutive 30-day period before the Board's final system acceptance.

Deliverable	Due Date	Description
DEL-009 Employee Education Materials (Standard)	Initial materials must be delivered within 30 days of Contract execution, and any additional materials must be provided five (5) business days from the Board's request.	Develop and provide educational materials on the benefit offerings available to Board employees.
DEL-010 Employee Education Materials (Custom)	Initial proof must be delivered to the Board within 15 business days of the request, for review and approval. Upon receiving edits/revisions, the Contractor shall have another five (5) business days to provide the final version to the Board for review and acceptance.	Develop and provide custom educational materials on the benefit offerings available to Board employees and training materials on self-enrollment using the benefit administration system.
DEL-011 Resolved Customer Service Tickets	By the 10th day of the month for the prior month	A monthly report of all customer service tickets submitted to the Contractor's customer support center and resolved the prior month, including the date and time submitted, method of submission (chat, phone, email), subject category, the ticket subject, resolution date and time, resolution, length of time ticket was open, and any other relevant fields.
DEL-012 Open Customer Service Tickets	By the 10th day of the month for the prior month	A monthly report of all customer service tickets submitted to the Contractor's customer support center the prior month and remain open (are not resolved), including the date and time submitted, method of submission (chat, phone, email), subject category, the ticket subject, current status, updates, and any other relevant fields.

2.6. Value-Added Services

The Contractor shall provide the following value-added services to support the goals included in ITN 486-2022 and this Contract. These services are considered requirements of this Contract, and unless specifically stated otherwise, subject to the financial consequences specified in Section 2.8.4, Performance Monitoring. These goods and services shall be provided at no additional cost to the Board or its employees.

a. Dependent Verification Audit

Based on multiple findings of the Auditor General of school districts throughout Florida, the Board is working to formalize a recurring dependent eligibility audit to ensure only eligible dependents are covered under the Board's benefits program. The Contractor has agreed to engage an independent, third-party to conduct an audit of all covered dependents, ensuring that documentation is provided and included in the benefit administration system. This audit will be conducted annually throughout the term of the Contract. The first annual audit will include a detailed review of all relevant employees and their dependents and ensure all verification documentation is uploaded into the benefit administration system. The following annual audits will be smaller in scope and may be conducted using a statistically significant sample.

b. Retiree Administration Improvements

The Contractor will provide the following service enhancements to the Board's retirees:

- Benefit Administration System: Add the retiree population to the benefit administration system rather than using the current LCS-developed retiree management system. This will provide the Board with more access to data for our Members as a whole.
- Administration: Providing the Contractor with access to retiree enrollment information will allow the Contractor to assume responsibilities for administration, along with current employees. The Contractor will assist retirees with questions and issues related to eligibility, claims, remittances reconciliation, and day-to-day support.
- Virtual enrollment: For any retirees that reside outside of the Tallahassee market, the Contractor, in consultation with the Board, will create and conduct the retiree educational and enrollment-oriented meetings virtually.
- Retiree-specific enrollment materials: The Contractor's Communications & Design team will develop, in consultation with the Board, retiree-specific enrollment Benefit Guides and materials to help facilitate both education and guidance for this population.
- Retirement planning services: The Contractor intends to further support retirees and those approaching retirement by providing resources, including webinars, to answer questions and help prepare retirees for the next phase of their life. The Contractor will leverage a Leon County-based financial advisor, John Howard,

Certified Financial Planner, as a resource for personal and business financial planning available to all Members approaching retirement for the term of this Contract.

c. Medicare Education and Assistance

The Contractor will provide a customized, proprietary solution, Enter Medicare, specifically aimed at providing education, decision support, and guidance on managing cost escalations for employees entering retirement or becoming Medicare eligible. This tool will be available to all Board retirees during the term of this Contract.

d. Benefit Administration

- System selection: The Contractor's Technology Consultants will work with the Board to objectively evaluate or re-evaluate the current technology platform(s) at the District. The Contractor believes, as the Board's consultant, it is in the best interest of the Board to evaluate the entire marketplace as opposed to limiting choices. Technology, operational, and service needs change over time and the Contractor recommends going through a deep dive analysis and discovery process on available systems, followed by a vendor vetting process. The Contractor's team will use their consulting model to assist the Board in evaluating and implementing the best benefit administration for the Board and its employees. These value-added services, including discovery, objective consultation, and the ultimate implementation and utilization of a technology platform are offered to the Board at no additional cost.
- Benefit administration system: The Contractor shall provide a benefit administration system, selected by the Board after consultation with the Contractor, throughout the term of this Contract. At the end of this Contract, the Contractor shall provide the Board with all data from the current system as part of the End- of-Contract transition in Section 2.10.4.
- Self-serve model: Whether the Board continues to use the current benefit administration or implements a new system, either system will be configured to allow Members to self-enroll and make benefit elections without contacting the Contractor. Assisted enrollment shall remain an available option for Board employees who require more support.
- Documentation: Whether the Board continues to use the current benefit administration or implements a new system, either system will accept and store documents that support qualifying life events or dependent eligibility for audit purposes.
- Mobile capabilities: Whether the Board continues to use the current benefit administration or implements a new system, either system will be available via mobile-friendly sites or a mobile application.

- Skyward integration: To reduce the work of the Board's benefit staff and create efficiencies, the Contractor will develop a bi-lateral integration between the selected benefit administration system and the Board's Skyward ERP system to automate the upload of employee profiles, transfer of plan information, and creation of appropriate deductions, per pay type.

e. Compliance and HR Support

- Compliance support: The Contractor's Compliance Team will assist the Board with HR and Benefits compliance support. The Contractor will build a customized calendar for the Board to strategically deploy all of their resources and make them available to the Board.
- Custom training/education: The Contractor's compliance services include custom HR training, education, and solutions that are heavily dependent on the Board's policies and programs. These programs include:
    - "What it Means to be a Manager"
    - Employee Relations and Employment Law – "What a Manager Needs to Know"
    - "Discrimination and Retaliation in the Workplace"
    - "Sexual Harassment Manager Training"
    - "The Employee Lifecyle – From Interview to Termination"
    - "Mental Health SOS Training for Managers" (includes a separate program for HR staff)
    - HR "Train the Trainer" Programs
        - COVID Health and Safety [alt. Conducting Workplace Investigations]
        - Discrimination and Retaliation in the Workplace
        - Manager Sexual Harassment Training
        - Workplace Bullying, Toxic Working Environments, & Harassment
          The Employee Lifecyle – From Interview to Termination

  Generally, customized training and education programs are fee-based solutions. However, the Contractor has included these services at no cost.
- Risk Management Center access: The Contractor will provide the Board's District staff with access to the Risk Management Center Library and Learning Management System. This includes a safety library, HR compliance solutions, sample job descriptions, online training programs (standard, not custom to the Board), and use of the LMS that offers training distribution, tracking, and certifications (includes custom programs).
- Board Benefit Team member training: The Contractor's compliance team will assist any new staff members within the Board's Benefits team with learning the federal and state requirements related to employee benefits, through on-site and virtual meetings, online training, and educational resources.

2.7. Compensation

2.7.1. Payment

The compensation from this Contract covering all services offered in this Contract will be provided through the voluntary benefits commissions paid by the contracted carriers. Commission rates are delineated below:

Coverage	Commission Rate	Board Paid or Voluntary
Accident Insurance	8%	Voluntary
Basic Life/Accidental Death & Dismemberment (AD&D)	0%	Board
Critical Illness/Cancer	8%	Voluntary
Dental	7.5%	Voluntary
Health/Medical	0%	Board
Hospital Indemnity	6%	Voluntary
Identity Theft	10%	Voluntary
Long Term Care	10%	Voluntary
Long Term Disability	15%	Voluntary
Other individual products	0.9%	Voluntary
Pet Insurance	10%	Voluntary
Short Term Disability	8%	Voluntary
Supplemental Term Life Insurance	7.5%	Voluntary
Vision	10%	Voluntary
Voluntary Accidental Death & Dismemberment (AD&D)	15%	Voluntary
Voluntary Life	7%	Voluntary

The Contractor shall fully disclose all compensation (including remuneration or receipt of good, service, or experience of value for the Contractor or Contractor employee(s) earned in relation to the services provided under this Contract (in whole or in part), either directly or indirectly. Use of intermediaries, wholesalers, subsidiary companies, etc. is encouraged if advantageous to the Board. However, all compensation earned as a result must be disclosed. The Board reserves the right to seek additional records as a means of enforcing this provision. Non-disclosure of compensation shall be grounds for immediate termination of the Contract. The Contractor shall provide an annual statement from each carrier detailing all compensation they provided the Contractor related to the Board.

2.7.2. Billing Reconciliation

To assist the Board in ensuring all deductions are properly taken and paid to the carriers, the Contractor shall generate a monthly variance report that will audit the enrollment from the benefits administration system and the deductions taken and paid to the carriers on a Member's behalf to ensure they are correct and there is no lapse in coverage.

2.7.3. Travel Expenses

The Board shall not be responsible for the payment of any travel expense for the Contractor that occurs due to this Contract.

2.7.4. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

2.8. Contract Management

2.8.1. Board's Contract Manager

The Board's Contract Manager for this Contract will be:

Pam Faulkner
Director of Benefits
Office of Human Resources
Leon County School Board
2757 W. Pensacola Street
Tallahassee, FL 32304
Telephone: (850) 487-7150
Email: faulknerp@leonschools.net

The Board's Contract Manager will perform the following functions:

1. Maintain a Contract Management file;
2. Serve as the liaison between the Board and the Contractor;
3. Verify receipt of deliverables from the Contractor;
4. Monitor and evaluate the Contractor's performance throughout the initial Contract term and any renewal term(s);
5. Work with the Board's Contract Administrator to process all necessary amendments, renewals, and terminations of this Contract; and

6. Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and considered if the Contract is subsequently used as a reference in future procurements.

2.8.2. Contractor's Representative

The name, title, address, and telephone number of the Contractor's Representative responsible for administration and performance under this Contract is:

Bart Gunter
President
1117 Thomasville Road
Tallahassee, FL 32303
Telephone: (850) 386-1111
Mobile: (850) 545-5880
Email: bart.gunter@hubinternational.com

2.8.3. Board's Contract Administrator

The Board's Contract Administrator for this Contract will be

Contract Administrator
Office of Business Services
Leon County School Board
3397 West Tharpe Street
Tallahassee, Florida 32303
Telephone: (850) 488-1206

The Board's Contract Administrator will perform the following functions:

1. Maintain the official Contract Administration file;
2. Draft and process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Board and the Contractor provided by the Board's Contract Manager for filing in the Contract Administration file.

2.8.4. Performance Monitoring

The Board may utilize any or all of the following methodologies in monitoring the Contractor's performance and in determining compliance with Contract terms and conditions:

- Desk reviews of records related to the solicitation and selection of benefit partners, insurance benefits, coverage, and claims (shall include any documents and databases pertaining to the Contract and may be based on all documents and data or a sampling of same, whether random or statistical);
- On-site reviews of Contract records maintained at the Contractor's business location;
- Interviews with Contractor or Board staff;
- Site Visits; and
- Bi-annual and annual audits.

The Contract Manager will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in sufficient detail to provide the Contractor the opportunity for correction, where feasible.

Within 10 calendar days of receipt of the Board's written monitoring report (which may be transmitted by email), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable), in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Timeframes for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Contractor, unless specifically agreed to in writing by the Contract Manager. CAPs that do not contain all information required shall be rejected by the Contract Manager in writing (email acceptable). The Contractor shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP, or as amended with prior approval of the Board. If deficiencies are not corrected within the approved timeframe, the Board will impose a financial consequence of $5,000 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

2.8.5. Financial Consequences

Any assessment of financial consequences and subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by this Contract. The Board's Contract Manager will provide written notice to the Contractor's Representative of all financial consequences assessed accompanied by detail sufficient for justification of assessment. The Contractor shall forward a cashier's check or money order to the Board's Contract Manager, payable to the Board in the appropriate amount within 10 calendar days of receipt of a written notice of demand for financial consequences due. Failure to pay undisputed financial consequences within 45 days of assessment may result in immediate termination of the Contract.

2.9. Contract Modification

Unless otherwise stated herein, modifications to this Contract's provisions, except for Section 2.8., Contract Management, shall be valid only through the execution of a formal contract amendment.

2.10. Termination

2.10.1. Termination at Will

The Contractor may terminate this Contract upon no less than 90 calendar days' notice and upon no less than 60 calendar days by the Board, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other delivery methods whereby an original signature is obtained, or in-person with proof of delivery.

2.10.2. Termination for Cause

Performance issues will be handled per Section 2.8.4, Performance Monitoring. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the Board may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. If applicable, the Board may employ the default provisions in Chapter 60A-1, Florida Administrative Code (F.A.C.). The provisions herein do not limit the Board's right to remedies at law or damages.

2.10.3. Termination for Unauthorized Employment

Violation of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Contract.

2.10.4. Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the District internally, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not limited to, the timely provision of all Contract-related documents, information, and reports, not otherwise protected from disclosure by law to the replacing party.

2.11. Default

If the Contractor breaches the Contract, the Board reserves the right to seek all remedies in law and/or in equity.

Section 3: Terms and Conditions

3.1. Florida Board of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, F.S., seeking to do business with the Board, shall be on file and in good standing with the Florida Board of State.

3.2. Staffing Requirements

All contractor/subcontractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and Board staff.

Required minimum staffing levels are as proposed in Exhibit I and Exhibit III of this Contract. The Contractor will provide one (1) FTE dedicated to the Board's account to work on-site at the Board's location. This position must be filled within 60 calendar days with a qualified and knowledgeable staff member, with final approval by the Board. The Contractor shall be responsible for providing a computer, monitors Additionally, Deborah Hunt (or her replacement), Vice President, will be exclusively assigned to this Contract on at least a part-time remote basis.

3.2.1. On-Site Staff Qualifications

Required:

- Professional experience, preferably in group insurance
- Ability to establish and maintain effective working relationships with Contractor and Board staff.
- Good written and verbal communication skills.
- Willingness to collaborate with others.
- Work with integrity, always prioritizing the Board's best interests.
- Ability to work independently with self-initiative to take on tasks.
- Ability to represent the Contractor at meetings such as new employee orientation.

Preferred:

- Bachelor's degree

3.3. Staff Background and Criminal Record Checks

The Contractor shall comply with Sections 1012.315, 1012.32, and 1012.465, F.S., and Board Policy 8475, as applicable. All Contractor staff that will be entering school property while students are present are required to obtain a Level II background screening, which includes fingerprinting

to be submitted to the Federal Bureau of Investigation (FBI). The Contractor shall follow the Leon County School Board, Safety & Security procedures for obtaining employee background screenings. The Contractor shall bear all costs associated with background screening.

District Contact
Donald Kimbler
Office of Safety & Security
Leon County School Board
Phone: (850) 487-7293
Available Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

3.4. Utilization of E-Verify

Per Executive Order 11-116, "The Provider agrees to utilize the U.S. Board of Homeland Security's E-Verify system, https://e-verify.gov/employers, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed compliant with this provision.

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify all newly hired employees' work authorization status. A public employer, contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system under Section 448.095, F.S.

3.5. Scrutinized Companies Contractor Certification

The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds $1,000,000.00 in total, not including renewal years, the Contractor certifies that they are not listed on either 1) the Scrutinized Companies with Activities in Sudan List, or 2) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria, as stated in Section 287.135(2)(b)2, F.S. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the Board may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or proposal for a Contract, or intends to enter into, or renew a Contract with an

agency or local governmental entity for commodities or services of any amount, must certify that the company is not participating in a boycott of Israel.

3.6. Subcontracts

The Contractor may, only with the prior written consent of the Board, enter into written subcontracts for the delivery or performance of services as indicated in this Contract. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Board property, shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Board, per Section 287.0585, F.S. It is understood, and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

3.7. Records and Documentation

The Contractor agrees to (a) keep and maintain public records required by the Board to perform the service; (b) upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Board; and (d) upon completion of the Contract, transfer, at no cost to the Board all public records in possession of the Contractor, or keep and maintain public records required by the Board to perform contractual obligations. If the Contractor transfers all public records to the Board upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements to the extent permitted by the Contractor's bona fide document retention requirements intended to comply with applicable law or to the extent stored in electronic backups which are prohibitively difficult to delete. If the Contractor keeps and maintains public records upon completion of the Contract, then the Contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the Board, upon request, in a format that is compatible with its information technology systems. Under Section 287.058(1)(c), F.S., the Board is allowed to unilaterally cancel the Contract for refusal by any Contractor to allow public access to all documents, papers, letters, or other material made, or received by, the Contractor in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or Section 119.071, F.S.

If the Contractor has questions regarding the application Chapter 119, Florida Statutes, in relation to the Contractor's duty to provide public records relating to this Contract, the Contractor should contact the Board's custodian of public records at:

Leon County Schools
ATTN: Julie Jernigan
Public Records Custodian
520 South Appleyard Drive
Tallahassee, FL 32304
Telephone: (850) 487-7177
Email: jerniganj@leonschools.net

3.8. Independent Contractor Status

The Contractor shall be considered an independent contractor in its duties and responsibilities under this Contract. The Board shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

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Section 4: Special Contract Conditions

4.1. Contact with Students

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under this Contract.

4.2. Non-Discrimination

No person shall on the basis of sex (including transgender, gender nonconforming and gender identity), marital status, sexual orientation, race, religion, ethnicity, national origin, age, color, pregnancy, disability, military status or genetic information shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

4.3. American with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Contracts.

4.4. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. 1320d-8) and all applicable regulations promulgated thereunder.

4.5. Indemnification

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages arising from claims against the District, Board, its employees, agents, officers, heirs, and assignees by third parties including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

4.6. Employment of Board Personnel

The Contractor shall not knowingly engage, employ, or utilize, on a full-time, part-time, or another basis during the period of this Contract, any current or former employee of the Board where such employment conflicts with Section 112.3185, F.S.

4.7. Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Assistant Superintendent of Business Services, or designee. The District's Assistant Superintendent of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

4.8. Governing Law and Venue

This Contract is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects under the laws, rules, and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

4.9. Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the Board has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Board to do so.

The Board shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the Board, and may not be copied or removed by any employee of the Contractor's without express written permission of the Board.

The Contractor, without exception, shall indemnify, and save harmless the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Board's alteration of the article. The Board will provide prompt written notification of a claim of copyright or patent infringement, and will afford the Contractor the full opportunity to defend the action, and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Board the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the Board agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

4.10. Assignments

The Contractor shall not assign its responsibilities or interests under this Contract to another party without the Board's Contract Manager's prior written approval. At all times, the Board shall be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

4.11. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

4.12. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

4.13. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor due to any discussions with any Board member or District employee. Only those communications that are in writing from the staff identified in Section 1.4, Communications, and Section 2.8, Contract Management, of this Contract shall be considered a duly authorized expression on behalf of the Board. Only communications from the Contractor's Representative, which are in writing and signed, will be recognized by the Board as duly authorized expressions on behalf of the Contractor.

4.14. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, member, agent, or employee of the Board for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. Per Section 1001.42(12)(i), F.S.,

execution of this Contract certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Contractor whatsoever.

4.15. Reservation of Rights

The Board reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract. The absence of the Board setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Board reserves the right to make any determinations exclusively which it deems are necessary to protect the best interests of the School Board of Leon County, Florida and the health, safety, and welfare of the Board's students, staff, and the general public which is serviced by the Board, either directly or indirectly, through these services.

4.16. Scope Changes After Contract Execution

During the term of the Contract, the Board may unilaterally require, in writing changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Board may make an equitable adjustment in the Contract prices or delivery date if the change affects performance cost or time. Such equitable adjustments shall be submitted by the Contractor in writing within 10 days of receiving the scope change request from the Board.

The Board shall provide written notice to the Contractor 30 calendar days in advance of any Board required changes to the technical specifications and scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal Contract Amendment.

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Waiver of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract, as specified in Section 1.3, contains all the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:
HUB PUBLIC RISK INC.

SIGNED BY: _____

NAME: Bart Gunter

TITLE: President HUB Public Risk

DATE: 6/27/22

FEIN: 35-0672425

SCHOOL BOARD OF LEON COUNTY, FL

SIGNED BY: _____

NAME: Darryl E. Jones

TITLE: Board Chair

DATE: 6/28/2022

SIGNED BY: _____

NAME: Rocky Hanna

TITLE: Superintendent

DATE: 6/29/2022

Request for Best and Final Offers (RBAFO):

Leon County School District
Employee Benefits Brokerage & Consulting Services
ITN NO: 486-2022

Submitted by:

Bart Gunter, President
HUB Public Risk, Inc.
1117 Thomasville Road
Tallahassee, Florida 32303
(850) 545-5880
Bart.gunter@hubinternational.com
March 16, 2022

Table of Contents

A. Executive Summary

We sincerely appreciate the opportunity to provide Leon County School District ("LCS" or "the District") with HUB Public Risk's ("HUB") Best and Final Offer ("BAFO") to continue serving as your Employee Benefits Consultant. We also appreciate the Intent to Negotiate ("ITN") process and the manner in which LCS has provided us with the opportunity to further enhance our service model, deliverables, and value-add services to meet the changing needs of the District. As we have stated from the beginning, our goal was to "Appreciate our Past, Focus on the Future," and we believe that we have successfully achieved this objective throughout the ITN process and are excited to present you with our BAFO to serve LCS and extend our 14-year relationship.

Through the ITN process, the most visible enhancement made to the HUB service platform came in the form of introducing a new role to LCS and bifurcating our service model to better support the District. We have proposed to split our service model into two components to address two related, yet independent areas: Strategic Consultation/Plan Management and Administration. Kelly Davis will serve as your Strategic Account Executive and will be responsible for coordinating all strategic activities including, but not limited to, compliance, technology, health & performance (aka, wellness), communications, and carrier management. Deborah Hunt will serve as your Team Leader for Day-to-Day Administration, addressing the administrative activities including, but not limited to, annual and new hire enrollments, employee service and advocacy, billing reconciliation, active and retiree administration via an automated benefits administration system, and claim issues.

We are also proposing to further enhance our service model by placing a HUB service team employee on-site at the Leon County School District office. While this full-time HUB employee (not independent contractor) will be physically located at the District, he or she will be locally managed by our Tallahassee Office and will be part of our local operation for training, development, and backed-up by members of our broader Tallahassee team. It is worth noting that there are no additional fees associated with adding these enhanced resources.

As it relates to the administration of the LCS benefit program, we are excited to extend our administration to cover retirees and take this administrative burden off Pam Faulkner's team's plate. Our solution includes adding the retiree population to the benefit administration technology platform, which will provide the necessary access for HUB to provide the same administrative support to retirees that we have for active employees. Through this ITN process and as part of this BAFO, we have also agreed to audit all dependents currently covered under the District's benefit program and will facilitate this via a third-party Dependent Audit firm. With respect to extending our administration to cover retirees and the audit of the dependents, these services are being offered at no additional cost to the District and are covered within our standard commission structure as noted within Sections C, D, and E of this BAFO.

As it relates to the benefits administration technology, we have agreed to, in conjunction with the District, thoroughly and objectively assess the current technology in place today (BenSelect/ Selerix, aka Cyclone) to determine whether it is meeting the needs of the District. HUB very intentionally does not own or lease a single technology solution as we believe there is not a one-size-fits-all solution for the District. Rather, we will deploy our objective and experienced technology consultants to assess LCS's needs including, but not limited to, creating a bi-lateral interface with Skyward. Whether the District chooses to enhance the current technology platform (integration with Skyward, e.g.), or replace it with another, HUB will continue to ensure that this solution comes at no cost to the District.

We have also worked to remove cost from the District's decision-making process in that we have removed all commissions on any employer-sponsored benefit (medical and employer-paid life insurance). In our previous ITN submissions, we had maintained a small commission on these lines, but are submitting this BAFO with those being reduced to 0%. As a result, all the services we have proposed throughout this ITN process and summarized within this BAFO are covered within our proposed, commission-based fee structure on voluntary benefits (Section D). Over our 14-year history, we have a proven track record of delivering on our commitments and doing so within the framework of our agreed-upon compensation.

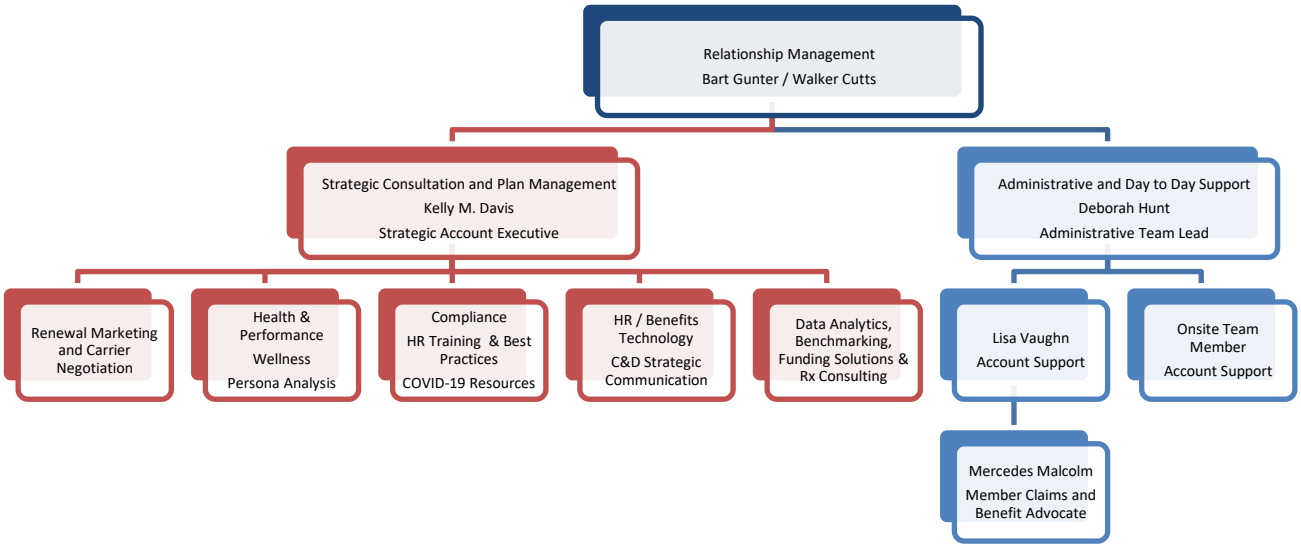
One of the strengths of the HUB's proposal to the District is that the vast majority of our core service team is located in Leon County. As you know, the group health market is quite unique in Leon County (as well as our six neighboring counties) and we live this with you, both as a consumer and as a consultant. Not only do we know this market inside and out, but our ability to serve the District is unique in that our back-ups and redundancies are literally a few miles down the road from you. Our team's experience in this market and proximity to the District are key differentiators for HUB.

Finally, as our local school district, you are more than just another client. The employees of LCS are our teachers, administrators, bus drivers, staff, and neighbors. Your employees have taught our employees, our children, and our grandchildren. Serving as broker over the years is very important to us. The Superintendent and Board Members are our local elected officials, and our relationship of trust is important in supplementing staff initiatives regarding the benefits program and advancing it forward.

B. Service Areas Solutions

Strategic Consultation and Plan Management & Administrative Support

In keeping with our mantra of "Appreciating our Past, Focused on our Future," we have maintained key components of our historical service model, while enhancing it to better serve the District and its employees in the future. HUB Florida's service model can be broken out in to two main areas, **Strategic Consultation & Plan Management** and **Administrative and Day to Day Support**. The organizational chart below is an example of the structure and multi-level support that LCS will experience.



Strategic Consultation and Plan Management

LCS's Strategic Consultation and Plan Management will be driven by your dedicated HUB Strategic Account Executive. Through a series of onsite planning and discovery sessions, your Strategic Account Executive will work with your Human Resource and Finance teams to develop a multi-year strategic plan which addresses the broad spectrum of cost management, competitive benefits offerings, improved health & productivity, and administrative simplicity. Your mutli-year strategic plan is then implemented and managed throughout year and will be revisited on a quarterly basis during in person onsite sessions lead by your Strategic Account Executive. As needed, your Strategic Account Executive will incorporate the vast resources and subject matter experts within each of HUB's specialty focus groups. Those focus groups include, but are not limited to:

- Health & Performance (H&P, aka Wellness) – HUB's H&P team has subject matter experts in each of the many facets of total wellness and will deliver a variety of tools and resources based up on LCS's specific needs.

- Compliance – Our HUB Chief Compliance Officer (CCO) has served LCS for the past six years. With the recent addition of new team members to our South Compliance services, LCS will also enjoy the services and support of our Compliance Manager and our Compliance Associate who, along with the CCO, will work with the LCS team on a day-to-day basis providing guidance and advisory services for no additional cost. Moreover, the HUB South Compliance Team is also supported by the national team of Chief Compliance Officers who are a team of ERISA attorneys that collaborate and work together to deliver timely and practical solutions and service to HUB clients through proactive guidance and hands-on consulting. LCS will have direct and regular access to the HUB South Compliance Team who will serve as part of the client-service team.

- Technology – HUB's independent and fiercely objective Technology consultants recognize and appreciate the need for robust and complete HR and Benefit administration systems and work with you to identify efficiencies and technologies to achieve the stated objectives.

- Communication & Design (C&D) – Our C&D team is comprised of creative professionals, writers, editors, and researchers that develop a custom communication strategy for LCS aimed at creating impactful benefits education and messaging in such a way that employees stand up and take notice.

- Marketing and Financial Consulting - Your Strategic Account Executive will develop and manage your renewal and negotiation process while incorporating the finance and marketing teams within HUB Florida. These teams provide resources which include but are not limited to, financial analysis and projections, benchmarking, alternative funding analysis, Rx consulting and carveout expertise.

Please see our ITN Submission #2 for additional details on these resources and services.

LCS's multi-year strategic plan will act as the metric by which our success and impact are measured. Our strategic plan will ensure that your short- and long-term goals are being addressed and that there is a clear path for your future.

Your Strategic Account Executive will work in tandem with your benefits, finance, and procurement teams to prepare your annual Insurance Committee Presentation to include summary of recommendations for renewal including the financial impact to both the Board and its employees.

Administrative and Day to Day Support

While HUB recognizes the need for Strategic Consultation and Plan Management now more than ever, equally as important is the ongoing need for dedicated and local administrative support that is critical to the overall success of your programs. Over the past 14 years, HUB has provided LCS with dedicated support to help ensure that your benefits team and valued employees have the local and hands on resources needed. As your dedicated Administrative Services Team Lead, Deborah Hunt, has not only worked in full support of your Benefits team, but worked directly with your employees and their families as an advocate helping them to better understand their coverage and care options and assisting them with navigating the often-confusing landscape of care and carrier customer services. HUB's advocacy remains unwavering, and we are pleased to offer an amplified administrative service team structure that will have an even greater impact for the LCS Benefits team and their valued employees and families.

In addition to your Administrative Team Lead, Deborah Hunt, you will now have access to an onsite support person who will act as a liaison for LCS, its employees, and your carrier partners. This team member will provide direct administrative support and employee advocacy services and will act as a further extension of your team.

Your Administrative Team Lead will also bring forward two additional layers of client support – Lisa Vaughn, Account Support and Mercedes Malcolm, your dedicated Claims and Member Advocate. This layered approach not only provides Deborah with enhanced capabilities to best serve LCS and its employees, it creates redundancy and back-up that is critical for the consistency of your overall benefit program needs.

Listed below are some of the administrative services that HUB has and will continue to provide to LCS and its employees and their family members:

Benefit Administration - Full administrative management and operation of the benefit administration portal. HUB's team currently manages the Cyclone system which maintains all employee elections and captures terminations and changes that occur throughout the year. This system sends eligibility and enrollment data directly to your carrier partners to streamline your plan administration through ongoing file feeds.

Ongoing Employee Support and Advocacy – HUB fields inbound calls and emails from employees and their dependents providing feedback and support for a broad range of issues including questions about the benefit plans options, network access, ID cards, claims and authorizations for services and access to care eligibility concerns. Average of calls outside of open enrollment is five calls daily with emails in double digits. HUB maintains a record of service activities performed in the HUB Management System, **BenefitPoint®**.

Benefit Department Staff Support - through both daily phone and email contact as well as in person site visits to help manage coverage questions, enrollment issues, member claim resolution, billing concerns, carrier outreach and coordination.

New Hire and Open Enrollment Coordination

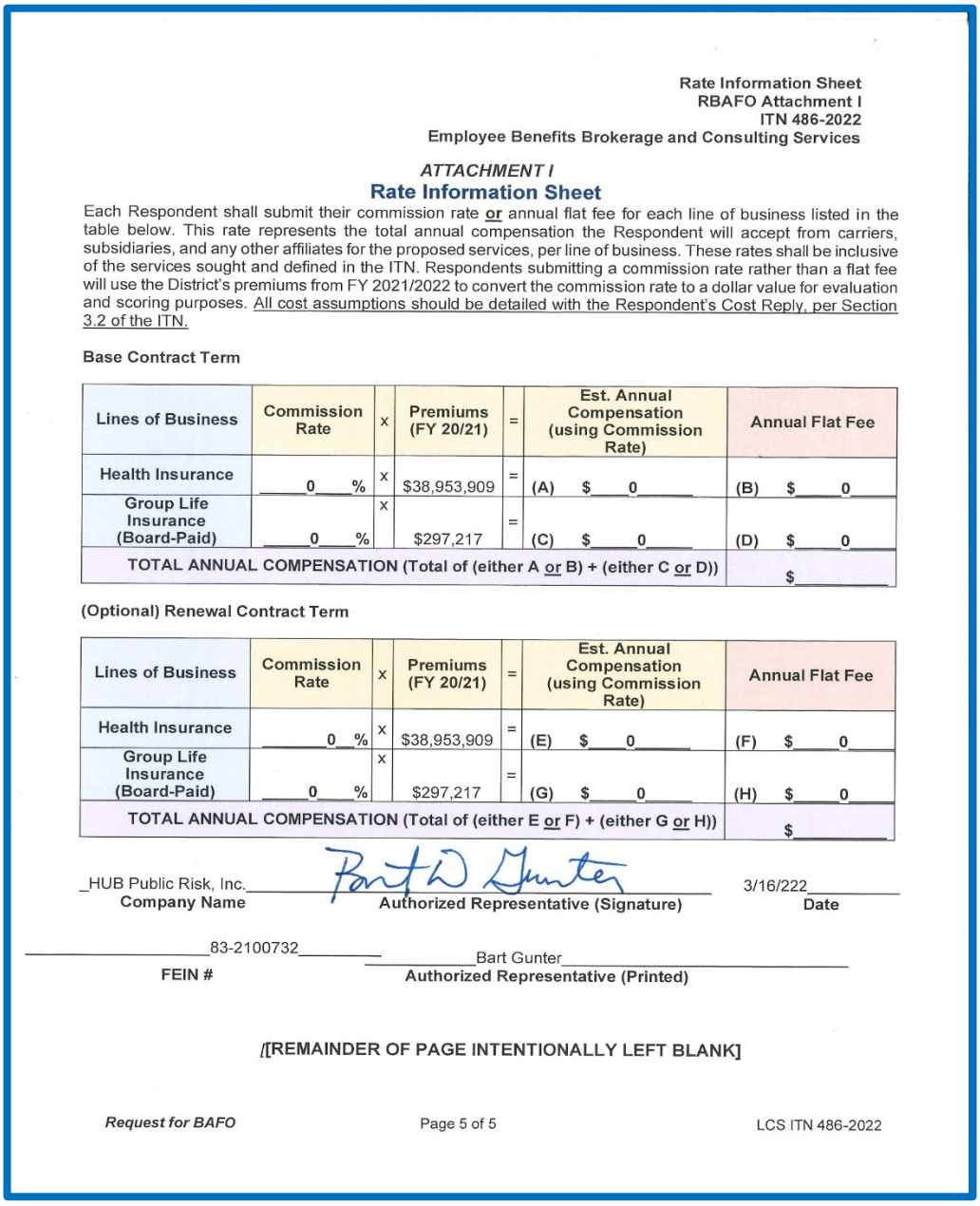
- **New Hires** meet directly with our HUB team to be added to the enrollment system which gives HUB the opportunity to answer any questions they may have and guide them through their enrollment decisions. Enrollment confirmation forms are sent to the Benefits team, specifically, Pam Faulkner daily so that employee's deductions can be set up in Skyward (from September – December average new hire count is 350-400 new employees).

- **Open Enrollment Coordination** typically begins each May and is managed by HUB through a series of weekly scheduled calls that include LCS Benefit personnel, IT personnel, TBS personnel, and as needed carrier representatives. During these weekly calls, we track the open enrollment start date timeline to monitor the enrollment website build, carrier file feed changes and timing, communications of benefit coverage details to all necessary parties and payroll uploads to Skyward.

- **Open Enrollment Employee Support** – During open enrollment HUB and its coordinated resources are available to assist employee's from 7:30 a.m.– 10:00 pm. HUB also currently helps to establish a call center staffed by TBS (the host for the Cyclone website) as an alternative resource for employee assistance outside of the direct HUB team.

Billing Reconciliation**-** HUB's team generates monthly self-bill reports from Cyclone and audits them against the LCS carrier remittances which results in a monthly variance report. This process results in approximately 25 hours of dedicated HUB team support per month.

C. Rate Information Sheet



Rate Information Sheet
RBAFO Attachment I
ITN 486-2022
Employee Benefits Brokerage and Consulting Services

ATTACHMENT I

Rate Information Sheet

Each Respondent shall submit their commission rate **or** annual flat fee for each line of business listed in the table below. This rate represents the total annual compensation the Respondent will accept from carriers, subsidiaries, and any other affiliates for the proposed services, per line of business. These rates shall be inclusive of the services sought and defined in the ITN. Respondents submitting a commission rate rather than a flat fee will use the District's premiums from FY 2021/2022 to convert the commission rate to a dollar value for evaluation and scoring purposes. All cost assumptions should be detailed with the Respondent's Cost Reply, per Section 3.2 of the ITN.

Base Contract Term

Lines of Business	Commission Rate	x	Premiums (FY 20/21)	=	Est. Annual Compensation (using Commission Rate)	Annual Flat Fee
Health Insurance	0 %	x	$38,953,909	=	(A) $ 0	(B) $ 0
Group Life Insurance (Board-Paid)	0 %	x	$297,217	=	(C) $ 0	(D) $ 0
TOTAL ANNUAL COMPENSATION (Total of (either A or B) + (either C or D))						$

(Optional) Renewal Contract Term

Lines of Business	Commission Rate	x	Premiums (FY 20/21)	=	Est. Annual Compensation (using Commission Rate)	Annual Flat Fee
Health Insurance	0 %	x	$38,953,909	=	(E) $ 0	(F) $ 0
Group Life Insurance (Board-Paid)	0 %	x	$297,217	=	(G) $ 0	(H) $ 0
TOTAL ANNUAL COMPENSATION (Total of (either E or F) + (either G or H))						$

HUB Public Risk, Inc. — Company Name
Authorized Representative (Signature)
3/16/222 — Date

83-2100732 — FEIN #
Bart Gunter — Authorized Representative (Printed)

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Request for BAFO Page 5 of 5 LCS ITN 486-2022

D. Pricing Details

We are pleased to present pricing updates for our Best and Final Offer to LCS. As highlighted on the Rate Information Sheet (Section C), we have further reduced our commission for all employer-paid coverages to zero. The result of this is that the District will pay nothing towards HUB's fee as 100% of our compensation will be paid through employee-paid voluntary benefits commissions. These standard commissions are presented in the chart below along with the associated/estimated premiums and commissions. These commissions are based on employee enrollment in the voluntary benefits plans offered. The current calculated annual commission at these rates is approximately $238,000.

We have also structured our fees and services so that our core and value-added services are 100% covered by these voluntary commissions, with no additional fee to be paid by the District. We have provided additional details on these value-added services in Section E, as instructed.

Carrier	Plan/Coverage	Estimated Annual Premium	New Comm %	Estimated Annual Commission
Capital Health Plan (2 plans)	Health	$ 39,230,338	0.00%	$ -
Florida Blue (2 plans)	Health	$ 878,640	0.00%	$ -
Florida Blue - Retiree	Health	$ 147,974	Flat Fee	$ 2,400
Florida Combined Life	Dental	$ 1,577,121	7.50%	$ 118,284
Avesis	Vision	$ 167,588	10.0%	$ 16,759
Standard	Basic Life	$ 361,055	0.0%	$ -
Standard	Voluntary AD&D	$ 47,051	15.0%	$ 7,058
Standard	Voluntary Life	$ 317,911	7.0%	$ 22,254
Standard	Long Term Disability	$ 105,505	15.0%	$ 15,826
Standard	Hospitalization Only	$ 65,840	7.0%	$ 4,609
Standard	Voluntary Accident	$ 175,692	7.0%	$ 12,298
Standard	Voluntary CI	$ 214,390	7.0%	$ 15,007
Standard	Voluntary STD	$ 236,678	6.0%	$ 14,201
LifeLock	Identity Theft	$ 43,930	10.0%	$ 4,393
CNA Life Insurance	Long Term Care	$ 9,813	10.0%	$ 981
Nationwide Pet Insurance	Pet Insurance	$ 19,615	10.0%	$ 1,961
Individual Products	Colonial	$ 12,000	0.9%	$ 108
Chubb	Voluntary Supp Life	$ 21,632	7.5%	$ 1,622
ANNUALIZED TOTALS		**$ 43,632,774**		**$ 237,762**

E. Value-added Services

In support of our partnership and commitment to LCS, HUB is proposing the following additional value-added services at no cost to the District. The cost for all these services is covered by our fee structure as noted in Section C and D above. At the end of this section, we have approximated the market value of these services to help LCS understand our commitment to our partnership.

Dependent Audit

The Insurance Industry estimates that 3 to 12% of covered dependents are ineligible for those plans nationwide. We recognize and appreciate that, over time, the potential exists for dependents to be enrolled in your benefits plans that may no longer be eligible or have been added without meeting the eligibility rules of the LCS programs. That can mean increased premium costs to the Board along with additional claim expenses to the LCS plans. HUB Florida would like to engage with an independent firm (at no cost to LCS) on behalf of LCS to conduct a dependent audit or the medical plans.

Retiree Services, Education, and Administration

We have proposed to offer the following enhancements to our services to assist LCS with the management of the retiree benefit program and your retirees, in general. Our recommended approach for LCS retirees includes:

- Streamlined Administration - We recommend adding the retiree population to the benefit administration system to help streamline the enrollment and administration of this important population. By adding the retirees to the benefit administration system, Deborah Hunt and team can provide the same services on eligibility, claims, reconciliation of remittances and day-to-day support for your retirees that we do for your active employees.

- Medicare Education and Assistance - We are pleased to offer a HUB-proprietary solution that is customized for LCS specifically aimed at providing education, decision support, and managing cost escalations for employees entering retirement/becoming Medicare eligible. This proprietary tool is called EnterMedicare (https://www.entermedicare.com/) and we are recommending the District implement this to help educate and manage this important population.

- Enrollment Meetings for Retirees Outside Tallahassee—For any retirees that reside outside of the Tallahassee market, our team will strategize with you and your retirees to create and conduct the same educational and enrollment-oriented meetings virtually.

- Retiree-specific Enrollment Materials— Our award-winning Communications & Design team will work with LCS to develop retiree-specific enrollment Benefit Guides and materials to help facilitate both education and guidance for this important population.

- Retirement Planning-- Part of HUB's approach to serve retirees and those approaching retirement is to provide resources & webinars to answer questions and help them prepare for the next phase of their life. We recommend leveraging our locally based financial advisor, John Howard, Certified Financial Planner, as a resource for personal and business financial planning.

Technology

We propose to have our team of Technology Consultants work with the LCS team to objectively evaluate/re-evaluate the current technology platform(s) at the District. Many of our competitors will limit your choice of platform to just one to address your digital needs. As your consultant, we believe it is in the best interest of the District to evaluate the entire marketplace as opposed to limiting choices. One size does not fit all, and we will deploy our proven consulting model to help you evaluate the market to determine the best solution for you and your employees.

Here are some of the shared goals we have initially identified within the ITN process, which will be expanded as we begin our consultation:

- ✓ Integration with LCS's Skyward ERP;
- ✓ Automation of New Hire enrollment and qualifying life event changes – introduce and employee self-serve model.
- ✓ Ability to capture/store supporting life event and eligible dependent documentation (birth certificate, e.g.); and
- ✓ Enhanced mobile capabilities.

We appreciate that technology, operational, and service needs change over time and we stand ready to deliver our consulting process. To bring the right system(s) and service solutions to the table, we would recommend once again going through our standard deep dive analysis/discovery process, followed by a vendor vetting process. By doing this, we ensure that we will take everything into account to deliver the best solutions for long-term success.

These value-added services including discovery, objective consultation, and the ultimate utilization of a technology platform are offered to the District at no additional fees. Our consultation and the fees associated with a benefits administration platform are covered by our fees as documented in Sections C and D above.

Compliance

Our Compliance Team has been and will continue to be readily available to LCS to assist with all things related to HR and Benefits compliance. As noted during the ITN process, we are proposing that we build a customized calendar for LCS to strategically deploy all the resources we have available to LCS. As has been the case with HUB, all our Compliance services and consultations come at no additional cost to the District and are fully captured within our fee schedule as noted in Sections C and D above.

Many of the compliance services we are proposing include custom HR training, education, and solutions that are heavily dependent on LCS policies and programs. Generally, customized training and education programs are fee-based solutions. However, our proposal includes these services at no fee to LCS. We have documented the standard billing rates and/or value of these services that are not covered by a traditional commission structure.

Please see our ITN Response #2 for additional details on all these value-added services.

F. Summary of Value-Add Services

We are pleased to offer the above value-add services to LCS as part of this BAFO and ITN process. In the table below, we have summarized the market value of our value-add services that we are happy to offer the District. We share the market values with you to help you understand the value we place on this relationship, both historically and prospectively. **It is worth reiterating one final time, that there is no additional cost to the District for these services and that everything is absorbed by HUB via our commission-based fee structure as documented in Sections C and D above**.

Service Description	Market Value
Technology	
Benefits Administration (active employees)	$136,000
Benefits Administration (retirees)	$42,000
Dependent Audit	
Dependent Audit (year 1)	$20,000
Dependent Audit (ongoing)	$5,000
Retiree Education	
EnterMedicare	$48,000
Compliance Services	
HR Training Programs:	
• "What it Means to be a Manager"	$5,000
• Employee Relations and Employment Law – "What a Manager Needs to Know"	$5,000
• "Discrimination and Retaliation in the Workplace"	$5,000
• "Sexual Harassment Manager Training"	$5,000
• "The Employee Lifecyle – From Interview to Termination"	$5,000
• "Mental Health SOS Training for Managers" [includes separate program for HR]	$10,000
• HR "Train the Trainer" Programs	
○ COVID Health and Safety [alt. Conducting Workplace Investigations]	$1,000
○ Discrimination and Retaliation in the Workplace	$1,000
○ Manager Sexual Harassment Training	$1,000
○ Workplace Bullying, Toxic Working Environments, & Harassment	$1,000
○ The Employee Lifecyle – From Interview to Termination	$1,000
Risk Management Center – Library and Learning Management System	$36,000
• Safety Library	Included
• HR Compliance Solutions	Included
• Job Descriptions	Included
• Online Training Programs (not custom)	Included
• Training Distribution, Tracking, and Certifications (inclds. custom programs)	Included
Total Market Value of Valued-Added Services (at no additional cost) to Leon County Schools	**$327,000**

Closing Statement

Dear Selection Committee,

We would like to thank you for extending HUB Public Risk the opportunity to continue as the Employee Benefits Broker and Consultant for Leon County Schools. It has been our privilege to serve as your current broker and we greatly appreciate all that the District provides to our children and local community.

We strongly believe that the expertise HUB brings to both the local and greater statewide market is crucial to successfully position the District to meet its current and future needs. As your current advisor we understand that it is important to listen, especially in times of transition to new leadership. We have heard your concerns, take them seriously, and strive to responsively strengthen our team and service platform in support of the District. We have enhanced the HUB team to strengthen our strategic, administrative, marketing, and service offerings. We believe this team will provide the highest quality service to the District and its employees.

This process has provided us with opportunity to showcase and offer our customized programs in Benefits Compliance and HR Training. Likewise, we are committed to a complete technology review and establish a technology strategic plan that will meet the need of LCS today and in the future. Moreover, we have committed additional talent and services in Data Analytics, Communications & Design, and Wellness. We will collaboratively and collectively develop a short-term and long-term strategic plan that will serve as the roadmap for our partnership.

Finally, the District is an extremely important partner to us. Our goal is not just to meet but exceed your expectations and “to provide the highest quality comprehensive benefits program to the District’s members, while maintaining affordability and cost efficiencies”. We at HUB Public Risk believe we are the right broker/partner for Leon County Schools and look forward to the next step of contracted scope of services to set those expectations and commitments.

Thank you again for this opportunity.

Sincerely,

Bart Gunter

Bart Gunter
President
HUB Public Risk

Invitation to Negotiate (ITN)

Employee Benefits Brokerage & Consulting Services

ITN 486-2022

ITN Released: September 28, 2021

Deadline for Questions*: 2:00 p.m. on October 12, 2021

Replies Due*: 2:00 p.m. on November 18, 2021

June Kail
Procurement Officer
Leon County Schools
Purchasing Department
3397 West Tharpe Street
Tallahassee, Florida 32303

*Timeline subject to change. Changes will be communicated through an addendum to this ITN (see Section 1.8)

ITN Timeline

Steps in the ITN process	Date and Time	Location (if applicable)
Release of ITN	September 28, 2021	District Website https://www.leonschools.net/Page/4411
Non-Mandatory Pre-Reply Conference	October 5, 2021 at 2:00 p.m.	Conference Call Dial-In: 1-605-562-8400 Access Code: 4228924
Written Questions Due	October 12, 2021 at 5:00 p.m.	Submit to: June Kail, Procurement Officer Subject: ITN 486-2022 Employee Benefits Brokerage and Consulting Services Email: purchasing@leonschools.net
Anticipated Posting of Answers to Submitted Questions	November 8, 2021	District Website https://www.leonschools.net/Page/4411
Sealed Replies Due and Opened	November 18, 2021 at 2:00 p.m.	Submit to: Leon County Schools Purchasing Department Attn: June Kail, Procurement Officer ITN 486-2022 Benefits Brokerage and Consulting Services Tallahassee, FL 32303* *Also the location for the Reply Opening
Evaluation Team Meeting	November 29, 2021 at 2:00 p.m.	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Anticipated Negotiations	January 2022	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Negotiation Team Meeting	February 2022	The meeting date and time will be posted at least seven (7) days prior to the meeting on the District's website at https://www.leonschools.net/Page/4411
Anticipated Date the District will Advertise its Notice of Board Decision	February 2022	District Website https://www.leonschools.net/Page/4411

Table of Contents

SECTION 1: Key information

1.1. Quick Facts

a. The Board, on behalf of the Leon County School District, is inviting competitive sealed responses from qualified Respondents to explore the various questions outlined in the ITN and to determine, through the negotiation process, the best way to provide benefits (including medical coverage) to the Districts eligible employees, retirees, and their dependents. The District has determined negotiations are necessary for it to receive the best value.

b. This ITN is a multi-step procurement process, including a technical evaluation, a cost evaluation, and a negotiation phase.

c. The use of capitalization (such as Respondent) denotes words and phrases with special meaning as defined in Section 5, Definitions.

d. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.

1.2. Resources

a. The District currently offers health plans, dental plans, vision plans, flexible spending accounts, life insurance, accidental death & dismemberment, disability insurance, accident insurance, critical illness/cancer coverage, hospital indemnity insurance, voluntary additional life insurance, and identity theft protection to current employees. Retirees are offered health, dental, and life insurance.

The 2020/2021 Benefits Guide also provides further detail on current coverage options, available at https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/33/20-21%20Benefits%20Guide.pdf.

b. Services are currently provided through the Board's Employee Benefits Brokerage and Consulting Services contract with Rogers, Gunter, Vaughn Insurance, Inc./HUB. The current contract is available at https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/CURRENT%20RFPS/RFQ4152018EMPLOYEEBENEFITS/RFQNo4152018EmployeeBenefitsBrokerageConsultingServices.pdf. Health insurance is provided by Capital Health Plan and Florida Blue whose contracts may be accessed at https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/CURRENT%20RFPS/RFP4312018GROUPHEALTHINSURANCE/RFP4312018FINALGroupHealthInsurance.pdf.

c. Many District employees belong to one of three active bargaining units. The bargaining agreements with the applicable bargaining units are available at https://www.leonschools.net/Page/86.

1.3. How to Contact Us (Procurement Rules and Information)

a. All questions related to this ITN must be made in writing, via email, to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.

b. The Non-Mandatory (optional) Pre-Reply Conference is an opportunity for interested companies to ask questions. Oral questions will be entertained at the Non-Mandatory Pre-Reply Conference as outlined in the Timeline. The District's answers to oral inquiries are non-binding and are not considered the official position of the District unless those questions are subsequently submitted in writing, per this Section.

c. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District's website.

d. Between the release of the solicitation, and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Respondents to this ITN, or persons acting on their behalf, may not contact any employee or officer of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or during the negotiation phase, as directed by the District. Violation of this provision may be grounds for rejecting a Reply.

e. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206, at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).

f. **The District's Procurement Officer**

Name: June Kail, Procurement Officer
Purchasing Department
Leon County Schools
3397 W. Tharpe Street
Tallahassee, FL 32303
Telephone: (850) 488-1206
Email: purchasing@leonschools.net

g. The Respondent shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any District or Avail employee related to this ITN (see Section 2.2 of this ITN). Only written communications from the District's Procurement Officer are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Respondent are recognized as duly authorized expressions on behalf of the Respondent. Any discussion by a Respondent with any employee or representative of the District, involving cost or rate information, outside of the negotiation phase, and occurring before the District advertises its Notice of Board Decision, may result in the rejection of that Respondent's Reply.

1.4. Developing Your Reply

a. This ITN is being issued as part of an open, competitive process and sets out the steps and conditions that apply.

b. Respondents should take the time to read and understand the ITN. In particular, they should:

1. Review Title XLVIII, K-20 Education Code, within the Florida Statutes.
2. Develop a strong understanding of the District's requirements detailed in Section 2.
3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.

c. Respondents should prepare a clear and concise Reply, avoiding complicated jargon, and thoroughly describing their innovative solutions and their ability to meet the expectations of the District.

d. Respondents must follow the format and instructions included in this ITN for their Reply submittal.

e. Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Including alternate provisions or conditions may result in the Reply being deemed non-responsive to the solicitation. However, as this is an ITN, the District

reserves the right to review innovative solutions and negotiate the best terms and conditions, if determined to be in its' best interest.

f. Respondents must use the Rate Information Sheet, Attachment I, to submit its pricing. Respondents shall not change or substantially alter the form, but fill it out completely, as instructed in Section 3.2 of this ITN.

g. Respondents should thoroughly review their Reply before submission to ensure its Reply is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.

h. The District is not liable for any costs incurred by a Respondent while responding to this ITN, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.

i. Respondents are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.3, a.

j. The District shall reject any and all Replies that do not meet the following **pass/fail criteria (also referred to as Mandatory Responsiveness Criteria)**. Any Reply rejected for failure to meet these requirements will not be evaluated further:

   1. The Respondent shall ensure that all data generated, used, or stored by the Respondent under the prospective Contract will reside and remain in the United States, and will not be transferred outside of the United States at any time;
   2. The Respondent's Reply shall demonstrate that it has at least five (5) years within the last 10 years, of business/corporate experience in providing benefits brokerage services to commercial or governmental clients;
   3. The Respondent's Reply shall demonstrate that it has experience in providing benefits brokerage services to at least three (3) accounts with 1,000 or more employees, preferably public sector;
   4. Respondent's Reply and all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.);
   5. The Respondent shall complete and submit Attachment II, Required Provisions Certification, and Attachment III, Notice of Conflict of Interest; and
   6. The Respondent shall possess and provide a copy of an active, certified Florida Department of Financial Services Insurance Agency license.

1.5. Submitting Your Reply

a. Respondents shall submit their Replies in a sealed envelope or package with the relevant ITN number and the date and time of the reply opening clearly marked on the envelope or packaging. Respondents may submit their Replies by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. **The District will not accept any Replies submitted via email or fax.**

b. Respondents must mail or otherwise deliver their Replies to the following address:
Leon County Schools
Purchasing Department
ITN 486-2022 Benefits Brokerage & Consulting Services
Attn: June Kail, Procurement Office
3397 W. Tharpe Street
Tallahassee, FL 32303

c. It is the Respondent's responsibility to ensure their Reply is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Replies received and shall provide the official time for the reply opening. **Late Replies will not be accepted.**

d. Submit a Technical Reply and a Cost Reply in separately sealed and clearly labeled packages. The Cost Reply may be shipped along with the Technical Reply as long as it is sealed separately (such as in a sealed envelope) within the same shipping container and clearly marked.

e. Submit one (1) signed, original Technical Reply, five (5) hardcopies of the Technical Reply, and five (5) electronic copies of the Technical Reply in searchable PDF format on an electronic storage device (CD, DVD, or flash drive (not password protected)). The original physical Technical Reply will take precedence in the event there is a discrepancy between the original and one of the physical or electronic copies.

f. Submit one (1) signed, original Cost Reply, five (5) hardcopies of the Cost Reply, and five (5) electronic copies of the Cost Reply in searchable PDF format on an electronic storage device (CD, DVD, or flash drive (not password protected)). If the electronic copy and original paper copy do not match, the original paper copy of the Cost Reply will take precedence.

g. The signed original Technical Reply and Cost Reply shall be clearly marked as "Original" and the physical copies shall be numbered one (1) through five (5).

h. If the Respondent includes information in their Reply that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Reply, as outlined in Section 3.6, the Respondent should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version).

i. Respondents are encouraged to print Reply documents double-sided and minimize the use of non-recyclable materials.

j. All documentation produced as part of this Reply shall become the exclusive property of the District, may not be returned to or removed by the Respondent or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the District reject all Replies and re-solicit, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Reply. The award or rejection of a Reply shall not affect this right.

1.6. Reply Opening

a. Replies are due and will be publicly opened at the time, date, and location specified in the Timeline.

b. District staff are not responsible for the inadvertent opening of a Reply that is improperly sealed or addressed or those not correctly identified with the ITN number.

c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Respondents who submitted Replies.

1.7. Disposition of Replies

a. The District reserves the right to withdraw this ITN at any time and by doing, assumes no liability to any Respondent.

b. The District reserves the right to reject any Replies received in response to this ITN.

c. The District reserves the right to waive Minor Irregularities when doing so would be in the best interest of the District. At its exclusive option, the District may correct Minor Irregularities but is under no obligation to do so.

d. All Replies become the property of Leon County Schools and will be a matter of public record subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the District reject all Replies and re-solicit, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071, F.S.

1.8. Changes to the ITN

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at https://www.leonschools.net/Page/4411. **Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.** Respondents are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.

1.9. Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32305, or via email to bidprotests@leonschools.net. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

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SECTION 2: Scope of Work

2.1. Background

The District and the School Board were created under Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials, following relevant provisions of the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District has a staff of approximately 5,600 people, including instructional, instructional support, administrative, support positions. Three (3) bargaining units represent instructional and school-related employees within the District. Compensation and benefits for union employees are negotiated, subject to ratification by union membership and approval by the Board. There are currently 4,132 active employees and retirees enrolled in one of the District's health coverage plans.

Member Type	Active Members	Active Dependents
Employees	2,932	2,199
Retirees	1,208	258

2.2. Procurement Overview

Through this solicitation, the District is seeking competitive and innovative solutions from experienced benefits brokerage services companies. The minimum requirements outlined in this ITN are based on the current program, but the District is inviting creative solutions from interested vendors. The Successful Respondent's solution shall be all-inclusive of any supportive services required to smoothly and successfully operate the program.

To assist with the ITN process, the District has engaged Avail Benefits, LLC, to consult with the District as a subject matter expert. No Respondent, broker, or agent shall provide any commission, fee, or benefit to Avail for consideration for or concerning the services sought through this ITN.

2.3. Transition and Service Implementation

The District will work with the Awarded Respondent(s) to execute one (1) or more contracts for services soon after the award of this ITN. Respondents must have the ability to begin the implementation of services upon award. The Awarded Respondent will serve as the Board's Agent of Record for Open Enrollment 2022, which will take place in July, with coverage beginning October 1, 2022.

2.4. Contract Term

We anticipate that the Contract(s) will commence within 30 days of award. The expected Contract term and options to renew are:

Description	Time Period
Initial term of the Contract	Three (1) years
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	6 years

2.5. Goals and Objectives of the ITN

The District has specific goals relating to what it hopes to accomplish through this ITN and the new Contract(s). These include, but are not limited to the following:

- Provide the highest quality, comprehensive benefits to the District's Members, while maintaining affordability and cost efficiencies;
- Ensure a smooth transition/continuation of services from the current Contractor, to any new Contractor; minimizing disruption in the services provided;
- Determine what types of plans and voluntary benefits are in the best interest of the District and its Members;
- Ensure competitive pricing throughout the term of the Contract, including guarding against unexpectedly high renewal rate increases;
- Establish innovative and effective claims cost containment strategies throughout the term of the Contract(s);
- Provide innovative and flexible solutions that will meet current and future needs of the District and its Members;
- Provide transparency throughout the provider selection process with active engagement with the District.
- Provide robust and detailed reporting to the District to support management oversight; and
- Expand the use of modern technology to enhance coverage and services and improve the Member experience.

2.6. Compensation

The Board is seeking a solution that will provide the best value to the District. As part of the best value determination, interested Vendors must submit a Cost Reply, utilizing Attachment I, Rate Information Sheet, along with their Technical Reply. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most competitive and innovative solution for services and resources, as this will be a consideration in determining best value. Vendors must provide the Cost Reply per the instructions in Section 3.2.

The Successful Vendor shall be compensated via the commissions paid by the contracted carriers up to the Maximum Annual Compensation Rate. Full disclosure of all Compensation earned, either directly or indirectly, is required. Use of intermediaries, wholesalers, subsidiary companies, etc. is encouraged if advantageous to the Board. However, all Compensation earned as a result must be disclosed. The Board reserves the right to seek additional records as a means of enforcing this provision. Non-disclosure of Compensation shall be grounds for immediate termination of the Contract. The Successful Vendor shall provide an annual statement from each carrier detailing all Compensation they provided the Vendor related to the Board.

To ensure the Board obtains services at the best value, the Board reserves the right, during the negotiation phase of the ITN process, to consider alternate pricing models or service offerings. A Vendor may propose such innovative solutions or alternate pricing models in TAB F of their Reply.

2.7. Current Services

The District currently makes a variety of benefits available to eligible employees following the collective bargaining agreements between the District and the employees' union. Coverage is also available to eligible retirees (for health, dental, and life) and dependents, including spouses and eligible children. Eligible employees and their dependents may continue their benefits while on an approved leave of absence by paying the full amount of the premiums. The District contributes at least 80% of single coverage premiums and at least 60% of two-person/family coverage premiums.

Two health coverage plans are currently available to employees: an HMO plan offered by Capital Health Plan and a PPO plan offered by Florida Blue. The District would like to continue to make available both an HMO plan option and a PPO plan option, but it is willing to consider alternative plan structures.

2.8. Scope of Work

The District is seeking an experienced benefits brokerage partner that can provide and source professional, highly qualified benefits guidance and services. Replies should specifically address the following service areas:

a. **Benefits Management and Compliance:** The Contractor(s) shall develop short- and long-range employee benefit goals and strategies. This includes:

- Apprising the Board of local and national benefit trends and develop, conduct, and summarize benefit surveys of public and private employers, focusing on benefits, contribution practices, funding, premium structures, etc., and comparisons to the District's package to help calibrate program offerings with employee and employer costs compared to similar organizations.
- Develop, conduct, and summarize surveys for other purposes, such as disruption reports as well as market analysis and industry trend reports.
- Research and report any new developments in the employee benefits arena on an ongoing basis.
- Meet with and provide reports and presentations to various Board representatives as requested.
- Partner with the Board to effectively manage the vendors that provide insurance and related services to the Board.
- Guide legislative compliance and act as an advisor on issues such as discrimination testing, 5500 filings, Section 125, COBRA, HIPAA, Medicare, FMLA, ACA, and other federal compliance requirements and state-mandated benefits.
- Prepare and distribute annual, legally required notices.
- Provide overall guidance to the Board on health and welfare regulatory compliance.
- Recommend programs and ideas to enhance the Board's culture and improve employee productivity and morale.
- Educate and advise the Board on healthcare reform, specifically PPACA, and the key strategic decisions that the Board should consider.

- Recommend innovative ideas and new products, programs, and services to ensure a competitive and valued benefits program.
- Provide benefits-related advisory services throughout the plan year.

b. <u>Plan Sourcing and Selection</u>: The Contractor(s) shall solicit proposals and establish contracts with providers, including:

- Carry out all procurements in accordance with Leon County Schools policy and procedures, including compliance with applicable laws and rules.
- The Board will only accept carriers having an AM Best Rating of A-VII or better.
- Prepare bid specifications and solicit proposals, as needed from insurance markets that specialize in group insurance plans.
- All contracts must be procured and established per Section 112.08, F.S. To document compliance, the Contractor shall submit documentation summarizing the procurement activities before entering into a contract. The documentation will be reviewed and approved by the District's Director of Business Services before the contract is executed.
- Evaluate proposals, considering administration, coverage, claim payment procedures, customer service, networks, reserve establishment policies, and financial solvency.
- Provide the Board with in-depth analysis of proposed alternatives and assist with the process of selecting the most favorable annual renewal options.
- Serve as an intermediary between the vendor(s) and the District during the implementation of new programs.
- Participate in negotiations with vendors on proposed rate or benefits changes to existing contracts.
- <u>Additional Requirements for Health Insurance:</u>
    - For health insurance specifically, the Contractor must solicit responses from the following health insurance companies in Spring 2022 for coverage beginning October 1, 2022. Contractors may contact other insurance providers in addition to those listed below.
        - Aetna
        - Anthem
        - Capital Health Plan
        - Cigna
        - Florida Blue
        - Humana
        - United Healthcare
    - The Contractor must negotiate with at least the top 3 vendors, after evaluating the submitted proposals.
    - The Board shall have at least one representative on the committee reviewing the proposals and at least one representative involved in the negotiation process.

- Based on negotiations, the Contractor shall submit the proposal(s) in the best interest of the Board to the District for review and approval. The District shall have the ultimate approval over the plan(s) selected.

c. <u>Enrollment and Member Services</u>: The Contractor shall assist the Board with the implementation of new plans and continued communication with Members, including:

- Partner with the LCS Benefits team in the administration of all group insurance plans including responding to questions from Members and proactively communicating information to Members.
- Assist the Board with the implementation and communication of new programs or changes to existing programs, which may include attending and presenting information at Open Enrollment meetings, as requested.
- Assist new Board employees with enrolling in their benefits and answering any questions.
- Provide support to Members during the annual Open Enrollment, including answering questions and assisting in making plan changes.
- Work closely with the LCS Benefits team to develop and execute the Benefits Communication Strategy.

d. <u>Cost Containment</u>: The Contractor shall take steps to ensure costs are kept as low as possible, while continuing to offer high-quality services and coverage, including:

- Obtaining, reviewing, and analyzing claims and financial data from each of the carriers at least quarterly, or upon request from the Board.
- Use the actual data reviewed to provide a summary of the data, emphasizing important trends and emerging problems, with recommendations on the most cost-efficient funding methods for the benefits programs.
- Introduce proven programs and ideas to manage costs.
- Recommend innovative ideas and products, programs, and services to ensure a cost-effective benefits program.

e. <u>Reporting</u>: The Contractor(s) shall provide the following reports by the date listed below. Ad-hoc report requests shall be fulfilled within three (3) business days of request. All reports and data with LCS information submitted by carriers shall be sent directly to LCS, with a copy to the Contractor. At no time shall the Contractor edit, alter, or summarize data without also providing the raw data used to create such summaries. <u>The Contract Manager will work with the Contractor to finalize the format of the requested data within 30 days of Contract execution; however, Respondents are expected to provide most, if not all, of the information listed below.</u>

Report #	Report Name	Due Date	Description
DEL-001	Quarterly Preventative Health Utilization	By the 5th business day of each July, October, January,	This report shall include the total available screening/preventative health benefits provided at no cost and how many are utilized each quarter, by Member ID, including gender, whether Member or

Report #	Report Name	Due Date	Description
		and April for the prior quarter	Dependent, and any other relevant information.
DEL-002	Quarterly High-Cost Claims	By the 5th business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on the top 10% of claims, by Member ID, for the quarter. Claim costs should reflect actual costs after network discounts.
DEL-003	Quarterly Claims History	By the 5th business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on all claims for the quarter, by Member ID. Claim costs should reflect actual costs after network discounts.
DEL-004	Quarterly Pharmacy Utilization	By the 5th business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on all pharmacy utilization for the quarter, by Member ID. This should reflect costs, broken out by network discounts, manufacturer's discounts, Medicare contributions, etc.
DEL-005	Quarterly Wellness Program Utilization	By the 5th business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on the quarterly utilization of the wellness program benefits.
DEL-006	Quarterly Denied Coverage	By the 5th business day of each July, October, January, and April for the prior quarter	This report shall provide detailed information on all referrals, authorization requests, and prescriptions that were denied the prior quarter. This information shall include when the request was submitted, the patient's acuity level, the associated problem from the Member's Problem List, the status of the request, who reviewed the request, the reason for the denial, if it was appealed, and if an alternative treatment plan was issued.
DEL-007	Annual Preventative	By the 10th business day of July, for the period	This report shall include the total available screening/preventative health benefits provided at no cost and how many are

Report #	Report Name	Due Date	Description
	Health Utilization	of July 1st - June 30th	utilized each year, by Member ID, including gender, whether Member or Dependent, and any other relevant information.
DEL-008	Annual High-Cost Claims	By the 10th business day of July, for the period of July 1st - June 30th	This report shall provide detailed information on the top 10% of claims, by Member ID, for the year. Claim costs should reflect actual costs after network discounts.
DEL-009	Annual Claims History	By the 10th business day of July, for the period of July 1st - June 30th	This report shall provide detailed information on all claims for the year, by Member ID. Claim costs should reflect actual costs after network discounts.
DEL-010	Annual Medical Loss Ratios	By the 10th business day of July, for the period of July 1st - June 30th	This report shall show the annual proportion of premium revenues spent on clinical services and quality improvement for Members.
DEL-011	Annual Pharmacy Utilization	By the 10th business day of July, for the period of July 1st - June 30th	This report shall provide detailed information on all pharmacy utilization for the year, by Member ID. This should reflect costs, broken out by network discounts, manufacturer's discounts, Medicare contributions, etc.
DEL-012	Annual Wellness Program Utilization	By the 10th business day of July, for the period of July 1st - June 30th	This report shall provide detailed information on the yearly utilization of the wellness program benefits.
DEL-013	Annual Denied Coverage	By the 10th business day of July, for the period of July 1st - June 30th	This report shall provide detailed information on all referrals, authorization requests, and prescriptions that were denied the prior year. This information shall include when the request was submitted, the patient's acuity level, the associated problem from the Member's

Report #	Report Name	Due Date	Description
			Problem List, the status of the request, who reviewed the request, the reason for the denial, if it was appealed, and if an alternative treatment plan was issued.

2.9. Performance Monitoring

The District may utilize any or all of the following methodologies in monitoring the Respondent's performance under the Contract and in determining compliance with Contract terms and conditions:

- Desk reviews of records related to solicitation and selection of benefit partners, insurance benefits, coverage, and claims (shall include any documents and databases pertaining to the Contract and may be based on all documents and data or a sampling of same, whether random or statistical);
- On-site reviews of Contract records maintained at the Contractor's business location;
- Interviews with the Contractor or District staff;
- Site Visits; and
- Bi-annual and annual audits.

The Contract Manager will provide a written monitoring report to the Contractor within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Respondent the opportunity for correction, where feasible.

Within 10 calendar days of receipt of the District's written monitoring report (which may be transmitted by email), the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable), in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Contractor. CAPs that do not contain all information required shall be rejected by the Contract Manager in writing (email acceptable). The Contractor shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP, or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of $5,000 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

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SECTION 3: Procurement Rules and Information

3.1. Contents and Format of Technical Reply Submittals

Replies are to be organized in TABs as directed below. Respondents shall include all the requested information in each TAB or their Reply may be deemed non-responsive. Additionally, information included in the incorrect section may not be scored by the District's evaluation team.

a. TAB A Overview (limit 15 pages)

1) Cover Letter
A cover letter on the Respondent's letterhead with contact information and the name and signature of the representative of the responding organization, authorized to legally obligate the Respondent to provide the services requested. If the Respondent is a subsidiary company, the name of the parent company shall be included. Finally, the cover letter must state that the Respondent agrees to provide the services as described in their Reply and the ITN;

2) Executive Summary
An executive summary of the Respondent's Reply. The executive summary will describe the overall solution, cost methodology, assumptions, and innovative ideas the Respondent proposes in a concise and meaningful manner. No pricing information is to be included in the executive summary;

3) Financial Interest
Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III, Section 2. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Reply Opening.

4) Required Forms
Respondents shall complete the following forms, as appropriate, and include them in **TAB A**.

- The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;
- Documentation from the Florida Department of Financial Services supporting active licensure as an Insurance Agency;
- Completed Application for Vendor Status*****, and associated forms (https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf);
- Attachment III, Notice of Conflict of Interest;
- Attachment IV, Vendor Contact Information; and
- The completed, notarized, Attachment VI, Local Preference Affidavit.

***Please note, if the Vendor is already registered with the District, it does not need to submit another application.**

b. <u>TAB B</u> Experience and Organization (limit 50 pages)

1) References

Using Attachment V, Respondent's Reference Form, Respondents shall provide at least three (3), but not more than five (5), references from businesses or governmental agencies for whom the Respondent has provided services of similar scope and size to the services identified in this ITN. References should reflect current or recent experience and must support the experience requirements of this ITN. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this ITN.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public, utilizing Attachment V, Respondent's Reference Form for References. References(s) shall identify the type of services provided by the Respondent, dates of service provision, the firm/agency name of the entity for which the services were provided, and the reference provider's current telephone number and address. Reference(s) shall include a paragraph describing services similar in magnitude and scope to those requested in the ITN. Current or former employees of the District or current or former members of the Board may not be used and will not be accepted as references if speaking to the services rendered to the District. The District reserves the right to contact reference sources listed or not listed in the Respondent's Reply and to consider references when determining best value.

2) Prior Work Experience

i. <u>Narrative/Record of Past Experience</u>

As indicated in Section 1.4(j) of this ITN, it is a Mandatory Responsiveness Requirement that the Respondent has at least five (5) years of experience within the last 10 years in providing benefits brokerage services to commercial or governmental clients, preferably public sector. Details of the Respondent's experience that meets this requirement shall be provided in narrative form and with enough detail for the District to determine its complexity and relevance. Specifically, a Respondent shall include:

- A description of experience providing services similar in nature to the services sought in this ITN;
- The specific length of time the Respondent has provided similar services, and where services were provided;
- All current or prior (active within the last three (3) years) federal, state, or government contracts for the provision of related services, including a description of the specific services provided, census of those covered (broken out into members and dependents, active and retired, as applicable);
- All current or prior (active within the last three (3) years) school district contracts for the provision of related services, including a description of the specific services provided and the census of those covered (broken out into members and dependents, active and retired, as applicable);

- A narrative summary of contract performance in all of the above-identified contracts, self-disclosing any identified performance deficiencies and the assessment of financial consequences or liquidated damages;
- The name(s), telephone number(s), and address(es) for the specified federal, State, or government contract manager(s);
- A summary of any exemplary or qualitative findings, recommendations, or other validations, which demonstrate operational experience. (i.e., specialized accreditation, grant awards, etc.); and
- A list of all contracts within the last five (5) years that were terminated before the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination.

ii. Stability

Respondents shall identify any suspension, revocation, or review of the Respondent's licensure in the last five (5) years. Respondents shall also disclose any bankruptcies, judgements, or liens within the last five (5) years.

iii. Disputes

Respondents shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Respondent was in default or breach of a duty under the contract or not performing obligations as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.

iv. Subcontractor Information

If the Respondent plans to use subcontractors to provide any performance under the Contract, the Respondent shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

3) Staffing Plan

The Respondent shall describe all staff assigned to the Contract, including an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this ITN. The Respondent shall provide job descriptions for all positions assigned to the Contract. If a position is not dedicated full-time to the proposed Contract, the percentage of time should be noted on the Staffing Plan.

c. TAB C Description of Solution (limit 25 pages)

The Respondent shall describe the following:

- Its understanding of the District's current coverage benefits;
- Its understanding of the District's goals and objectives of this ITN;
- Its proposed program design, including the major lines of coverage;
- How its recommended approach will meet the ITN's goals and objectives;
- Any risks or challenges it recognizes related to the District's goals, requirements, or current operations;
- How it will ensure quality services are provided while ensuring costs are managed appropriately;
- How it will focus on member engagement and customer service;
- Its approach differentiators;
- Its approach to account and client management;
- Its approach to transition/service implementation; and
- Why its solution represents the best value for the District.

d. TAB D Service Area Detail (limit 150 pages)

Respondents shall use this TAB to describe, in detail, their proposed solution and how services will be provided, organized by the following service areas. This shall include all methodologies, plans, resources, technological tools, and operations processes. This section should include value-added services or deliverables it will provide the District or its Members at no additional cost. This section should also include any exceptions or proposed modifications to the standard Contract Terms and Conditions included in Section 4 of this ITN.

Respondents shall also provide the following information or answer the following questions or if the Respondent is unable to provide or the requested information is not applicable, include a brief explanation of why.

1) Benefits Management and Compliance

i. A summary of the proposed potential program design for all major lines of coverage, including the rationale and the key strategies in evaluating and determining the optimum offerings for the Board.

ii. How often do the Respondent's key staff typically meet with clients and for what purposes? Describe the client interaction proposed under this Contract.

iii. How does the Respondent manage vendor (partner) relationships?

iv. Describe the underwriting and actuarial resources and expertise.

v. Describe any special analysis that would help the Respondent manage the District's programs.

vi. Describe the Respondent's experience assisting clients with complicated administrative issues and fostering positive resolution.

vii. In the Respondent's opinion, what are the two major challenges companies our size face, and how it will help the District meet these challenges?

viii. Describe the approach to ensuring the District's employee benefits programs remain compliant with all federal and state laws?

ix. Describe the Respondent's HIPAA compliance guidance and how client records are maintained in compliance with HIPAA security requirements.

x. Describe how legal guidance is provided, does the Respondent employ in-house legal advisors or outside counsel?

xi. Describe the Respondent's experience assisting clients with ACA and COBRA compliance.

xii. Describe the Respondent's experience assisting clients with Form 5500 and Summary Annual Report preparation.

xiii. Describe the Respondent's experience in benefits benchmarking, types of recommendations made, and how recommendations are communicated to clients.

2) Plan Sourcing and Selection

i. Describe the process for soliciting, evaluating, and selecting vendor partners.

ii. Describe the process for negotiating renewals, include examples of success in negotiating renewals.

iii. Describe how the Respondent plans to involve the District in the process and maintain transparency.

iv. Provide a proposed timeline to ensure plans are sourced and secured for Open Enrollment 2022.

3) Enrollment and Member Services

The Respondent shall describe its approach to communication and engagement, including:

- Soliciting employee feedback (using surveys or other means);
- How programs are communicated and promoted to Members;
- Sample communication and promotional materials
- Benefits of the programs to Members;

- Programs that foster employee wellness, including any proposed programs or tools;
- Client support for Open Enrollment and through the year;
- Approach to Benefit Fairs; and
- Enrollment support for new District employees.

4) Cost Containment

- The Respondent shall describe their approach to providing cost-effective offerings, including a detailed description of how costs are contained at the time of enrollment and with the annual renewals.
- The Respondent shall describe how they maintain independence from outside influence and act in their client's best interests, avoiding any conflict of interest (or perceived conflict of interest) with steering clients toward higher-commissioned carriers/products.

e. <u>TAB E</u> Implementation and Transition Plan (limit 25 pages)

To ensure complete and successful implementation of services, and a smooth transition to the Contract(s), the Successful Respondent shall provide a preliminary Implementation and Transition Plan (Plan). This Plan shall outline key activities that must be completed while working with the Board and the current contractor during a transition period. Each Respondent shall describe in detail their Plan for:

- Onboarding of resources;
- Implementing new services, by service area;
- Introduction to District stakeholders;
- Member communication and onboarding focused on minimizing the disruption of a transition to Members and their dependents; and
- Other required service operation transition services.

f. <u>TAB F</u> Additional Ideas for Improvement, Innovation, Cost Reduction, and Supplemental Materials (limit 35 pages)

In TAB F of its Reply, each Respondent is invited to elaborate on innovative solutions, additional ideas, pricing structures, or tools for service improvements that are not specifically addressed in TABs B – E but may be made available via the Respondent's offering and the potential benefits to the Board that each would bring. The District is interested in ideas or tools that will provide the highest level of performance and operational efficiencies. Each Respondent must describe, in detail, all additional features, capabilities, or services that it will provide in the additional features section. **Actual proposed pricing shall only be provided using Attachment I, Rate Information Sheet.**

3.2. Contents and Format of Cost Reply Submittals

Each Respondent shall complete and submit Attachment I, Rate Information Sheet, indicating pricing for the Contract's initial and renewal terms. The Rate Information Sheet shall **<u>NOT</u>** be

included in the Respondent's Technical Reply. The Cost Replies shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Respondent's Technical Replies; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Respondent's Reply, actual pricing shall only be included in the Cost Reply. Inclusion of price information in the Technical Reply may result in finding the Reply non-responsive. Cost points will be awarded based on Attachment I, as described in Section 3.3 of this ITN. The District may request that Respondents submit alternate pricing models during the Negotiation Phase of the ITN process.

Each Cost Reply shall include:

- Attachment I, Rate Information Sheet;
- Identify any preferences on alternative methods of compensation;
- Provide a detailed analysis of the fee build-up including allocated time and rates for service providers;
- Identify any proposed services that may be outside an agreed-upon fee and an estimate for those services, as applicable;
- Details regarding any proposed incentive plans; and
- The renewal rating process and methodology proposed, including the timeline of renewal calculations and offer.

3.3. Reply Evaluation and Negotiation Process

The ITN process is used to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Respondents with which the District may negotiate to receive the best value.

This process involves two (2) phases; the Evaluation Phase and the Negotiation Phase. After Replies are received, responsive Replies will be reviewed using the Evaluation Criteria, specified in Attachment IX, by an Evaluation Team designated by the District. Cost Replies will be evaluated by the LCS Purchasing Office using the Cost Evaluation Criteria on Attachment IX. Scores will be combined, establishing the Respondent's overall score (including the Technical and Cost Score). The overall scores will be reviewed to establish a competitive range of Replies reasonably susceptible of an award. The District, at its sole discretion, will determine which of those Respondents, if any, with which to proceed to the Negotiation Phase. After negotiations are conducted, the Board will award the contract to the Responsible Respondent who it determines will provide the best value to the Board, based on the Selection Criteria in this ITN.

a. <u>Evaluation Phase Methodology</u>

The designated Evaluation Team members will individually and independently review each Reply and evaluate each Reply on each of the following Technical Evaluation sections per the criteria included in Attachment IX.

Technical Evaluation Section	Available Points (scored by Evaluators)	Weight	Weighted Available Points
References and Prior Work Experience	1-5	10%	100

Technical Evaluation Section	Available Points (scored by Evaluators)	Weight	Weighted Available Points
Description of Solution and Innovation	1-5	10%	100
Benefits Management and Compliance Service Area Detail	1-5	20%	200
Plan Sourcing and Selection Service Area Detail	1-5	20%	200
Enrollment and Member Services Service Area Detail	1-5	20%	200
Cost Containment Service Area Detail	1-5	20%	200
	TOTAL	**100%**	**1,000**

Evaluation Team members will assign a score of 1–5 (using **no fractions or decimals)** to each Technical Evaluation Section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate).

The table below provides scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

Assessment	Scoring Guidelines	Evaluator Score
Poor	Reply fails to address the component or it does not describe any experience related to the component; **OR** Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria.	1
Marginal	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed, or are so limited that it results in a low degree of confidence in the Respondent's response or proposed offering; **OR** Reply meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential respects for the specific criteria.	2
Adequate	Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the District's needs for specific criteria.	3
Good	Reply more than adequately meets the minimum requirements, specification, or provision of the specific criteria, and exceeds those requirements in some respects for the specific criteria.	4
Excellent	Reply fully meets all requirements and exceeds several requirements, and exceeds the minimum requirements,	5

Assessment	Scoring Guidelines	Evaluator Score
	specifications, and provisions in most aspects for the specific criteria.	

The Technical Evaluation scores received from each Evaluation Team member will be multiplied by their assigned weight. For each Respondent's Reply, their Technical Reply scores from all Evaluation Team members will be averaged to obtain the Respondent's weighted Final Technical Evaluation Score. The District will combine the Respondent's Final Technical Reply Score and the Respondent's Final Cost Reply Score to determine the Respondent's Final Evaluation Score.

The Final Evaluation Scores for all Respondents will be used to rank the Replies (Reply with the highest score = 1, the second-highest = 2, etc.). The ranking of Replies will be used to establish a competitive range to determine which Respondents may be invited to participate in the Negotiation Phase. At the District's determination, Responsive Respondent(s) will be invited to the Negotiation Phase based upon their Final Evaluation Scores. Respondents are cautioned to propose the best possible offers in their initial Replies, as failing to do so may result in the Respondent not being selected to proceed to the Negotiation Phase.

b. <u>Negotiation Phase Methodology</u>

The District reserves the right to negotiate with any or all responsive and responsible Respondents, consecutively or concurrently, to determine the best value for a recommendation of award. During the Negotiation Phase, the District reserves the right to exercise the following rights. This list is not exhaustive.

1) Schedule additional negotiation sessions with any or all Responsive Respondents.
2) Require any or all Responsive Respondents to provide additional revised or final written Replies addressing specified topics.
3) Require any or all Responsive Respondents to provide a written Best and Final Offer (BAFO).
4) Require any or all Responsive Respondents to address services, prices, or conditions offered by any other vendor.
5) Pursue a Contract with one or more Responsive Respondents for the services sought in this ITN and any addenda thereto, and request additional, revised, or final BAFOs.
6) Pursue the division of Contracts between Responsive Respondents by plan type, geographic area, or both.
7) Arrive at an agreement with any Responsive Respondent, finalize principal Contract terms with such Respondent, and terminate negotiations with any or all other Respondents.
8) Decline to conduct further negotiations with any Respondent.
9) Re-open negotiations with any Respondent.

10) Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation when necessary and consistent with the terms of this solicitation.
11) Review and rely on relevant information contained in the Replies received from any Respondent.
12) Review and rely on relevant portions of the evaluations conducted.
13) Reject any and all Replies if the District determines such action is in the best interest of the District.
14) Negotiate simultaneously or separately with competing Respondents.
15) Accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the interested entities offering such portions.
16) Utilize subject matter experts, subject matter advisors, and multi-governmental entities advisors to assist the Negotiation Team.
17) Visit a site where the Respondent is currently providing goods or services, with or without inviting the Respondent to participate.

The District has sole discretion in deciding whether and when to take any of the foregoing actions, the scope, and manner of such actions, the Responsive Respondent(s) affected, and whether to provide concurrent public notice of such decision(s).

Before award, the District reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary for proper evaluation of Replies. Respondents that proceed to negotiations will be required to make a presentation/demonstration and may be required to provide additional references, an opportunity for a site visit, etc. The District reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations provided by the Respondent shall include a list of persons attending on behalf of the Respondent, a copy of the agenda, copies of all visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.

As part of the negotiation process, the District will review references as described in Section 3.2, a., and assess the extent of success of the projects associated with those references. The District also reserves the right to contact references provided, or not provided by the Respondent. Respondents may be required to provide additional references. The results of the reference checking may influence any final negotiations and selection of the Respondent.

The focus of the negotiations will be on achieving the solution that provides the best value to the District, based upon the selection criteria list below, and satisfies the District's primary goals as identified in Section 2.5 of this ITN.

Selection Criteria:

1) The Respondent's articulation of its overall approach to providing the requested services;
2) The innovation of the Respondent's approach to providing the services;
3) The Respondent's articulation of its solution and its ability to implement and execute the solution to meet the goals and objectives of this ITN;

4) The Respondent's demonstrated ability to provide comprehensive quality services cost-effectively and affordably;
5) The strength of the Respondent's network and the ability to provide Member services with minimal disruption;
6) The Respondent's experience in providing the services being procured and the maturity of its solution and offering;
7) How the Respondent's approach satisfies the goals identified herein;
8) The Respondent's approach to minimizing the risk to the District of future rate/price changes and the predictability of the renewal process; and
9) The value of the Respondent's proposed rates/pricing and any offered Value-Added Services.

In the Negotiation Phase, the Respondent's negotiators will meet with the District's designated Negotiation Team to negotiate rates/pricing/costs and Contract terms and conditions, as applicable to the services being procured through this ITN. By submitting a Reply, a Respondent agrees to be bound to the terms of Section 4 – Contract Terms and Conditions. Respondents should assume these terms will apply during the Contract term, but the District reserves the right to negotiate different terms, requirements, or compensation models, pricing, and conditions if the District determines that it provides the best value to the District or its Members.

c. <u>Final Selection and Notice of Intent to Award</u>

After the Negotiation Phase, the District will issue a written Request for Best and Final Offer(s) (RBAFO) to one or more of the Respondents with which negotiations were held.

At a minimum, based upon the negotiation process, BAFOs must contain:

1) A revised Description of Solution;
2) All negotiated terms and conditions; and
3) A final Cost Reply.

Each BAFO will be submitted to the District for review by the Negotiation Team. Thereafter, the Negotiation Team will meet in a public forum to determine which Offer constitutes the best value to the District, based upon the Selection Criteria. The District's Negotiation Team will then develop a recommendation of an award that will provide the best value. In so doing, the Negotiation Team is not required to score any Respondent's BAFO but will base their recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into the Negotiation phase, and the Negotiation Team will not be bound by any Evaluation Phase Scores. The Procurement Officer will prepare a report to the Leon County School Board regarding the recommendation of the Negotiation Team.

The District does not anticipate re-opening negotiations after receiving BAFOs but reserves the right to do so if it is in the best interest of the District.

The Notice of Recommended Award shall be publicly posted and the Negotiation Team will send its recommendation to the Board. The Board will make the final award decision whether to reject all replies or award the ITN to the Respondent(s) who provides the best value, based

on the Selection Criteria, taking into consideration the award recommended by the Negotiation Team.

3.4. Advertising Notice of Board Decision

As in any competitive solicitation, the Board shall advertise a public notice of Board action when the Board has decided on the outcome of the solicitation including, but not limited to, a decision to award a Contract, reject all Replies, or to cancel or withdraw the ITN.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

3.5. No Prior Involvement and Conflicts of Interest

Any Respondent who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity, is ineligible to participate in this solicitation.

Additionally, no Respondent shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Respondent. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Board. The Respondent shall have no interest, and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITN.

Certification and acceptance of this provision is incorporated in Attachment II, Required Provisions Certification.

3.6. Confidentiality, Proprietary, or Trade Secret Material

The District takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Respondent must also simultaneously provide the District with a separate redacted copy of its Reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Respondent submits its Reply to the solicitation, and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If

the Respondent fails to submit a Redacted Copy with its Reply, the District is authorized to produce the entire documents, data, or records submitted by the Respondent in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

3.7. Small Business Participation

The Board established the Small Business Development Program to support innovative race and gender-neutral strategies to promote small business participation per Board Policy 6325.

3.8. Local Business Preference

This ITN, in the evaluation phase, is subject to the local preference provisions specified in Board Policy 6450.

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SECTION 4: Contract Terms and Conditions

4.1. Contract Modifications

Unless otherwise stated in the Contract, modifications shall be valid only through the execution of a formal Contract amendment signed by both parties.

4.2. Travel Expenses

The District shall not be responsible for the payment of any travel expenses incurred by Respondents due to this ITN or Contract.

4.3. E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.gov/employers, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

4.4. Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this ITN. Anticipated subcontract agreements known at the time of Reply submission must be identified in the submitted Reply using Attachment VII, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property, shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood, and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

4.5. Background Screening Requirements

The Contractor shall comply with Sections 1012.315, 1012.32, and 1012.465, F.S., and Board Policy 8475, as applicable. All Contractor staff that will be entering school property while students are present are required to obtain a Level II background screening, which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI). The Contractor shall follow the Leon County School Board, Safety & Security procedures for obtaining employee background screenings. The Contractor shall bear all costs associated with background screening.

District Contact
Donald Kimbler
Leon County Schools Safety & Security
Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.
Phone: (850) 487-7293

4.6. Insurance

The Respondent shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Respondent and the District under any Contract resulting from this ITN. This shall include but is not limited to, workers' compensation, general liability, and property damage coverage. The District must be an additional named insured on the Respondent's insurance related to the Contract. Upon the execution of the Contract, the Contractor shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The District reserves the right to require additional insurance where appropriate.

If the Contractor is a State agency or subdivision, as defined in Section 768.28, F.S., the Contractor shall furnish the District, upon request, written verification of liability protection per Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

4.7. Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Respondent. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District, and may not be copied or removed by any employee of the Contractor's without express written permission of the District.

The Contractor, without exception, shall indemnify, and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due

to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement, and will afford the Contractor the full opportunity to defend the action, and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

4.8. Independent Contractor Status

The Successful Respondent shall be considered an independent contractor in the performance of its duties, and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

4.9. Contact with Students

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

4.10. Assignment

The Contractor shall not assign its responsibilities or interests to another party without the prior written approval of the District. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida, upon giving written notice to the Contractor.

4.11. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

4.12. Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

4.13. Reservation of Rights

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees, and of the general public which is served by the Board, either directly or indirectly, through these services.

4.14. Americans with Disabilities Act

The Respondent shall comply with the Americans with Disabilities Act (ADA). In the event of the Respondent's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be cancelled, terminated, or suspended in whole or in part, and the Respondent may be declared ineligible for further contracts.

4.15. Employment of District Personnel

The Contractor shall not knowingly engage, employ or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

4.16. Legal Requirements

The applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all Replies received in response to this ITN and shall govern any and all claims and disputes which may arise between a person(s) submitting a Reply hereto and the Leon County School Board, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

4.17. Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida

4.18. Default

If the awarded Respondent should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law and/or in equity.

4.19. Termination

a. Termination at Will

The Contract may be terminated by the District upon no less than 60 calendar days' notice and by the Contractor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

b. Termination for Cause

Performance issues will be handled per Section 2.8 of the ITN. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

c. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

d. Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

e. Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not limited to, the timely provision of all Contract-related documents, information, and reports, not otherwise protected from disclosure by law to the replacing party.

4.20. Public Records

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required to perform the service; (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as

otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (d) upon completion of the contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the Respondent for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Respondent to allow public access to all documents, papers, letters, or other material made or received by the Respondent in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

4.21. Indemnification

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

4.22. Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Assistant Superintendent of Business Services, or designee. The District's Assistant Superintendent of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

4.23. Scrutinized Companies Certification

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds $1,000,000 in total (not including renewal years), the Respondent certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under

Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Respondent agrees the Board may immediately terminate the Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Reply for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

4.24. Health Insurance Portability and Accountability Act (HIPAA)

The Respondent shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. 1320d-8), and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the Contractor's execution of this Contract.

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SECTION 5: Definitions

In this ITN, the following words and expressions have the definitions below, unless the context otherwise clearly leads to a different interpretation.

Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and District-observed holidays.
Compensation	Anything of value including fees, commissions, payments, loan, the forgiveness of a loan, transportation, lodging, food/beverage, dues, tickets, plants/flowers, personal services for which a fee is normally charged, gifts, and tangible or intangible property. This does not include non-monetary items under $25 such as pens or notepads from conferences.
Contract	The written agreement entered by the Board and Successful Bidder(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
Contract Manager	The District representative, or their designee, whose responsible for oversight of the resulting Contract including performance monitoring and certification of invoices for payment.
Day	A calendar day, unless otherwise noted.
Dependent(s)	The eligible spouse, child, or family member receiving benefits through a Member.
District/Board (LCS)	Leon County School District, with the Leon County School Board serving as the contracting entity
Mandatory Responsiveness Requirements	Terms, conditions, and requirements that must be met by the Respondent to be considered responsive to this solicitation.
Material Deviation(s)	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Respondent over other Respondents, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
Member(s)	An eligible LCS employee that has enrolled in an LCS-administered benefits plan.
Minor Irregularity	A variation from the requirements herein that does not give the Respondent a substantial competitive advantage or benefit not enjoyed by other Respondents and does not adversely impact the interests of the District.
Respondent	A legally qualified corporation, partnership, or other business entity that submits a Reply to the District in response to this ITN. This term differs from suppliers, which refers to the marketplace at large.
Responsible Respondent	A Respondent who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Reply	A Reply, submitted by a Responsible Respondent, which conforms to all material aspects of this ITN.
Subcontract	An agreement between the Contractor and any other person or organization, in which that person or organization agrees to perform any duties on the Bidder's behalf under the Contract. The Successful Respondent is not relieved of its duties under the Contract when it enters a Subcontract.

Successful Respondent(s) or Contractor	The Respondent(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this ITN.

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Attachment I
Rate Information Sheet

Each Respondent shall submit their commission rate **or** annual flat fee for each line of business listed in the table below. This rate represents the total annual compensation the Respondent will accept from carriers, subsidiaries, and any other affiliates for the proposed services, per line of business. These rates shall be inclusive of the services sought and defined in the ITN. Respondents submitting a commission rate rather than a flat fee will use the District's premiums from FY 2021/2022 to convert the commission rate to a dollar value for evaluation and scoring purposes. All cost assumptions should be detailed with the Respondent's Cost Reply, per Section 3.2.

Base Contract Term

Lines of Business	Commission Rate	x	Premiums (FY 20/21)	=	Est. Annual Compensation (using Commission Rate)	Annual Flat Fee
Health Insurance	_____%	x	$38,953,909	=	**(A)** $_____	**(B)** $_____
Group Life Insurance (Board-Paid)	_____%	x	$297,217	=	**(C)** $_____	**(D)** $_____
TOTAL ANNUAL COMPENSATION (Total of (either A or B) + (either C or D))						$_____

(Optional) Renewal Contract Term

Lines of Business	Commission Rate	x	Premiums (FY 20/21)	=	Est. Annual Compensation (using Commission Rate)	Annual Flat Fee
Health Insurance	_____%	x	$38,953,909	=	**(E)** $_____	**(F)** $_____
Group Life Insurance (Board-Paid)	_____%	x	$297,217	=	**(G)** $_____	**(H)** $_____
TOTAL ANNUAL COMPENSATION (Total of (either E or F) + (either G or H))						$_____

_____ _____ _____

Company Name **Authorized Representative (Signature)** **Date**

_____ _____

FEIN # **Authorized Representative (Printed)**

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Attachment II
Required Provisions Certifications

1. **Business/Corporate Experience**
   This is to certify that the Respondent has at least five (5) years, within the last 10 years, of business/corporate experience in providing benefits brokerage services to commercial or governmental clients, as described in this ITN.
2. **Prime Vendor**
   This is to certify that the Successful Respondent will act as the Prime Contractor to the District for all services provided under the Contract(s).
3. **Meets Legal Requirements**
   This is to certify that the Respondent's Reply and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).
4. **Good Standing**
   This is to certify that the Respondent is currently in good standing will all health insurance carriers referenced in Section 2.8 of the ITN.
5. **Business Licensing**
   This is to certify that the Respondent is currently licensed to operate as an Insurance Agency by the Florida Department of Financial Services and that the Respondent has disclosed in their Reply all suspensions, revocations, reviews of licensing, bankruptcies, judgements, or liens in the last five (5) years.
6. **Data Location**
   All data generated, used, or stored by the Respondent under the prospective Contract will reside and remain in the United States, and will not be transferred outside of the United States at any time.
7. **Federal Debarment**
   This is to certify that the Respondent, nor its principles, is currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.
8. **Conflict of Interest**
   Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Respondent whatsoever.
9. **Statement of No Inducement**
   This is to certify that no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Reply with regards to this ITN. Furthermore, this is to certify that the Reply contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Reply.
10. **Statement of Non-Disclosure**
    This is to certify that neither the rates contained in this Reply nor the approximate amount of this Reply has been disclosed before award, directly or indirectly, to any other Respondent or any competitor.

11. Statement of Non-Collusion

This is to certify that the rates and amounts in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such rates with any other Respondent or with any competitor and not to restrict competition. Replies that have pricing contingent on another Respondent's offer shall submit a joint Reply.

12. Scrutinized Companies Certification

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds $1,000,000.00 in total, not including renewal years, the Respondent certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Respondent agrees the District may immediately terminate the resulting Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or proposal for a contract, or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Respondent and acknowledges and affirms the statements above.

STATE OF FLORIDA _____ _____

COUNTY OF _____ **Authorized Representative (Print)** **Authorized Representative (Signature)**

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (Vendor Name).

_____
Notary Signature

(NOTARY SEAL) _____
Name of Notary (Typed, Printed, or Stamped)

Personally Known ___ OR Produced Identification ___ Type of Identification _____

Attachment III
Notice of Conflict of Interest

Company Name: _____

Solicitation Number: ITN 486-2022

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board. Respondents shall complete either Section 1 or Section 2.

Section I

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

_____ _____

Authorized Representative (Signature) **Authorized Representative (Print)**

Section 2

I hereby certify that the following named Leon County School Board official(s) and employee(s) have material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Reply Opening.

Name	Title/Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ _____

Authorized Representative (Signature) **Authorized Representative (Print)**

Attachment IV
Respondent Contact Information

The Respondent shall identify the contact information for solicitation and contractual purposes via the requested fields of the table below.

	For solicitation purposes, the Respondent's representative shall be:	For contractual purposes, should the Respondent be awarded, the Respondent's representative shall be:
Name:		
Title:		
Street Address:		
City, State, Zip code		
Telephone: (Office)		
Telephone: (Cell)		
Email:		

_____ _____ _____

Company Name **Authorized Representative (Signature)** **Date**

_____ _____

FEIN # **Authorized Representative (Printed)**

Attachment V
Respondent's Reference Form

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government agencies for whom the Respondent has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event, the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for the Respondent's Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2021. References shall not be given by:

- Persons employed by the District within the past three (3) years.
- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent's organization.
- Relatives of any of the above.

Additionally, the District reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance.

Respondent's Reference Form

Reference #1

Respondent Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Contact Phone: _____ **Alternate Contact Phone:** _____

Contract Performance Period: _____ **Location of Services:** _____

Brief description of the services performed for this reference:

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

_____
Notary Signature

(NOTARY SEAL) _____
Name of Notary (Typed, Printed, or Stamped)

Personally Known [____] **OR** Produced Identification [____] Type of Identification _____

Respondent's Reference Form

Respondent Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Contact Phone: _____ **Alternate Contact Phone:** _____

Contract Performance Period: _____ **Location of Services:** _____

Brief description of the services performed for this reference:

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

_____
Notary Signature

(NOTARY SEAL) _____
Name of Notary (Typed, Printed, or Stamped)

Personally Known [____] **OR** Produced Identification [____] Type of Identification _____

Respondent's Reference Form

Reference #3

Respondent Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Contact Phone: _____ **Alternate Contact Phone:** _____

Contract Performance Period: _____ **Location of Services:** _____

Brief description of the services performed for this reference:

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

_____
Notary Signature

(NOTARY SEAL) _____
Name of Notary (Typed, Printed, or Stamped)

Personally Known [____] **OR** Produced Identification [____] Type of Identification _____

Attachment VI
Local Preference Affidavit

To qualify for the Local Vendor Preference, a Respondent must be physically located in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Reply Opening. The Respondent, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

The Respondent affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

Please complete the following in support of the self-certification:

Respondent Name:

_____

Address: _____

County of Location: _____

Phone to Local Location: _____

Email: _____

Length of Time at this Location: _____ **# of Employees at this Location:** _____

Is your business certified as a small business enterprise through Leon County Schools? _____

STATE OF FLORIDA
COUNTY OF _____ _____ _____

Authorized Representative (Print) **Authorized Representative (Signature)**

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

_____
Notary Signature

(NOTARY SEAL) _____
Name of Notary (Typed, Printed, or Stamped)

Personally Known [____] **OR** Produced Identification [____] Type of Identification _____

Attachment VII
Subcontracting Form

The Respondent shall complete the information below on all subcontractors that will be providing services to the Respondent to meet the requirements of the Contract, should the Respondent be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s), but provides the District with information on proposed subcontractors for review.

Complete a <u>separate sheet</u> for each subcontractor.

Prime Respondent Name: _____

Type/Description of Goods or Service Subcontractor will provide:

_____

_____

Subcontractor Company Name: _____ FEIN: _____

Contact Person: _____ Contact Phone Number: _____

Address: _____

Email address: _____

Currently Registered as a Small Business with Leon County Schools? Yes _____ No _____

Local Respondent? Yes _____ No _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

Attachment IX
Evaluation Criteria

Technical Reply Evaluation Score (0 – 1,000 Points)

Experience and Ability to Provide Services

Evaluation of the Respondent's experience and ability to provide services will be based upon the information contained in its entire Reply, but primarily on the information contained in **TAB B**.

a. References

This section will be evaluated using, but not limited to, the following considerations:

1) How relevant are the services described in the Respondent's references to the services sought in this ITN?
2) How well do the references demonstrate the Respondent's satisfactory performance of contract services of similar size and scope to the services sought in this ITN?
3) How well do the references demonstrate the Respondent's ability to provide the requested services?
4) Are there any issues or concerns identified in the references relating to the Respondent's experience and ability to provide services?

b. Prior Work Experience

This section will be evaluated using, but not limited to, the following considerations:

1) Has the Respondent demonstrated in its Reply that it has experience in performing the requirements of contracts with similar size and scope as the services sought?
2) How well did the Respondent convey their ability to provide services as described in this ITN?
3) Does the Respondent have relevant commercial or governmental benefit brokerage and consulting experience?
4) Are there any issues or concerns identified regarding the Respondent's experience or ability to provide the services sought?

Description of Offering

Evaluation of the Respondent's proposed offering will be based upon the information contained in their entire Reply, but primarily on the information contained in **TAB C**. Replies will be evaluated using, but not limited to, the following considerations:

a. Demonstrates the Respondent's ability to effectively provide quality benefits brokerage and consulting services required by this ITN;
b. Maximizes operational efficiencies and supports the District's goals; and
c. Demonstrates a thorough, effective, and beneficial plan for the sourcing, selection, management, administration, and consulting services required through this ITN.
d. How well does the summary of the offering, and the explanation of why it is the best value for the District, address and meet the goals, needs, and expectations of the District and the Board?
e. How well does the Respondent demonstrate their understanding of the goals to be achieved via this ITN?

Service Area Detail Solution

Evaluation of each Respondent's service area detail solution will be based upon the information contained in **TABs D, F, and G** of a Respondent's Reply. Replies for each service area will be evaluated based on how well the offering operationally addresses the initial requirements described in Section 2, the benefits of the innovative solutions presented and how well they meet the District's goals, and how the Respondent's transition plan for each area minimizes the disruption to the Members and Dependents. Evaluation of this area will be based upon the information contained in **TAB D**. Replies given for each service area below will be evaluated for reasonableness, thoroughness, and viability in meeting initial requirements described in Section 2, Scope of Work, and the District's goals described in Section 2.5 of this ITN.

Cost Reply Evaluation Score (0 - 300 Points)

A total of up to 300 points may be awarded to a Respondent's Cost Reply.

1) **Maximum Cost Points**
   The Respondent submitting the lowest Grand Total Annual Compensation Rate for the Base Term will receive 200 points and lowest Grand Total Annual Compensation Rate the Renewal Term will receive 100 Cost Points. The two (2) scores will be added together for the total Cost Reply Score.

2) **Cost Reply Score**
   Cost Points are assigned to each Respondent based on the Cost Points allocated in 1), above, using Attachment I, Rate Information Sheet of its Reply. Cost Points will be determined using the formula below:

   1) Base Contract Term Cost Points (200 points)
   The Respondent submitting the lowest Grand Total Annual Compensation Rate will be awarded 200 points.

$$\frac{N}{(X)} \times 200 = BTCP$$

Where: **N** = Lowest Grand Total Annual Compensation Rate proposed by any Respondent
X =Respondent's Actual Grand Total Annual Compensation Rate
BTCP = Base Term Cost Points

   2) Renewal Contract Term Cost Points (100 points)
   The Respondent submitting the lowest Grand Total Annual Compensation Rate will be awarded 100 points.

$$\frac{N}{(X)} \times 100 = RTCP$$

Where: **N** = Lowest Grand Total Annual Compensation Rate proposed by any Respondent
X =Respondent's Actual Grand Total Annual Compensation Rate
RTCP = Renewal Term Cost Points

3) Total Cost Points (300 points)

BTCP + RTCP = Total Cost Points

Where: **BTCP** = Base Term Cost Points **RTCP** = Renewal Term Cost Points

Final Evaluation Score

The Reply Evaluation Score is the sum of the Respondent's weighted Technical Reply Evaluation Score (0 – 1,000 points) and Cost Reply Score (0 – 300 points).

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ADDENDUM #001
486-2022 Employee Benefits Brokerage and Consulting Services

Date: November 8, 2021

Solicitation: 486-2022 Employee Benefits Brokerage and Consulting Services

Replies Due: November 18, 2021, at 2:00 P.M. EST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Added or new language to the ITN is highlighted in yellow, while deleted language has been stricken.

This Addendum includes the following revisions:

Change No. 1:

A revision to Section 1.4(j)(3), Mandatory Responsiveness Criteria.

Section 1.4 (j)

3. The Respondent's Reply shall demonstrate that it has experience in providing benefits brokerage services to at least three (3) accounts of similar size and scope as the District ~~with 1,000 or more employees~~, preferably public sector;

This Addendum also includes the Board's written answers to the timely written questions received.
All referenced attachments are posted at: https://www.leonschools.net/Page/4411

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Responses to Written Questions
ITN 486-2022
Employee Benefits Brokerage & Consulting Services

Question	Answer
1. Can you please send me the current contract with the current vendor? The link in the ITN takes you to the previous RFQ.	The requested document is available at: https://www.leonschools.net/Page/4411
2. How should we note the compensation on the benefits other than Health and Life Insurance (outlined in Section 1.2.a) as we respond on the attachment I Rate information sheet?	Please include the compensation for other proposed benefits on a separate sheet and submit along with the Cost Reply.
3. Can you also tell us what the current annual commission total received by the current provider of these services is?	The total commission received by the current broker in the most recent plan year, October 1 – September 30, was approximately $450,000.
4. Regarding electronic submissions, does the District want five flash drives each (10 total) for the Technical and Cost proposals, or Technical copies 1-5 on one flash drive and Cost copies 1-5 on a second flash drive?	As detailed in Section 1.5 of the ITN, Respondents should include one flash drive for each physical copy of the Technical Reply and Cost Reply submitted, for a total of 5 flash drives of the Technical Reply and 5 flash drives of the Cost Reply. Additionally, if there is any confidential information included in the Technical or Cost Reply, one redacted version shall be included on a separate flash drive clearly marked as "Redacted <Technical or Cost> Reply." Only one flash drive of the redacted version is required for the Technical and the Cost Reply, as appropriate.
5. What wellness programs are currently in place?	Leon County Schools does not have an official wellness program; however, we do have a gym available to employees located at Lively Technical College.
6. Please provide the School Board's current contract with their broker including scope of services and fees/commissions.	Please see the answer to Question #1.
7. Are the current consultant's scope of services the same as the scope of services listed in the ITN?	No, there are some enhanced reporting requirements in this solicitation. For more specific differences, you may compare the ITN with the current contract for differences in scope. Please see the answer to Question #1.
8. How long has the current consultant provided services to Leon County Schools?	The current broker has been with Leon County Schools since May of 2007.
9. What is the current consulting fee?	Please see the answer to Question #1.
10. Does the current broker provide a call center? If so, a. Is there an additional fee? b. Does it include telephonic and email options year-round?	The current contractor provides telephonic and email support options year-round for no additional fee.
11. Do you currently receive reports as stated in the ITN?	The current contract does not have the same reporting requirements. As noted in the ITN document, the Board is interested in executing a contract that supports proactive communication and transparency.

12. Please provide the most recent claim reports for the past 36 months	The reports received from our current provider CHP have been marked as proprietary and confidential. Therefore, the District cannot release these reports per Section 119.0713, Florida Statutes. All other requested reports are available at: https://www.leonschools.net/Page/4411
13. Do you receive claim and utilization reports for dental, disability, etc.? If yes, please provide most recent reports.	Please see answer to Question #12
14. Please provide the most recent renewal, supporting documents and consultant recommendation.	Please see the answer to Question #1.
15. Is there a wellness program integrated with the health plans	Please see the answer to Question #5.
16. Please provide the most recent SBC for each health plan.	The requested documents are available at: https://www.leonschools.net/Page/4411
17. Is there a group Medicare plan offered to the retirees?	Yes, please see the current Benefits Guide referenced in Section 1.2 of the ITN.
18. Are the Cyclone Benefits System services a direct contract with the School Board? What is the cost?	No, the system is provided through the current benefits brokerage contract.
19. If your broker is providing / paying for this service does the broker receive a subsidy from the carriers?	Yes, the current broker maintains the contract for the system. The District's understanding is that the cost of the system is shared between a carrier and broker commissions.
20. Does your broker provide and pay for COBRA administration?	COBRA Administration is provided by a third party and paid for by the Board.
21. Per the ACA 85/15 rule for large groups, has the School Board received a medical loss ratio (MLR) rebate check from UHC during the past two years? If so, please advise the amounts received?	No, we have not.
22. Is the ACA annual reporting completed and reported manually or via a reporting system? Please provide details and cost.	ACA annual reporting is completed via a reporting system by the LCS Benefits Department. Employees are given a choice between paper and electronic 1095C forms. The cost for paper form is provided by the District.
23. Does the School Board receive wellness funds from Capital Health Partners? If so, what is the amount?	No, not related to employee wellness.
24. Does the School Board offer Medicare Retiree Plans?	Please see the answer to Question #17.
25. How many Medicare Retirees are on the School Boards employee group plan?	Currently there are 1,253 Medicare retirees on the LCS group plan, including their covered spouses.
26. Performance Reporting - Please provide the most recent report issued by the Contract Manager.	There have been no documented or formalized performance concerns with the current contractor issued by the District's Contract Manager.
27. Is the current Broker/Agent of Record, Hub International/RGV included in the ITN process and what is their role?	This is an ITN for benefits brokerage services. Our current contractor is welcome to participate in submitting a Reply for consideration. They have not been involved in the ITN process in any capacity.

28. How long has the current Broker/Agent of Record been providing services to LCS? Are there any satisfaction issues or concerns with the incumbent?	Please see the answer to Question #8 and #26.
29. Please confirm how the current Broker/Agent of Record is compensated, i.e. fees, commissions, or a combination of both? Are there additional fees paid to the Broker/Agent of Record? Please identify the current compensation arrangement in full.	Please see the answer to Question #1.
30. Are commissions currently built into all the products; if so, please identify by product below?	Below are the commissions per benefit offering: CHP Medical- 0.5% of premium Florid Blue Medical- 0.5% of premium Blue Dental Choice- 7.5 % of premium Avesis Vision- 10% of premium Standard Group Life- 10% of premium Standard Voluntary Life- 15% of premium Standard Long-Term Disability- 15% of premium Standard Short-Term Disability-15% of premium Standard Accident- 8% of premium Standard Critical Illness- 8% of premium Standard Hospital Indemnity- 6% of premium Chubb- 7% of premium LifeLock- 10% of premium
31. Is it your expectation that the awarded consultant will receive compensation via commission on all current products and newly added?	Please see Section 2.6 of the ITN. The Board is seeking innovative, creative, and economically efficient compensation models from Respondents.
32. Is your current Broker/Agent of Record providing the same services as listed in the Scope of Services of this ITN? How would you rate the current Broker/Agent of Record on a scale of 1 – 5, with 5 being very satisfied? Would you refer their services to another public employer of your size and complexity?	Please see the answer to Question #11. As we are currently engaged in an open procurement, it would not be appropriate for the Board to consider or provide recommendations. However, there have been no documented or formalized performance concerns with the current contractor, and they are invited to participate in this ITN by submitting a Reply for consideration.
33. Are there key drivers to this ITN other than what you have outlined, such as significant benefit changes or major benefit initiatives?	Please see Section 2.5 of the ITN for the Board's goals and objectives.

34. Since the medical plans, CHP and Florida Blue are currently fully funded, is the District looking to enhance/modify plans and consider alternative funding platforms to engage costs containments and savings or looking for premium rate reductions from current or other fully funded carriers?	While the Board is not currently interested in a self-funded model, we are looking to consider all innovative and creative solutions from interested vendors, including creative plans, rate structures, cost containment strategies, etc.
35. Please confirm the effective date for all insurance plans.	Please see Section 2.3 of the ITN for the coverage period sought by the District.
36. Please confirm the plan year for all types of insurance.	The plan year runs October 1st – September 30th of each year.
37. For retirees included in these services, please provide the number of retirees and explain how their premiums are collected/remitted and how they are enrolled in their benefit selections – paper or online?	Currently, the District has 1,954 retirees receiving coverage (not including their spouses). Premiums are collected through their retirement check or ACH. Retirees enroll in their benefits selections via paper with our Leon County Schools Retirement Analysts.
38. What enrollment or benefit admin. system is currently in place? How is the cost covered and are there any satisfaction concerns?	The District currently uses the Cyclone benefits administration system by Total Benefit Solutions (TBS). The current broker pays for the system. There are no satisfaction concerns.
39. Please describe your current enrollment process: enroller assisted, group meeting, etc. and timeframe?	New hires are enrolled through the current broker via telephone. During Open Enrollment, employees can self-enroll, contact the call center, or contact the broker's representative via telephone.
40. Please identify any outsourced services the current broker/agent of record provides and how is the cost covered– by District or by broker and what is the current cost?	Please see the answer to question #38. The current broker provides no other "outsourced" services.
41. Who will serve on the selection committee in evaluating submitted proposals to this ITN?	The ITN process includes both an Evaluation Team to review and score the initial Technical Replies and a Negotiation Team to conduct negotiations and make a recommendation for award. Members may serve on both teams. The District has not yet finalized the team members; however, they will represent expertise in the subject matter, business, negotiations, and finance, as deemed appropriate by the District.

Responses to Written Questions
ITN 486-2022
Employee Benefits Brokerage & Consulting Services

42. Please provide a participation census as follows (table format provided):			Please see the requested information in the table below.		
Type of Coverage	**Carrier(s)**	**Group/Individual**	**Commission**	**# of Enrolled Active Employees/Retirees**	**Annual Premium**
Medical	Florida Blue	Group	0.5%	67 Active/92 Retiree	$1,206,977.32
	Capital Health Plan (CHP)			2,846 Active/ 1,137 Retiree	$39,065,390.57
Vision	Avesis	Group	10%	1,453 Active	$167,391.44
Dental	Florida Combined Life	Group	7.5%	2,564 Active/ 838 Retiree	$1,953,150.47
Basic Life (covered by the Board)	The Standard	Group	10%	4,219 Active/ 1,186 Retiree	$435,271.75
Life & AD&D (Voluntary)	The Standard	Group	15%	1,026 Active	$361,937.50
Disability (STD/LTD)	The Standard	Group	15%	STD 698 Active	STD $235,710.68
				LTD 579 Active	LTD $104,742.72
Accident	The Standard	Group	8%	640 Active	$175,043.88
Critical Illness/Cancer	The Standard	Group	8%	746 Active	$214,095.60
Lifetime Benefit Term Life	CHUBB	Group	7%	58 Active	$39,500.92
Hospital Indemnity	The Standard	Group	6%	309 Active	$65,688.32
Identity Theft Protection	Lifelock	Group	10%	277 Active	$43,555.44
43. In Section 1.2.b, the link directed us to RFP 415-2018, but it did not contain the current contract. The link on the Leon County Purchasing site did the same. Can you upload the current contract?			Please see the answer to Question #1.		
44. If not included in the above contract, can you provide current commissions by line, including voluntary products?			Please see the answer to Question #30.		
45. In Section 2.4, Contract Terms, the initial term of the contract is stated as Three (1) years. Can you clarify? Does that mean it can be non-renewed in each of the first three years or is it a typo?			The intended initial term of the contract is three (3) years, meaning that the Board intends to sign a contract for three (3) years of services, unless terminated earlier based on a termination provision. After the initial three (3) year term, the Board may renew the contract for up to three (3) years or portions thereof.		
46. How long has LCS been with Capital Health Plan and Florida Blue?			The District has used Capital Health Plan as a carrier since 10/1/1986, and Florida Blue as a carrier since 10/1/2007.		
47. How often have you procured each line of coverage?			The District currently procures health insurance every three (3) years. Other lines of service are procured as needed.		

Responses to Written Questions
ITN 486-2022
Employee Benefits Brokerage & Consulting Services

48. Outside, the Selerix Cyclone technology and 15 page Benefits Guide, Please describe current the Open Enrollment process and Communication Strategy – i.e., meetings, collateral, etc.	The LCS Benefits Director sends multiple emails to District employees and posts all information on the District website. In addition, postcards are provided and mailed to the homes of our employees by the current broker. The LCS Benefits Director also calls the employee's phone number on file three different times during Open Enrollment.
49. Is Benefits Administration support required in connection with ITN? Similarly, is a medium consistent with BenefitSpot required?	Yes, Benefits Administration support is required. A medium consistent with BenefitSpot is not required; however, the District is open to new and innovative solutions.
50. Can you provide recent quarterly data trends/recommendations and reports outlined in Section 2.8.e?	No, these reports are not required in our current contract.
51. Is there a Benefits Committee and if so, how often do they meet?	Yes, the LCS Employee Benefits Committee meets annually, with more frequent meetings as needed.
52. How often would we support Board meetings and workshops?	Board meetings and benefits committee meetings are supported as needed, usually a few times a year.
53. Please confirm that the District's medical and dental programs are fully insured.	Yes, both programs are fully insured.
54. What is the current total enrollment in the Florida Blue plans versus the Capital Health plans?	**Active Employees (not including dependents)** Capital Health Plan (CHP) – 2,847 Florida Blue – 66 **Retirees (not including dependents)** CHP – 1,137 Florida Blue - 92
55. Please outline the current broker compensation and commission rates by line of coverage.	Please see the answer to Question #30.
56. Who currently prepares and distributes the annual required notices (Page 12 of RFP)? Are they currently mailed, emailed or posted to some intranet or district online enrollment system?	The current broker prepares the required annual notices. The District distributes them via email and postal mail.
57. Describe current wellness initiatives offered to members. Does the District receive carrier wellness funds or funding from current broker? If so, how much?	Please see the answer to Question #23.
58. Does District currently use enrollment/eligibility system? Which one? If not, how is open enrollment conducted each year? Is District open to option with enrollment system?	The District currently uses Selerix provided by Total Benefit Solutions. The District is open to options with the enrollment system.
59. How many representatives/enrollers are utilized for the District's annual open enrollment?	The current broker provides 1 or 2 enrollers; however, Total Benefit Solutions provides a call center.
60. Are there any district specific programs or networks currently utilized in addition to carrier coverage?	No.

Responses to Written Questions
ITN 486-2022
Employee Benefits Brokerage & Consulting Services

61. Does the District operate, or through a third-party clinic provider, offer medical services through an onsite or near-site employee health center?	While the District has partnered with the Florida Department of Health and third-party providers to provide staff with COVID-19 vaccines and testing, no other medical services are provided in a District-specific employee health center.
62. Page 19 Prior Work Experience – Please clarify what is meant by "census of those covered (broken out into members and dependents, active and retires, as applicable?" As agent/broker for over 100 governmental contracts, some of which are fully insured, retiree and dependent information may not be available in detail.	Please provide the available detail per Section 3.1 of the ITN. For requested information that the Respondent cannot provide, they should explain what information is unavailable and why.
63. Given that there are qualified firms like Capital Risk Management, that are local, creative, innovative, and tech savvy, and that have an in-depth knowledge of the industry and strong relationships with the carriers, would Leon County Schools ("LCS") consider amending the ITN to allow firms that service accounts smaller than the 1,000-employee (x3) accounts required under the Mandatory Responsiveness Criteria?	Please see Change #1 of the Addendum.
64. If my firm designates a trade secret in its reply, can LCS use that information even if my firm is not selected?	Information identified as trade secret or confidential will be handled following Section 119.0713, Florida Statutes.
65. Does LCS anticipate awarding multiple contracts; e.g., one for health and life, and one for dental, vision, and ancillary coverages?	Please see Section 2.3 of the ITN. Currently, the Board anticipates awarding a single contract; however, we reserve the right to award multiple contracts or reject all replies.
66. Will the awarded firm be expected to assist with Medicare enrollments?	No. Medicare enrollments are a collaboration between the carriers and the LCS Retirement Analysts.
67. How and when will the awarded firm be compensated initially? Will payment come from the carriers or LCS?	Respondents are required to submit compensation information with their Cost Reply. Innovative solutions and alternate compensation models may be submitted in Tab F of the Respondents' Reply. Any further discussions regarding compensation will occur during the Negotiation Phase of the ITN process.
68. Are there specific deficiencies in the performance of any of the health care companies servicing your population? Please explain.	There are no identified deficiencies with our current carriers; however, we are looking to expand and improve our benefits offerings specifically focusing on the goals and objectives detailed in Section 2.5 of the ITN.
69. Are there specific deficiencies in the performance of the incumbent broker? Please explain.	Please see the answers to Questions #28 and #32.
70. What are the current commission rates contracted per the chart in Attachment I on page 40 of the current RFP?	Please see the answer to Question #30.

ADDENDUM #002
486-2022 Employee Benefits Brokerage and Consulting Services

Date: November 17, 2021

Solicitation: 486-2022 Employee Benefits Brokerage and Consulting Services

Replies Due: November 18, 2021, at 2:00 P.M. EST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Added or new language to the ITN is highlighted in yellow, while deleted language has been stricken.

This Addendum includes the following revisions:

Change No. 1:

A revision to the ITN Timeline

Evaluation Team Meeting	~~November 29~~ December 1, 2021 at 2:00 p.m.	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303

ADDENDUM #003
486-2022 Employee Benefits Brokerage and Consulting Services

Date: November 29, 2021

Solicitation: 486-2022 Employee Benefits Brokerage and Consulting Services

Replies Due: November 18, 2021, at 2:00 P.M. EST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Added or new language to the ITN is highlighted in yellow, while deleted language has been stricken.

This Addendum includes the following revisions:

Change No. 1:

A revision to the ITN Timeline

Evaluation Team Meeting	~~December 1~~ December 7, 2021 at 2:00 p.m.	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303

ADDENDUM #004
486-2022 Employee Benefits Brokerage and Consulting Services

Date: March 17, 2022

Solicitation: 486-2022 Employee Benefits Brokerage and Consulting Services

Replies Due: November 18, 2021, at 2:00 P.M. EST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Please be advised that the changes below are applicable to the original specifications of the above-referenced solicitation. Added or new language to the ITN is highlighted in yellow, while deleted language has been stricken.

This Addendum includes the following revisions:

Change No. 1:

A revision to the ITN Timeline

Steps in the ITN process	Date and Time	Location (if applicable)
Negotiation Team Meeting	~~February 2022~~ March 23, 2022 at 2:30 p.m.	~~The meeting date and time will be posted at least seven (7) days prior to the meeting on the District's website at https://www.leonschools.net/Page/4411~~ Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Anticipated Date the District will Advertise its Notice of Board Decision	~~February 2022~~ April 2022	District Website https://www.leonschools.net/Page/4411

Request for Best and Final Offers (RBAFO)

ITN 486-2022

Employee Benefits Brokerage & Consulting Services

Request Issued:

March 9, 2022

Best and Final Offer (BAFO) Due:

March 16, 2022, by 2:00 p.m., Eastern Time

Procurement Officer:
June Kail
purchasing@leonschools.net

I. Introduction

This document serves as the District's Request for Best and Final Offers (RBAFO) from the Vendors participating in the negotiation phase of Invitation to Negotiate ITN 486-2022, Employee Benefits Brokerage & Consulting Services.

As per Section 3.3 of the ITN, each Vendor's BAFO will be reviewed by the District's Negotiation Team, for clarification and completeness regarding discussions that occurred during the negotiation phase. Each Vendor's BAFO shall include any relevant changes that were agreed upon in negotiations, as well as revised pricing and value-added goods and services that will provide the District with the information needed to determine the best value utilizing the Selection Criteria included in Section 3.3 of the ITN.

The District does not anticipate any further discussions with any Vendor subsequent to receiving BAFOs, but is not precluded from seeking clarification or additional information upon receipt of the BAFO.

If not addressed in a discussion during negotiations, all requirements in the original solicitation (ITN) and all subsequent Addenda remain in effect. However, the District has the right to make additional changes that do not materially affect the scope of services sought, as the ITN process specifically affords the District the flexibility to do so.

The Negotiation Team may disregard any submitted changes, revisions, exceptions, or deviations to the contract, and may proceed directly to a recommendation of award.

II. Contact with the District

Any contact with the District regarding this RBAFO should be made through the Procurement Officer listed in the ITN. Under no circumstances should Vendors or their representatives contact members of the District's Negotiation Team, the Superintendent, School Board members, or other District employees. Vendors are encouraged to ask the Procurement Officer, via email, any questions necessary to complete their BAFO timely.

III. Best and Final Offers (BAFO)

As a result of negotiations held pursuant to this solicitation, the District hereby requests a Best and Final Offer (BAFO) for final consideration prior to its award decision.

IV. Instructions for submission of BAFO

A. Each Vendor shall submit its BAFO via email to purchasing@leonschools.net no later than 2:00 p.m., Eastern Time, on March 16, 2022. BAFOs must be searchable PDF documents.

B. If a BAFO exceeds the file limit to submit via email, the Vendor must submit its response on two duplicate CDs, DVDs, or thumb drives to the Procurement Officer by the above-stated deadline either in person or via mail. Files received in this manner are also required to be searchable PDFs. Packages shall be sealed and clearly marked with the solicitation number, company name, due date, and time.

   If a Vendor is required to mail in their BAFO, it must be received at the address below by the date and time specified:

ATTN: June Kail
ITN 486-2022 BAFO
Leon County Schools
Purchasing Department
3397 W. Tharpe Street
Tallahassee, FL 32303

C. If the Vendor believes its BAFO contains information that is confidential, trade secret, or otherwise not subject to disclosure, it shall specifically mark the information that is considered confidential, trade secret, or proprietary on the original BAFO submission, and submit one (1) redacted electronic version of the BAFO in a searchable PDF format, along with the unredacted BAFO. The redacted version should be clearly marked in the title and on the document itself. The information contained on the redacted copy shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. In the event the District receives a public records request for this information, the District will respond to the request by providing a copy of the redacted version of the document(s) provided by the Vendor. The District will rely upon the Vendor submitting the redacted version to ensure the redacted version satisfies this requirement. If a redacted version is not submitted, and the Vendor participates in the ITN by submitting a BAFO response, then the Vendor explicitly authorizes the District to produce the documents, data, or records submitted by the Vendor in answer to a public records request for these records.

RESPONSES RECEIVED AFTER THE DATE AND TIME SPECIFIED MAY NOT BE CONSIDERED.

V. Format of the BAFO

Each BAFO received should include the following components:

A. **Executive Summary** to include an overview of the BAFO detailing the Vendor's service offering and pricing proposed., including 1) a written narrative of considerations and factors which account for the Vendor's pricing and value-added services, 2) a written narrative of value-added services which shall be provided to the District at no additional cost in detail sufficient to ascertain the Vendor's offered contract terms, and 3) a written narrative of clarifications and any alternatives or modifications discussed during the negotiation process.

B. **Service Areas Solutions** to include a full description of the Vendor's service delivery model, as it was stated in the Vendor's original ITN Reply, inclusive of changes or modifications discussed in negotiations which would be reflected in a subsequent Contract with the successful Vendor. This shall include acceptance of all Performance Measures and associated financial consequences, as negotiated. This section shall also include final proposals relating to staffing, implementation, and transition of services, if applicable.

C. **Rate Information Sheet** to include revised rates, as indicated using Attachment I, Rate Information Sheet, and specifying any additional pricing models discussed in negotiations. This pricing should represent the best price the Vendor is willing to offer to the District and shall include a detailed description of any assumptions impacting price in this section.*****

D. **Pricing Details** to include all commissions, bonuses', additional fees, etc. collected from carriers in relation to the business covered by this ITN. The Vendor shall also provide the contracted commission rates they intend to take for the voluntary benefits.

E. **Value-added Services** to include any additional ideas for improvement or cost reduction, additional commodities or additional services, which the Vendor will provide to the District at no additional cost(s). *****

*****Vendors are not constrained to prices and value-added goods and services discussed in negotiations. Instead, Vendors are encouraged to provide the best possible offering based on their understanding of the District's priorities.

VI. BAFO Review and Award

After receipt of the BAFO, the Vendor's BAFO will be reviewed by the District's Negotiation Team. If no additional negotiations or clarifications are required, the team will meet to determine a recommendation. The meeting is open to the public and will be publicly noticed on the LCS Purchasing Department website (https://www.leonschools.net/Page/4411). The District will prepare a summary report of the negotiation process and the Negotiation Team's recommended award. This recommendation will be presented to the Leon County School Board, in accordance with Section 3.3 of the ITN. Once finalized, the District will post its Agency Decision on the LCS Purchasing Department website (https://www.leonschools.net/Page/4411).

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ATTACHMENT I

Rate Information Sheet

Each Respondent shall submit their commission rate **or** annual flat fee for each line of business listed in the table below. This rate represents the total annual compensation the Respondent will accept from carriers, subsidiaries, and any other affiliates for the proposed services, per line of business. These rates shall be inclusive of the services sought and defined in the ITN. Respondents submitting a commission rate rather than a flat fee will use the District's premiums from FY 2021/2022 to convert the commission rate to a dollar value for evaluation and scoring purposes. All cost assumptions should be detailed with the Respondent's Cost Reply, per Section 3.2 of the ITN.

Base Contract Term

Lines of Business	Commission Rate	x	Premiums (FY 20/21)	=	Est. Annual Compensation (using Commission Rate)	Annual Flat Fee
Health Insurance	_____%	x	$38,953,909	=	**(A)** $_____	**(B)** $_____
Group Life Insurance (Board-Paid)	_____%	x	$297,217	=	**(C)** $_____	**(D)** $_____
TOTAL ANNUAL COMPENSATION (Total of (either A or B) + (either C or D))						$_____

(Optional) Renewal Contract Term

Lines of Business	Commission Rate	x	Premiums (FY 20/21)	=	Est. Annual Compensation (using Commission Rate)	Annual Flat Fee
Health Insurance	_____%	x	$38,953,909	=	**(E)** $_____	**(F)** $_____
Group Life Insurance (Board-Paid)	_____%	x	$297,217	=	**(G)** $_____	**(H)** $_____
TOTAL ANNUAL COMPENSATION (Total of (either E or F) + (either G or H))						$_____

_____ _____ _____
Company Name **Authorized Representative (Signature)** **Date**

_____ _____
FEIN # **Authorized Representative (Printed)**

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Leon County School District

Employee Benefits Brokerage & Consulting Services

ITN NO: 486-2022

Submitted by:

Bart Gunter, President
HUB Public Risk, Inc.
1117 Thomasville Road
Tallahassee, Florida 32303
(850) 545-5880
Bart.gunter@hubinternational.com

November 18, 2021

Table of Contents

TAB A Overview (limit 15 pages)

1) Cover Letter

A cover letter on the Respondent's letterhead with contact information and the name and signature of the representative of the responding organization, authorized to legally obligate the Respondent to provide the services requested. If the Respondent is a subsidiary company, the name of the parent company shall be included. Finally, the cover letter must state that the Respondent agrees to provide the services as described in their Reply and the ITN;

HUB Public Risk, Inc.
A division of HUB International

1117 Thomasville Road
Tallahassee, Florida 32303
Toll-free:1-800-893-7242

hubinternational.com

Attn: June Kail
Procurement Officer
Purchasing Department
Leon County Schools
3397 West Tharpe Street
Tallahassee, Florida 32303

Re: Employee Benefits Brokerage & Consulting Services- Invitation to Negotiate # 486-2022

Dear Ms. Kail,

It is a privilege to serve as the Agent/Broker for the Leon County School District. We have achieved a number of successes together and look forward to the opportunity to continuing our professional relationship with the District.

HUB Public Risk, a wholly owned subsidiary of HUB International, submits this Transmittal Letter complete with this proposal in response to the Leon County Schools District's invitation to respond to ITN# 486-2022 for Employee Benefits Brokerage & Consulting Services. HUB Public Risk is uniquely qualified to serve as your Benefits Consultant because of the breadth, depth, and expertise of our consultants, investment in our specialty practices, and our dedicated focus on public entity customers. As the 5th largest broker in the world, these specialty resources, specifically described in this proposal at no additional costs, are the differential between us and the other competing brokers.

HUB Public Risk understands the General Conditions, Detailed Specifications, and Estimated Timeline presented in this Request for Qualifications and fully complies with its specifications, terms and conditions to serve as the School District's Benefits Consultant. The attached proposal demonstrates the HUB Public Risk Team not only meets but exceeds the expectations presented. If we have the honor of continuing to serve as your Benefits Consultant, we will approach the relationship with a clean slate, yet understanding the District's rich history, and will work diligently to develop a 3–5-year strategic plan to continue to maximize the value of the Leon County School District's benefit program.

To be an employer of choice, it is crucial that Leon County School District offer a robust, complete, and competitive health program for your employees – and it is our job as your Benefits Consultant

to help you achieve this objective. We recognize that the historical strategies that have served the District so well over the years should consistently be evaluated and critically reviewed and it is our goal to ensure this strategic planning occurs. HUB Public Risk owns a unique position within our market in that we have roots in the Big Bend region and understand the nuances that come with that, yet we also bring forth the consultative strength of a top 5 worldwide broker. This allows us to not only understand the specific healthcare needs and expectations of those living in this region, but to objectively assess what is best for our clients by leveraging our strengths in underwriting, data analytics, pharmacy consulting, compliance, and a host of other specialties. To that end, we have already initiated a full-blown review of the current Leon County School District benefit program and are excited to share some initial findings with you through this ITN. We view this as a first step towards developing this 3–5-year strategy. Our independence is our strength and allows us to place the District in the best possible program for all your employees.

Specifically, as it relates to School Districts/public programs, HUB understands the budget constraints, the need to be creative in providing enhanced benefits within those budgets, and most importantly a transparent method of developing cost projections and achieving them each year. HUB has accomplished this for its government/public clients by combining best in class vendor partnerships to integrate with Third Party Administrators to create better outcomes, and then partnering with data mining resources to create an independent validation of outcomes. From carving out pharmacy benefits to implementing meaningful workforce productivity solutions, HUB has developed innovative solutions to manage costs in the complex world of healthcare. As you'll notice, our references, and many of the examples of successes in our work are from those government/public clients, many within our Big Bend region.

Our experience in this market segment shows us that one of the challenges in working with school districts are the multiple bargaining units involved in diverse employee pools. HUB Public Risk has years of experience working collaboratively with labor/management committees and explaining benefits options and processes for their review. We have worked with school districts to provide seminars, educational experiences and communication pieces to explain these changes in coverage and price in the benefits program. These unions include the Florida Education Association (teachers) and multiple local affiliates as well as local education staff service associations (bus drivers, cafeteria and maintenance workers). The Affordable Care Act provided an opportunity to communicate and educate all of these partners on the new rules and options in benefits for their members.

We do not want to be just another vendor/consultant to the Leon County School District. Instead, we want to be an extension of your HR/Benefits Department, a trusted and creative advisor, the "Go To" call you make when you need assistance. It is our goal to continue to earn your trust to be called a Trusted Advisor/Partner.

We look forward to the opportunity to discussing these areas and more in detail and learning how we can better support the Leon County School District. We sincerely thank you for the opportunity to present the HUB Public Risk difference as a strategic partner and consultant in ensuring the District's benefits program success.

Sincerely,

Bart D. Gunter

Bart Gunter
President HUB Public Risk
1117 Thomasville Road
Tallahassee, Florida 32303, Bart.Gunter@hubinternational.com/ (850)386-1111

2) Executive Summary

An executive summary of the Respondent's Reply. The executive summary will describe the overall solution, cost methodology, assumptions, and innovative ideas the Respondent proposes in a concise and meaningful manner. No pricing information is to be included in the executive summary;

A competitive employee benefits program is a critical element in attracting and retaining top employees. Staying on top of rising healthcare costs while quickly adapting to workforce changes can challenge any organization. As your Benefits Consultant, HUB Public Risk helps ensure that the District thrives long-term by developing an employee benefits strategy that addresses today's issues and ensures tomorrow's goals are achieved. Health insurance and benefits costs are one of the School Districts largest expenses and it is our goal to build a strategic benefits plan to optimize your benefits spending. We will work with the District to build a 3–5-year strategic blueprint that clearly defines the strategies which will drive the desired result. As part of this strategic planning, we focus on the key levers that will optimize your program including plan design, funding (fully vs self-insured), pharmacy review, employee contributions, market leverage, compliance, and health and wellness. As your consultant, our team and specialty practice leaders will create plans in the areas of design benchmarking, data and analytics, health and performance, compliance, communications, pharmacy consulting, employee population analysis, and COVID-19 resources. As your Trusted Advisor, we look for improvements in managing risk, establishing pricing and plan designs, monitoring claims, analyzing data, and assisting in regulatory filings. Our account management team will act as an extension of your Human Resources department. The full services for consulting, actuarial, and broker duties are all inclusive within the proposed commission structure offered by HUB Public Risk. There are no additional costs for services outlined in this proposal.

We take a consultative approach (*not* a transactional approach) to meet our clients' needs—one that revolves around the creation of the 3–5-year strategy to achieve defined goals. Each segment of our multi-year strategy is anchored by our Specialty Practices. The leaders in each of our specialty practices serve as Subject Matter Experts (SMEs) as well as being experts in their field. Their strategic consulting is informed by experience and their knowledge of the latest market trends.

Using a process-first approach, our consultants guide organizations from identifying issues to developing solutions throughout the strategic planning process. Each specialty practice will have input into the multi-year strategic plan that HUB account teams develop based on an organization's unique objectives, population and datasets. **REDACTED**

The 6 Components of Multi-Year Employee Benefits Strategy

Cost Management
For most of our clients, employee benefits are the second largest operating expense after payroll. We take a strategic approach to managing that expense that identifies the medical plan funding model that is best for each of our clients—based on their plan experience, tolerance for financial risk, and overall benefits goals—and adapts and customizes that model to create a plan that meets employee needs. **REDACTED**

Compliance Consulting
Our compliance consulting activities help our clients avoid the penalties and business disruption that come with failure to comply with the federal and state regulations that govern employee benefits plans under HIPAA, COBRA, the ACA, and IRS regulations.

Employee Engagement
Employee engagement is fundamental to plan success and the achievement of strategic goals. HUB deploys expert Communication & Design practitioners to prepare and deliver employee education and communication programs and materials to drive better understanding and appreciation of their benefits programs.

Health & Performance
Employee health affects benefits costs in the long term and productivity in the near term. HUB's Health & Performance practice provides general guidance on available no- and low-cost public and carrier-sponsored programs to address the complex relationship between employee health and performance. The Health & Performance Consultants assigned to each client develop and deliver customized wellness strategies and assist with year-round communication and execution.

HR Technology Solutions
New technologies are available to automate much of the hard work associated with HR and benefits administration. HUB helps clients take advantage of the potential time and cost savings through regional Technology Practice Leaders who assist in identifying needs and recommending the system or systems that will meet current and future payroll, HRIS, timekeeping, onboarding, and ACA reporting requirements.

Client Advocacy
Advocacy is at the very heart of the HUB value proposition. Our consulting teams provide hands-on support to HR and finance staff responsible for managing the annual benefits renewal and strategy development processes, regular education services and timely information on the emerging issues and innovative developments in the benefits industry. And our consultants provide in-depth knowledge of benefit plans and specialized assistance to both HR and employees with claims and cases that warrant escalated attention.

By virtue of the number of public sector and educational clients that HUB has, we have created a "vertical" within our organization that specifically addresses these clients. Known in Florida as "HUB Public Risk", the thought leaders within this vertical interact with national leaders to share ideas and resources to advance the goals of our clients. Those resources include (but are continually being refined and enhanced):

1. **Compliance** – Being a public entity the District has different standards and public accountabilities. Our proactive approach through compliance is the key protection to the District's brand.

2. **Benchmarking** – The ability to stratify cost and benefit data across multiple geographic areas to determine performance compared to "best practices"

3. **Vendor Resources** – HUB has access to markets that are municipality and education friendly, having deep experience in the contract and performance standards that are expected in these areas

4. **Revenue/Funding Expertise** – HUB understands the dynamic nature of public funding and tracks that information though our legislative contacts and considers them in any future guidance given to clients

5. **Employee Communication** – HUB understands that schools operate outside of traditional business hours/openings and tailors educational topics to be easily digested as part of larger Continuing Learning sessions that educators undergo

3) Financial Interest

Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III, Section 2. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Reply Opening.

Attachment III
Notice of Conflict of Interest

Company Name: HUB Public Risk, Inc.

Solicitation Number: ITN 486-2022

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board. Respondents shall complete either Section 1 or Section 2.

Section I

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

Authorized Representative (Signature)	Bart Gunter **Authorized Representative (Print)**

Section 2

I hereby certify that the following named Leon County School Board official(s) and employee(s) have material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Reply Opening.

Name	Title/Position	Date of Filing

Authorized Representative (Signature)	Bart Gunter **Authorized Representative (Print)**

4) Required Forms

Respondents shall complete the following forms, as appropriate, and include them in TAB A.

• The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;

Attachment II
Required Provisions Certifications

1. **Business/Corporate Experience**
   This is to certify that the Respondent has at least five (5) years, within the last 10 years, of business/corporate experience in providing benefits brokerage services to commercial or governmental clients, as described in this ITN.
2. **Prime Vendor**
   This is to certify that the Successful Respondent will act as the Prime Contractor to the District for all services provided under the Contract(s).
3. **Meets Legal Requirements**
   This is to certify that the Respondent's Reply and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).
4. **Good Standing**
   This is to certify that the Respondent is currently in good standing will all health insurance carriers referenced in Section 2.8 of the ITN.
5. **Business Licensing**
   This is to certify that the Respondent is currently licensed to operate as an Insurance Agency by the Florida Department of Financial Services and that the Respondent has disclosed in their Reply all suspensions, revocations, reviews of licensing, bankruptcies, judgements, or liens in the last five (5) years.
6. **Data Location**
   All data generated, used, or stored by the Respondent under the prospective Contract will reside and remain in the United States, and will not be transferred outside of the United States at any time.
7. **Federal Debarment**
   This is to certify that the Respondent, nor its principles, is currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.
8. **Conflict of Interest**
   Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Respondent whatsoever.
9. **Statement of No Inducement**
   This is to certify that no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Reply with regards to this ITN. Furthermore, this is to certify that the Reply contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Reply.
10. **Statement of Non-Disclosure**
    This is to certify that neither the rates contained in this Reply nor the approximate amount of this Reply has been disclosed before award, directly or indirectly, to any other Respondent or any competitor.

11. Statement of Non-Collusion

This is to certify that the rates and amounts in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such rates with any other Respondent or with any competitor and not to restrict competition. Replies that have pricing contingent on another Respondent's offer shall submit a joint Reply.

12. Scrutinized Companies Certification

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds $1,000,000.00 in total, not including renewal years, the Respondent certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Respondent agrees the District may immediately terminate the resulting Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or proposal for a contract, or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Respondent and acknowledges and affirms the statements above.

STATE OF FLORIDA

COUNTY OF Leon

Bart Gunter — **Authorized Representative (Print)**

Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of [☑] physical presence or [ ] online notarization this 18th day of November, 2021, by Bart Gunter (name of authorized representative) as President (position title) for HUB Public Risk, Inc. (Vendor Name).

ALEXIS PHILLIPS
MY COMMISSION # GG 365087
EXPIRES: December 10, 2023
Bonded Thru Notary Public Underwriters

(NOTARY SEAL)

Alexis Phillips
Notary Signature

Alexis Phillips
Name of Notary (Typed, Printed, or Stamped)

Personally Known ✓ OR Produced Identification ___ Type of Identification _____

• Documentation from the Florida Department of Financial Services supporting active licensure as an Insurance Agency;

HUB Public Risk, Inc. is authorized to conduct business in the State of Florida. Please see our State of Florida license, Tax ID and Sunbiz information below:

Agency License: L105803

Tax ID: 35-0672425

HUB Public Risk- Sunbiz Doc Number: P18000082024

FLORIDA DEPARTMENT of FINANCIAL SERVICES

HUB PUBLIC RISK INC

1117 THOMASVILLE ROAD
TALLAHASSEE FL 32308

Agency License Number L105803

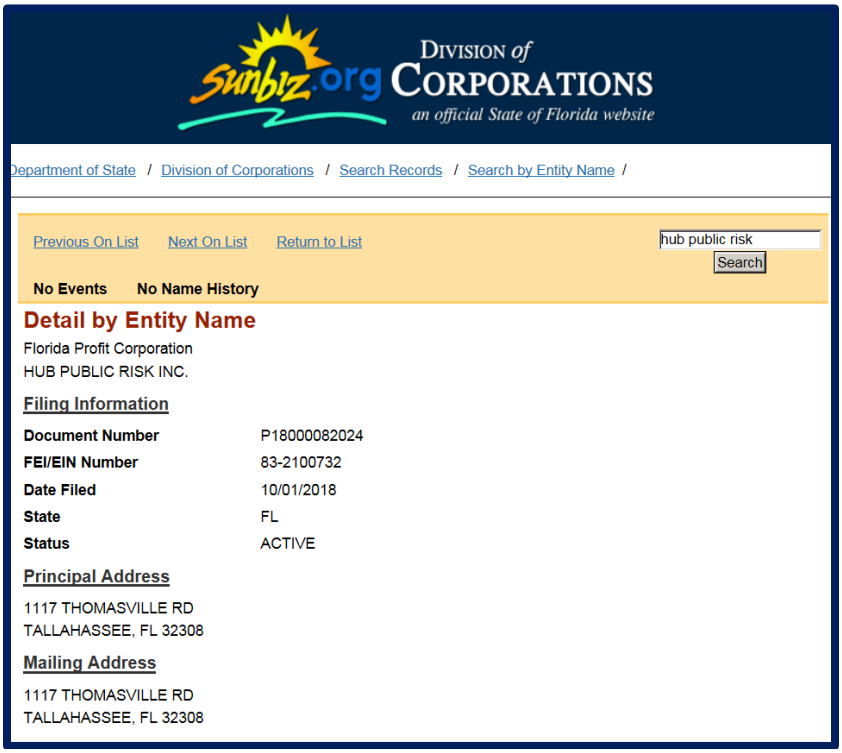
Location Number: 319165

Issued On 06/19/2019

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida



Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List

hub public risk
Search

No Events **No Name History**

Detail by Entity Name

Florida Profit Corporation
HUB PUBLIC RISK INC.

Filing Information

Document Number	P18000082024
FEI/EIN Number	83-2100732
Date Filed	10/01/2018
State	FL
Status	ACTIVE

Principal Address

1117 THOMASVILLE RD
TALLAHASSEE, FL 32308

Mailing Address

1117 THOMASVILLE RD
TALLAHASSEE, FL 32308

• Completed Application for Vendor Status*, and associated forms (https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf);

HUB Public Risk, Inc. has completed the Vendor Application and Submitted.

• Attachment III, Notice of Conflict of Interest;

Attachment III
Notice of Conflict of Interest

Company Name: HUB Public Risk, Inc.

Solicitation Number: ITN 486-2022

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board. Respondents shall complete either Section 1 or Section 2.

Section I

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

Bart Gunter

Authorized Representative (Signature) **Authorized Representative (Print)**

Section 2

I hereby certify that the following named Leon County School Board official(s) and employee(s) have material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Reply Opening.

Name	Title/Position	Date of Filing

Bart Gunter

Authorized Representative (Signature) **Authorized Representative (Print)**

- **Attachment IV, Vendor Contact Information; and**

Attachment IV
Respondent Contact Information

The Respondent shall identify the contact information for solicitation and contractual purposes via the requested fields of the table below.

	For solicitation purposes, the Respondent's representative shall be:	For contractual purposes, should the Respondent be awarded, the Respondent's representative shall be:
Name:	Bart Gunter	Bart Gunter
Title:	President	President
Street Address:	1117 Thomasville Road	117 Thomasville Road
City, State, Zip code	Tallahassee, Florida 32303	Tallahassee, Florida 32303
Telephone: (Office)	(850) 386-1111	(850) 386-1111
Telephone: (Cell)	(850) 545-5880	(850) 545-5880
Email:	bart.gunter@hubinternational.com	bart.gunter@hubinternational.com

HUB Public Risk, Inc. — **Company Name**

Bart Gunter — **Authorized Representative (Signature)**

11/18/21 — **Date**

83-2100732 — **FEIN #**

Bart Gunter — **Authorized Representative (Printed)**

• The completed, notarized, Attachment VI, Local Preference Affidavit.

***Please note, if the Vendor is already registered with the District, it does not need to submit another application.**

Attachment VI
Local Preference Affidavit

To qualify for the Local Vendor Preference, a Respondent must be physically located in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Reply Opening. The Respondent, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

The Respondent affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450.

Please complete the following in support of the self-certification:

Respondent Name: HUB Public Risk, Inc.

Address: 1117 Thomasville Road, Tallahassee, Florida 32303

County of Location: Leon

Phone to Local Location: (850) 386-1111

Email: bart.gunter@hubinternational.com

Length of Time at this Location: 22 years **# of Employees at this Location:** 25

Is your business certified as a small business enterprise through Leon County Schools? No

STATE OF FLORIDA
COUNTY OF Leon

Bart Gunter — **Authorized Representative (Print)**

Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization this 18th day of November, 2021, by Bart Gunter (name of authorized representative) as President (position title) for HUB Public Risk, Inc. (company name).

Alexis Phillips
Notary Signature

(NOTARY SEAL)

Alexis Phillips
Name of Notary (Typed, Printed, or Stamped)

Personally Known [✓] **OR** Produced Identification [ ] Type of Identification _____

ALEXIS PHILLIPS
MY COMMISSION # GG 365067
EXPIRES: December 10, 2023
Bonded Thru Notary Public Underwriters

TAB B Experience and Organization (limit 50 pages)

1) References

Vendor Reference Form
Attachment V
ITN 486-2022
Employee Benefits Brokerage and Consulting Services

Respondent's Reference Form

Reference #1

Respondent Name: Calcasieu Parish Sheriff Tony Mancuso

Reference Company Name: Chairman, Louisiana Sheriff's Association Insurance Advisory Committee

Address: 1175 Nicholson Drive, Baton Rouge, LA 70802

Primary Contact Person: Tony Mancuso **Alternate Contact Person:** Gary Bennett

Primary Contact Phone: 337-491-3720 **Alternate Contact Phone:** 225-336-0343

Contract Performance Period: 2011 - Present **Location of Services:** Louisiana

Brief description of the services performed for this reference:

HUB and their team advise the LSA Insurance Advisory Committee and give us recommendations to best serve our 11,000 members throughout the state. These services include:

1. Data Mining - Use of third party software to mine Blue Cross claims data and identify ROI on partner programs and to identify emerging claims trends.
2. Wellness Strategy - Dedicated Wellness Consultant that curates vendors and monitors parishes throughout the state to ensure tracking with reward programs as well has manages the vendors and ensures that performance guarantees are met.
3. Actuarial Testing and Strategic Plan Design Evaluaiton - Sets and evaluates IBNR during the year and at renewal, including calculating the renewal.
4. Communication and Design - Develops multi-channel media (Print, Electronic, Video) to effectively communicate critical benefits information to members throughout the state.
5. Compliance - Conducts HIPAA training, plan document review, monthly compliance newsletters and Zooms when critical compliance items arise.
6. Outcomes - Over the past five years, the average cost increase has been less than 3%, with no increases in the past two years.

The foregoing instrument was acknowledged before me by ~~means of~~ [✓] physical presence or [_] online notarization this 11th day of November, 20 21, by Tony Mancuso (name of authorized representative) as Chairman, LSA Insurance Advisory Committee (position title) for Louisiana Sheriff's Association (company name).

Heather Michelle Simon
Notary Signature

(NOTARY SEAL)

Heather Michelle Simon, 054298
Name of Notary (Typed, Printed, or Stamped)

Personally Known [✓] **OR** Produced Identification [____] Type of Identification _____

Respondent's Reference Form

Respondent Name: Vickie Lewis

Reference Company Name: City of Panama City

Address: 501 Harrison Ave, Panama City FL 32401

Primary Contact Person: Vickie Lewis **Alternate Contact Person:** _____

Primary Contact Phone: (850) 814-6815(C) (850) 872-3013(Desk) **Alternate Contact Phone:** _____

Contract Performance Period: Ongoing **Location of Services:** Panama City

Brief description of the services performed for this reference:

Agent for health, dental, vision, life, disability, FSA, Etc.

Excellent resource. We have found HUB to be a strong partner and they bring resources to the table with immense value. I have worked in HR/Benefits for over 20 years and HUB is at the top of my self-insured partnership experiences. Very team member focused with strong knowledge & integrity

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 25 day of October, 2021, by Victoria Lewis (name of authorized representative) as Asst HR Director (position title) for City of Panama City (company name).

Sandra Childress
Notary Signature

(NOTARY SEAL) Notary Public State of Florida Sandra E Childress My Commission HH 096973 Expires 02/24/2025
Name of Notary (Typed, Printed, Or Stamped)

Personally Known [X] **OR** Produced Identification [ ] Type of Identification _____

Respondent's Reference Form

Reference #3

Respondent Name: Angela O'Reilly

Reference Company Name: Florida Bankers Health Consortium

Address: 300 Primera Blvd. Suite 140 Lake Mary FL 32746

Primary Contact Person: Angela OReilly **Alternate Contact Person:** Greg Nelson

Primary Contact Phone: 941-726-5226 **Alternate Contact Phone:** 352-360-4053

Contract Performance Period: January 2011 **Location of Services:** Florida

Brief description of the services performed for this reference:

The consortium has been working with Scott Millson and HUB since 2011. They assisted us in moving from a fully insured program to a self insured program. HUB writes our Stop Loss coverage and RX carveout. Most recently we have been working on cost containment programs, Scott Millson is a consultant for the Board of Trustees for the plan, we have been very satisfied with his service. Angela O'Reilly 10/22/2021

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 22nd day of October, 2021, by Angela O'Reilly (name of authorized representative) as President/ CEO (position title) for _____ (company name).

CAROLEE RICHENDOLLAR
MY COMMISSION #GG219558
EXPIRES: MAY 20, 2022
Bonded through 1st State Insurance

Carolee Richendollar
Notary Signature

(NOTARY SEAL)

Carolee Richendollar
Name of Notary (Typed, Printed, or Stamped)

Personally Known [✓] **OR** Produced Identification [____] Type of Identification _____

Respondent's Reference Form

Respondent Name: Nyla Davis

Reference Company Name: Tallahassee Community College

Address: 444 Appleyard Drive, Tallahassee, Florida, 32304

Primary Contact Person: Nyla Davis **Alternate Contact Person:** Sandy Martin

Primary Contact Phone: 850.201.6048 **Alternate Contact Phone:** 850.201.8021

Contract Performance Period: 7/2018 - current **Location of Services:** Tallahassee, Florida

Brief description of the services performed for this reference:

The Hub International serves as Tallahassee Community College's agent of record for all employee benefits. The Hub works with our benefit providers and negotiate rates and benefit options. Additionally, The Hub works with our Benefits team to assist with bill reconciliation, customer service with benefit issues and benefit education for the TCC employee population.

The Hub International is wonderful to work with and have provided a personalized experience for TCC. We have definitely been pleased with their services.

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [_] online notarization this 26 day of October, 2021, by Nyla Davis (name of authorized representative) as HR Director (position title) for TCC (company name).

BARBARA D. IVEY
Commission # HH 131182
Expires June 6, 2025
Bonded Thru Budget Notary Services
(NOTARY SEAL)

Barbara D. Ivey
Notary Signature

Barbara D. Ivey
Name of Notary (Typed, Printed, or Stamped)

Personally Known [✓] **OR** Produced Identification [____] Type of Identification _____

Respondent's Reference Form

Respondent Name: Randy Beach

Reference Company Name: Wakulla County School Board

Address: 69 Arran Rd, Crawfordville, FL 323276

Primary Contact Person: Randy Beach **Alternate Contact Person:** Sharon Lewis

Primary Contact Phone: 850-926-0104 **Alternate Contact Phone:** 850-926-0105

Contract Performance Period: April 2014 - Current **Location of Services:** Crawfordville, Florida

Brief description of the services performed for this reference:

Insurance Broker for all employee benefits including health,dental, vision, and life. Also, assists as requested with our Section 125 open enrollment and maintains a local office to assist the District and employees on various matters related to employee benefit programs.

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization this 27th day of OCTOBER, 2021, by RANDY BEACH (name of authorized representative) as CHIEF FINANCIAL OFFICER (position title) for WAKULLA COUNTY SCHOOL BOARD (company name).

Sharon Lewis
Notary Signature

SHARON LEWIS
Commission # GG 308230
Expires April 21, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known [X] **OR** Produced Identification [____] Type of Identification _____

2) Prior Work Experience

i. Narrative/Record of Past Experience

As indicated in Section 1.4(j) of this ITN, it is a Mandatory Responsiveness Requirement that the Respondent has at least five (5) years of experience within the last 10 years in providing benefits brokerage services to commercial or governmental clients, preferably public sector. Details of the Respondent's experience that meets this requirement shall be provided in narrative form and with enough detail for the District to determine its complexity and relevance. Specifically, a Respondent shall include:

HUB International (HUB) began with the merger of 11 independent, privately held insurance brokers in Canada in 1998. We acquired our first US broker/consultant in Chicago that year and moved global headquarters to Chicago soon thereafter. Today, we continue to grow both organically and through acquisition. We are the largest privately held broker in the US, and the fifth largest broker in the world.

Our firm places a unique focus on Employee Benefits. Our approach to employee benefits transforms the insurance purchasing pattern from annual and episodic to a long-term strategic decision. Our client benefit solutions increase employee health and productivity while lowering absenteeism. We guide employers from merely treating disease to improving population health and wellbeing. We empower clients with the ability to move from managing insurance as an expense to optimizing their investment. The lasting result—lower total costs.

HUB Public Risk has years of experience working collaboratively with labor/management committees and explaining benefits options and processes for their review. We do not want to be just another vendor/consultant to the. Instead, we want to be an extension of your HR/Benefits Department, a trusted advisor, the "Go To" call you make when you need assistance.

A description of experience providing services similar in nature to the services sought in this ITN;

HUB's noteworthy qualifications as a potential service provider to you are our experts, our tools and our approach.

Our team of experts come from major consultancies and are the best and brightest in their field. HUB's ability to attract and retain top talent makes us singular among other large brokerages. Since 2013, we have steadily acquired and retained talent; growing from the ninth largest broker in 2013 to our current position as fifth largest broker. HUB's value is to create long-lasting relationships with existing carriers and vet new carriers. With new insurance carriers, we examine credit ratings, service models and products. We compare them with competitors prior reviewing them in a client marketing and seek to identify what differentiates each carrier from the market at-large. Our Subject Matter Experts are well versed in the markets and can "ask the right questions" of new insurance carriers in your favor. Our HUB experts also sit on National advisory councils with major carriers and providers to take the pulse of the market, but also to shape it to better our customers. Our experts contribute internally by cascading the ideas and Best Practices to our teams, including two semi-annual meetings with consultants from around the country.

REDACTED

Our approach at HUB is to acquire boutiques who excel at a specific vertical or specialty to round out our services. We seek to challenge the status quo with strategic think-tanks and SWAT teams to develop new solutions that are leading edge for our customers and aimed at solving healthcare without tremendous disruption.

We want you to think about your employee benefits as a long-term, strategic decision versus an annual, episodic event. This gives you the ability to move from managing insurance as an expense to optimizing the investment. The lasting results: lower total costs and improved employee performance.

In the ever-changing employee benefits landscape, we realize that our role as "Broker/Consultant" has evolved beyond exclusively managing our client's insurance programs. Our goal is to act as an extension of your Human Resources Department and emphasize the importance of employer and employee education and communication.

From our consulting, to claims management, to customer service, HUB is committed to providing a full range of services to our clients. We understand that our consistency and focus on a client's needs is what has helped us to build long-standing relationships with our clients and their individual members. HUB uses a number of resources to customize our client services based on the individual group's wants and needs. While we understand that the renewal/negotiation period is a vital role of HUB, our services stretch far beyond the renewal process. We differentiate ourselves from the competition with our ability to bring Fortune 500 solutions to the middle market as a true benefits adviser and consultant.

Many of our clients have a need for Human Resources assistance ranging from simple advice to payroll/HRIS services and consultation. We provide our clients with several expert HR resources allowing clients to more easily navigate HR issues and potentially eliminate the need for additional HR staff. A division of HUB called HR Consulting specializes in HRIS consulting and related change management services.

Our range of insurance expertise and value-added services delivers a complete, custom solution for all of your needs including exposure analysis, retention analysis, claims analysis, loss control,

compliance, education, training, communications and policy/program development.

At HUB International, we know well that there are a unique set of rules and culture that apply to public entities. It's important to partner with a consulting team who has significant experience working with public sector employers and employees—and there are few, if any, consultants in the state who can match the municipal experience of your HUB service team.

Example (approximately 650 enrolled). This neighboring panhandle City selected us as broker/consultant in January 2016 and told us they wanted to change their effective date to 10/01. So, in less than 10 months we knew we had to complete our assessment process and renew the account. We completed the process and found they had been overpaying the PCORI fees for the ACA for two years and we were able to get the IRS to refund $44,484 back to the City. We also found that they had been ill-advised regarding their FSA and $180,000 was being held and it was the City's money. We negotiated two additional years to their Wellness council contributions of $50,000 through the year 2020. We provided council and advice to the City, Port, and Airport on setting up the ACA compliance measure for the IRS, 1094 and 1095 forms. Finally, we negotiated an alternative quote for the City's Stop Loss coverage for a $76,032 savings at renewal. Not a bad 10 months of work and this City was very pleased.

Example (approximately 4700 enrolled) Recently a local public entity was out of compliance with the ACA because a number of their benefit eligible employees were part time low paid. The CHP/Florida Blue dual option plan was platinum level coverage negotiated by their respected unions. The problem was the cost of the plan put the employer in jeopardy of a $3000 penalty multiplied by hundreds of employees because of the ACA shared responsibility provision. Because of our professional relationships, for the first time in the 33-year history of CHP and Florida Blue we were able to persuade executive leadership at CHP and Florida Blue to un-blend the dual health plan option and add a third high deductible plan that met ACA compliance. We then were successful in educating the unions as to why this additional plan was an asset for their members, especially in regard to options for family coverage.

The specific length of time the Respondent has provided similar services, and where services were provided;

Over the last 15 years, we have worked with a number of school districts providing council training and education seminars. HUB's value proposition is our founding principle—our strong belief that small- and mid-sized Public entities should have full access to the same kinds of employee benefits plans that Fortune 500 companies enjoy—plans that are scoped, scaled, and tailored to their unique circumstances. We are dedicated to delivering that value to every one of our clients.

• All current or prior (active within the last three (3) years) federal, state, or government contracts for the provision of related services, including a description of the specific services provided, census of those covered (broken out into members and dependents, active and retired, as applicable);

Client Name	Description of services provided	Census	Contact
School Board of Madison County Broker of Record since 2019	Proshare Arrangement/Partially Self-Funded-Medical, Dental, Vision, Group Life and Voluntary Life. Our services include plan design, consultation, issue resolution and enrollment coordination. We have work closely with leadership on compliance strategic planning and support, renewal, and benefit analysis.	365 lives Active-309 Active Dependents-148 Retirees-229 Retirees Dependents-80	Shirley D. Joseph, Superintendent of Schools 850-973-1530 Shirley.joseph@mcsbfl.us
Wakulla County School District Broker of Record since 2014	Fully Insured HUB Public Risk has served as the agent of record since 2014 for medical, dental, group life, voluntary life and vision for active and retirees. HUB has consulted on ACA, COBRA and has been a constant resource for both the school board and school employees. HUB International also provides a dedicated consulting team that gives our clients access to professionals in Compliance strategic planning and support, marketing, renewal and benefits analysis, workforce productivity and technology resource management.	823 lives Active-699 Active Dependents-357 Retirees-265 Retirees Dependents-110	Randy Beach, CFO 850-926-0104 Randall.Beach@wcsb.us

Leon County School District Broker of Record since 2007	Fully Insured-Medical, Dental, Vision, Group Life, Voluntary Life, Disability, Accident, Critical Illness, Hospital Indemnity, and Identity Theft. HUB Public Risk has served as the agent of record since 2007 for medical, dental, vision, group life, voluntary life, disability, cancer, critical illness and various other voluntary products. Our services have included plan design, consultation, daily eligibility management, issue resolution (vendor, billing and contract) and monitoring of Benefits Communication, Enrollment website and coordination of open enrollment activities. HUB International also provides a dedicated consulting team that gives our clients access to professionals in Compliance strategic planning and support, marketing, renewal and benefits analysis, workforce productivity and technology resource management.	5000 lives Active-2924 Active Dependents-2370 Retirees-968 Retirees Dependents-255	Pam Faulkner, Director of Benefits & Retirement 850-487-7150 faulknerp@leonschools.net
Tallahassee Community College Broker of Record since 2018	Fully Insured-Medical, Dental, Vision, Group Life, Voluntary Life, Disability, Accident, Cancer, Critical Illness and Hospital Indemnity HUB Public Risk has served as agent of record since 2018 for medical dental, vision, group life, voluntary life, disability, cancer and critical illness. Our services included plan design, consultation, Benefit Communication materials for TCC Benefits website and assist with annual Benefit Fair for employees held on campus.	1082 lives Active-562 Active Dependents-142 Retirees-159 Retirees Dependents-38	Nyla Davis, Human Resource Director 850-201-6048 davisn@tcc.fl.edu

City of Panama City **Broker of Record since 2015**	Self-Funded-Medical, Dental, Vision, Group Life, Voluntary Life, Long Term and Short-Term Disability and Voluntary products. HUB has been the agent of record since 2018. The City was a self-funded Health Plan that was in existence when HUB took over the account. After a full analysis by HUB's in-house actuarial team, a new stop-loss carrier was added that brought more value to the City. HUB continues to offer annual reports with the support of the Administrator of the medical plan and the stop-loss carrier, as well as HUB's in-house Financial Team. We currently have annual compliance meetings in person or via Zoom meetings directed by our Chief Compliance Officer Carrie Cherveny and the City's HR Team and City Manager. During COVID 19, HUB Compliance team has supported the City with regulatory updates through, webinars, emails and conference calls. HUB's Technology Leader, Margaret Godwin worked with the City's HR team to add a full on-line enrollment and Benefits Communication system in 2020. HUB provides annual enrollment communication materials such as post cards, posters and employee Benefit Guides for Open Enrollment.	600 lives Active-532 Active Dependents-532 Retirees-325 Retirees Dependents-120	Cheryl Furr, Human Resource Director 850-872-3014 cfurr@pcgov.org

• All current or prior (active within the last three (3) years) school district contracts for the provision of related services, including a description of the specific services provided and the census of those covered (broken out into members and dependents, active and retired, as applicable);

Client Name	Description of services provided	Census	Contact
School Board of Madison County Broker of Record since 2019	Proshare Arrangement/Partially Self-Funded-Medical, Dental, Vision, Group Life and Voluntary Life. Our services include plan design, consultation, issue resolution and enrollment coordination. We have work closely with leadership on compliance strategic planning and support, renewal, and benefit analysis.	365 lives Active-309 Active Dependents-148 Retirees-229 Retirees Dependents-80	Shirley D. Joseph, Superintendent of Schools 850-973-1530 Shirley.joseph@mcsbfl.us
Wakulla County School District Broker of Record since 2014	Fully Insured HUB Public Risk has served as the agent of record since 2014 for medical, dental, group life, voluntary life and vision for active and retirees. HUB has consulted on ACA, COBRA and has been a constant resource for both the school board and school employees. HUB International also provides a dedicated consulting team that gives our clients access to professionals in Compliance strategic planning and support, marketing, renewal and benefits analysis, workforce productivity and technology resource management.	823 lives Active-699 Active Dependents- Retirees-265 Retirees Dependents-	Randy Beach, CFO 850-926-0104 Randall.Beach@wcsb.us

Leon County School District Broker of Record since 2007	Fully Insured-Medical, Dental, Vision, Group Life, Voluntary Life, Disability, Accident, Critical Illness, Hospital Indemnity, and Identity Theft. HUB Public Risk has served as the agent of record since 2007 for medical, dental, vision, group life, voluntary life, disability, cancer, critical illness, and various other voluntary products. Our services have included plan design, consultation, daily eligibility management, issue resolution (vendor, billing and contract) and monitoring of Benefits Communication, Enrollment website and coordination of open enrollment activities. HUB International also provides a dedicated consulting team that gives our clients access to professionals in Compliance strategic planning and support, marketing, renewal and benefits analysis, workforce productivity and technology resource management.	5000 lives Active-2924 Active Dependents-2370 Retirees-968 Retirees Dependents-255	Pam Faulkner, Director of Benefits & Retirement 850-487-7150 faulknerp@leonschools.net

• A narrative summary of contract performance in all of the above-identified contracts, self-disclosing any identified performance deficiencies and the assessment of financial consequences or liquidated damages;

HUB Public Risk has received no performance deficiencies or assessment of financial consequences or liquidated damages from any of our Public/Governmental accounts. Of all of the Public Risk accounts we have written in the last 15 years, we are still the Agent of Record in good standing with all accounts.

• The name(s), telephone number(s), and address(es) for the specified federal, State, or government contract manager(s);

Please see the list of Reference above for names, address, and telephone numbers of HR/Benefit Manager

• A summary of any exemplary or qualitative findings, recommendations, or other validations, which demonstrate operational experience. (i.e., specialized accreditation, grant awards, etc.); and

Our leaders at every level belong to the premiere insurance and employee benefits councils nationwide to better advocate for our clients and to be at the forefront of innovative employee benefits solutions.

National EB Leadership		
Name	Role	National Membership
Mike Barone	North America President, Employee Benefits	Council of Insurance Agents and Brokers (CIAB), Aetna, CIGNA, Anthem, UHC, Mutual of Omaha
Linda Keller	National Practice Leader, Employee Benefits	Aetna National Advisory Council (ANAC), Anthem Advisory Council, UHC Advisory Council, Guardian Advisory Board
Jeff Faber	Chief Strategy Officer, Employee Benefits	Aetna, United Healthcare, HCSC (BCBS IL), and Aetna Innovation sub-council
South Region EB Leadership		
Shelly Williams	President, Employee Benefits South Region	UHC Advisory Council, Blue Sales Council, Guardian National Council
Scott Millson	President, Employee Benefits Florida	UHC Advisory Council
Aeron Lucas	Practice Leader, Employee Benefits TN	Humana National Council
Stephen LeGrone	Practice Leader, Employee Benefits Carolina	Blue Cross Advisory Council

As a result of our top-tier carrier relationships and as an example of how we leverage those relationships for our customers, HUB's claims escalation process is both efficient and effective. Our claims escalation process ensures an employee's claim is resolved in a timely and effective manner. HUB's Benefits Advocate Team works closely with the employee, carrier partner, and healthcare provider for the best resolution. Our team is experienced in managing complex claim issues, and we work towards a favorable outcome. When your employee is faced with an escalated claim issue, our team will be there for them and will act as their advocate.

Here's an example of our HUB Benefits Advocate Team claims escalation experience:

> *An employee of a newly acquired company was diagnosed with cancer two months after coming onto the new employer Critical Illness plan, which he did not previously have access to at the former company. The cancer claim was flagged for Pre-Existing, and the claim was denied. The HUB Benefits Advocate Team made multiple calls to providers, healthcare providers, and the carrier to obtain the necessary documentation to prove there was no previous knowledge of this health condition. The carrier reopened the denied claim and reviewed the documents provided by HUB Benefits Advocate Team and overturned the denial of the claim. At the request of HUB, the carrier expedite the check processing and overnight his $15,000 Critical Illness check to the employee.*

To the extent the carrier makes claim reporting available and to ensure you have the best Claims data available to you, HUB provides access to:

- Monthly or quarterly claims reports (including fees or premiums paid, claims paid, and large claimant analysis)
- Quarterly utilization reports and analysis

While all Clients at HUB profit by our analysis of the health benefit plan and program design, your team, in particular, has significant experience in this area. Typical responsibilities and analysis we have conducted for a health plan which shares claim information and with at least 450 participants include:

- Monthly and Quarterly Claims Reporting
- Plan Utilization Analysis and Benchmarking
- Benefit and Contribution Benchmarking
- Health Care Reform and Impact Analysis
- Budget Forecasting and Projections
- Plan Design Modeling and Cost Savings
- Consumer-Driven Health Plan Analysis
- Establishment of Cobra Rates
- Health Clinic Feasibility Analysis
- Employee Benefits Survey Analysis

Licensing, Designations and Continuing Education

We require our Employee Benefits account executives to be licensed in Life, Accident & Health insurance, and encourage licensure in Property and Casualty lines to promote a holistic appreciation of organization-wide risk management. Many of our professionals have achieved professional designations, such as Certified Employee Benefit Specialists (CEBS), Registered Health Underwriter (RHU), and also active members in organizations such as the Society for Human Resources Management (SHRM) and National Association of Health Underwriters (NAHU).

We provide a variety of seminars, webinars and carrier education meetings to position our associates on the cutting edge of today's dynamic insurance market, and our corporate training department offers a rich curriculum to sharpen technical skill, promote personal growth, and ensure compliance.

Examples include:

- Bi-weekly ongoing compliance training via webinar conference calls with our Compliance attorney
- Annual HIPPA Training for our entire employee benefits division
- Continuing Education for Certifications (i.e.: PHR, RHU, Wellness)
- Internal mentoring by members of the Leadership Team
- Carrier-Sponsored Trainings regarding industry topics and trends
- Priority Management Training

A list of all contracts within the last five (5) years that were terminated before the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination. ii. Stability

HUB Public Risk does not have any terminated contracts.

Respondents shall identify any suspension, revocation, or review of the Respondent's licensure in the last five (5) years.

HUB Public Risk does not have any suspensions, revocations, or review of licensing.

Respondents shall also disclose any bankruptcies, judgements, or liens within the last five (5) years.

HUB Public Risk does not have any bankruptcies, judgements, or leans.

iii. Disputes

Respondents shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in

(i) identification by the contract customer that the Respondent was in default or breach of a duty under the contract or not performing obligations as required under the Contract;

HUB Public Risk is not in default or breach of duty under any contract or found to not be performing obligations on any contract.

(ii) the issuance of a notice of default or breach;

HUB Public Risk has not been issued a default or breach.

(iii) **(iii) the institution of any judicial or quasi-judicial action against the Respondent as a result of the alleged default or defect in performance;**

HUB Public Risk does not have any judicial or quasi-judicial actions against them to report.

(iv) **or (iv) the assessment of any fines, liquidated damages, or financial consequences. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.**

HUB Public Risk does not have any fines, liquidated damages, or financial consequences to report.

iv. Subcontractor Information

If the Respondent plans to use subcontractors to provide any performance under the Contract, the Respondent shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

Attachment VII

Subcontracting Form

The Respondent shall complete the information below on all subcontractors that will be providing services to the Respondent to meet the requirements of the Contract, should the Respondent be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s), but provides the District with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Prime Respondent Name: Total Benefit Solutions/Kelly Talkmitt

Type/Description of Goods or Service Subcontractor will provide:
Employee Benefit Communication and eligibility mangement

Subcontractor Company Name: Total Benefit Solutions FEIN: 22-3863828

Contact Person: Kelly Talkmitt Contact Phone Number: 806-783-9653

Address: 2527 86th Street, Lubbock, Texas 79423

Email address: ktalkmitt@tbsins.net

Currently Registered as a Small Business with Leon County Schools? Yes _____ No no

Local Respondent? Yes _____ No no

In a job description format, identify the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

Total Benefit Solutions is a benefit communication company that does the following
1)Product evaluation

2)Eligibility management including record keeping of all current coverages, adds, change, deletes and new hires

3)Construction and maintainance of Benefits Administration platform for eligibility and electronic file feeds to all insurance carriers and payroll

4)HR and Benefits support including enrollment assistance during open enrollment and new hires

Attachment VII
Subcontracting Form

The Respondent shall complete the information below on all subcontractors that will be providing services to the Respondent to meet the requirements of the Contract, should the Respondent be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s), but provides the District with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Prime Respondent Name: Milliman

Type/Description of Goods or Service Subcontractor will provide:

Independent, self-insured assessment, actuarial services

Subcontractor Company Name: Milliman FEIN: 91-0675641

Contact Person: Jacob Evans Contact Phone Number: 402-384-5726

Address: 18205 Capitol Avenue, Suite 400, Omaha, NE 68022

Email address: jacob.evans@millman.com

Currently Registered as a Small Business with Leon County Schools? Yes _____ No X

Local Respondent? Yes _____ No X

In a job description format, identify the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

Milliman is an independent risk management and benefits consulting firm. Milliman was retained by HUB Public Risk, Inc. to perform an objective assessment of Leon County School District's current fully-insured benefits program to determine the feasibility of transitioning to a self- funded program.

REDACTED

We engaged TBS back in 2019 to satisfy a stated need and as identified by HUB and Leon County. Our Technology Practice Team Leader met with Leon County and completed a thorough

discovery process, providing recommendations for three Benefit Administrative/Enrollment website vendors in January of 2019. We lead the LCSD team through a vendor vetting process, including additional discovery calls, and demonstrations by the vendors. We negotiated pricing, and contracts with the vendors, and the client chose to move forward with Cyclone through Total Benefits Solution (TBS). We also conducted project oversight of their implementation, attending their implementation calls, guiding the client through best practices, assisting the vendor with any

information on the client they needed, and ensuring all feeds were set up once open enrollment was completed, and some were done before open enrollment started.

Since that time, the HUB team has assisted each year as a conduit between the client and TBS, assisting when, necessary with regular items that arise while using benefits administration, and annually by providing TBS with the information they need for open enrollment.

The Total Benefits Solutions team provides the following support to the District Open Enrollment and Benefits Communications.

- Customized platform build, changed annually to meet client's expectations of the new plan year theme.

- All employee correspondence is coordinated with the new plan year theme. This would include the following:
-
    1) Pre-Enrollment Current Benefit Summary email with full instructions on how to enroll.
    2) Multiple customized "Reminder to Enroll" emails are sent throughout the Open Enrollment Period.
    3) Ongoing daily audits done during Open Enrollment regarding pending coverages requiring Evidence of Insurability from the employee. Individual emails are sent to remind the employee that their pending benefit requires underwriting.

- The platform is a single portal that houses all employee data and benefit enrollments where employees can view their personal information at any time. It allows employees to access the platform in a self-serve capacity or they can use our bi-lingual call center in a counselor assisted manner, giving the employee multiple ways to enroll and view their benefits. Customized educational material is updated annually and included in the enrollment experience.
- After Open Enrollment, case wrap-up and audit procedures are completed to ensure accurate data is provided to the carriers and to the group for payroll deductions. Including the build of custom reports at client request
- Open enrollment files are sent to all carriers immediately following the Post-Open Enrollment audits for enrollment processing.
- An open enrollment file is sent to the group's payroll department and the automated payroll file feed build begins for weekly automated payroll deduction change notifications.
- Data file exchange connections are established with all carriers and the EDI file build process begins. Once the process is complete, weekly automated enrollment files are sent to carriers for processing and managing eligibility.
- All adds, changes, deletes, new hires and terminations are processed on the platform, eliminating all carrier portal work for eligibility as these changes are delivered on the weekly EDI file feeds to the carriers. The changes are also sent to the group's payroll department on a custom template. Tracking of Evidence of Insurability from time of application to underwriting conclusion.

Staffing Plan

The Respondent shall describe all staff assigned to the Contract, including an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this ITN. The Respondent shall provide job descriptions for all positions assigned to the Contract. If a position is not dedicated full-time to the proposed Contract, the percentage of time should be noted on the Staffing Plan.

The Leon County School District will receive an experienced, dedicated team of professionals to manage and respond to your employee benefit consulting and service needs.

Our team of consultants and specialty resources will primarily be based in Tallahassee offices, but we will leverage the strength of our resources from across the southeastern US to maximize the value of our expertise.

The **core team** identified for The District includes senior leaders and highly credentialed consultants. **Bart Gunter** (President HUB Public Risk) and **Scott Millson** (HUB Florida Employee Benefits President) will lead on strategy, building a multi-year blueprint that clearly defines activities which will drive your desired results. **Deborah Hunt** (Leader, Account Management will drive service deliverables, ensuring proactive and responsive communication. **Walker Cutts** (Senior Benefits manager) and **Lisa Vaughn** (Account Manager) will focus on finding end-to-end solutions supporting your strategic vision.

- **Bart Gunter**— Executive leader and President of HUB Public Risk
- **Scott Millson-** Team leader on strategy, self-funding and cost containment assessments, building a multi-year blueprint that clearly defines activities which will drive your desired results.
- **Walker Cutts-** Serves as marketing strategies and carrier relations
- **Deborah Hunt** – Serves as team leader for service, day to day account manager for your benefits program and provides administrative oversight. Exclusive to LCSD as of January 1, 2022.
- **Lisa Vaughn** – Serves as your back-up account manager for your overall benefit program
- **Kim Plummer**—Serves as Financial Consultant to the District, providing financial reports, underwriting support, projections and data analytics for Florida clients
- **Carrie Cherveny**—Serves as the Chief Compliance Officer. Carrie is responsible for providing compliance and consulting services to our clients
- **Margaret Godwin**—Technology Leader for HUB Florida. She works with your Account Manager to consult on technology needs.
- **Wendy King**—consultant that will work with your HR on strategic plan for your Wellness Plan

- **David Setzkorn**—Senior Vice President and National Practice Leader for HUB's Workforce Absence Management (WAM) Team. Assist with FMLA requirements, leave tracking, training, and disability claims audits.
- **Isaac Monson**—AVP/Senior Risk Consultant with HUB Risk Services Division. Specializing in helping organizations develop Security Risk Management programs.

As specific needs arise, the core team will bring in subject matter experts to help deliver innovative solutions. HUB's in-house experts, in areas such as compliance, pharmacy, wellness, and employee communication, may become deeply engaged with The District based on your needs and objectives.

Staff Member	Experience and Licensing	Office Location
Bart Gunter, President **HUB Public Risk Services**	**29 years of Experience** **2-15 and 2-20 licensed agent**	**HUB Florida- Tallahassee Office** **850-386-1111-Business phone** **888-385-9827-Fax** **bart.gunter@hubinternational.com**
Scott Millson, President **Employee Benefits – HUB Florida**	**32 years of Experience** **2-15 licensed**	**HUB Florida- Winter Park Office** **407-898-3846** **Scott.millson@hubinternational.com**
Deborah K. Hunt, Vice President **HUB Public Risk** **Exclusive to LCSD as of 1/1/2022**	**28 years of Experience** **2-15 licensed agent**	**HUB Florida-Tallahassee Office** **850-205-0241-Business phone** **850-597-0401-Cell phone** **888-385-9827-Fax** **deborah.hunt@hubinternational.com**
Lisa Vaughn **Service Team Manager** **HUB Public Risk Services**	**20 years of Experience** **2-15 licensed agent**	**HUB Florida- Tallahassee Office** **850-386-1111-Business phone** **888-385-9827-Fax** **lisa.vaughn@hubinternational.com**
Walker Cutts **Senior Account Executive- Market Specialist**	**45 years of Experience** **2-15 licensed**	**HUB Florida- Tallahassee Office** **850-386-1111** **walker.cutts@hubinternational.com**
Kim Plummer, MBA, FLMI **Financial Consultant**	**30 years of Experience**	**HUB Florida** **770-827-5351** **kim.plummer@hubinternational.com**
Carrie Cherveny, Esq. **Chief Compliance Officer**	**16 years of Experience** **Member of the Florida Bar**	**HUB Florida** **727-450-6056** **carrie.cherveny@hubinternational.com**
Margaret Godwin **Technology Practice Lead**	**20 years of Experience**	**HUB Florida- Winter Park Office** **407-761-9709** **margaret.godwin@hubinternational.com**
Wendy King, Southern Region Director of Health and Performance	**25 years of Experience**	**HUB South** **504-846-3626** **wendy.king@hubinternational.com**
Barbara Hawes, R.Ph., MBA **National Pharmacy Practice Leader**	**25 years of Experience**	**HUB International** **713-300-0864** **Barbara.hawes@hubinternational.com**
Brian Friedenberg, MHA **Regional Pharmacy Director**	**15 years of Experience**	**HUB South** **470-415-8411** **Brian.friedenberg@hubinternational.com**
David Setzkorn, Senior V.P., National Practice Leader for Workforce Absence Mgt.	**13 years of Experience**	**HUB South** **480-262-9045** **David.setzkorn@hubinternational.com**
Isaac Monson, AVP/Senior Risk Consultant **HUB International's Risk Services Division**	**15 years of Experience**	**HUB International** **612-978-4315** **Isaac.monson@hubinternational.com**

Bart Gunter, President, HUB Public Risk

Bart Gunter was raised in Orlando, Florida and moved to Tallahassee in 1976. He graduated from Tallahassee Lincoln High School and received an A.A. degree from Tallahassee Community College and a B.A. degree from the University of Florida. After several years as a staff member for former U.S. Senator Bob Graham, Mr. Gunter began his insurance career with Rogers, Atkins Insurance, Inc. in 1991 and became a partner and shareholder of Rogers, Gunter, Vaughn Insurance, Inc. in 2001. In 2016 Mr. Gunter was named President of Rogers, Gunter, Vaughn Ins., Inc. after being acquired by HUB International, Mr. Gunter has been named HUB Public Risk President.

As a licensed life, health and property casualty agent for the last 29 years, Gunter earned the Certified Insurance Counselor (CIC) designation and is ACA Certified Specialist through the National Association of Health Underwriters. As an experienced Risk Manager Gunter has lectured and provided continuing education courses for numerous statewide Associations. He has lead consulting teams for RGVI with the State Department of Insurance, City of Panama City, Leon County, Leon County Schools, Wakulla County Schools, Madison County Schools, Tallahassee Community College and Property and Casualty for the City of Tallahassee. He has also assisted RGVI associates on benefits committees for Florida State University. Mr. Gunter has over 10 years of experience with self-insurance programs.

Gunter's community service has included serving on many Community Boards and currently serves in that capacity for The Tallahassee Chamber of Commerce. Gunter is a graduate of Class XX of Leadership Tallahassee and has served twice as the President of the Independent Insurance Agents of Tallahassee. He is a Past Chairman of Kids Incorporated and Working Well Board of Directors and continues to serve on both boards as well as the Progressive Pediatrics Board and Independence Landing.

Scott Millson, President, Employee Benefits, HUB Florida

Scott Millson is the President, Employee Benefits for HUB Florida. With over 30 years of experience in employee benefits and HR technology, Scott oversees the strategic planning, organizational design, resource investment and alignment for the HUB Florida EB team.

Prior to joining HUB International, Scott founded and led MillsonJames, LLC a Benefits and HR Technology Advisory Firm which was acquired by HUB International in July 2017. Prior to founding MillsonJames, Scott was a partner/owner with Hewitt Associates and an executive with PlanSource.

Scott is a leading expert in employee benefits, HR technology, self-funded insurance programs and emerging employee engagement trends. He is a nationally recognized speaker and author, having presented at countless national conferences with several articles published in industry publications.

Scott is also very active in his local community. He is the Founder and Chairman of Fast Start Management, a local non-profit organization that promotes healthy lifestyles and fitness to elementary-aged children. He also serves on several boards throughout the community, is a trustee at his children's secondary school, and is a former vestry member at his church.

Scott earned his Bachelor of Science degree from the University of Florida and is a veteran in the United States Navy.

Deborah K. Hunt, Vice President, HUB Public Risk

Deborah provides clients with solutions to everyday service requests, as well as serving as a liaison with insurance carriers and resolving inquiries on behalf of clients. She ensures clients are receiving accurate billing, while developing business strategies to optimize the overall client experience. Deborah creates working relationships with HUB Public Risk clients, serving as an extension of their in-house Employee Benefit Team. It is not unusual for our client's employees to contact her directly for advice and information regarding their benefit coverage and self-insured issues.

Deborah holds a 2-15 Life, Health and Annuity License, received the designation of Group Benefits Associate (GBA) in 2016 from the International Foundation of Employee Benefit Plans, and is an Accredited Customer Service Representative in Life and Health (ACSRL), as well as a certified ACA Specialist through the National Association of Health Underwriters. Prior to joining HUB Florida (formerly RGVI) in 2003, Deborah served for more than twenty-five years in the banking industry, primarily in Trust Banking.

As a dedicated community volunteer, Deborah Hunt has served on the boards of the Tallahassee Symphony Orchestra, Young Actors Theatre, Leadership Tallahassee, and the Tallahassee Museum of History and Natural Science. Her accomplishments include membership in the 1996 Class XIV of Leadership Tallahassee and a 1999 nominee for the "Distinguished Leader of the Year" award through Leadership Tallahassee. In 2014, she was named as one of the "25 Women You Need to Know" sponsored by the Tallahassee Democrat.

Deborah enjoys reading, cooking, singing, and spending time with her family including her husband, two grown-children, four grandchildren and their dogs GusGus and Lilly.

Lisa Vaughn, Tallahassee Director of Service Team, HUB Florida

As the Director of the Employee Benefits Service Team at HUB Public Risk Florida, Lisa provides clients with solutions to everyday service requests, as well as serving as a liaison with insurance carriers and resolving inquiries on behalf of clients. She ensures that client's needs are met with their benefits program to optimize the overall client experience. Lisa has cultivated working relationships with HUB clients, serving as an advocate in resolving issues and providing guidance to the group's in-house Employee Benefit Team. It is not unusual for our client's employees to contact her directly for advice and information regarding their benefit coverages.

Lisa attended Tallahassee Community College and Florida State University with an emphasis on liberal studies. She began her career in insurance with Florida Blue where she served as the local account coordinator. She holds a 2-15 Life, Health and Annuity License and received the designation of Accredited Customer Service Representative in Life and Health (ACSRL) in 2013 from The Institutes.

Walker Cutts, Senior Account Executive- Market Specialist

Walker Cutts was raised in Jacksonville, Florida, and moved to Tallahassee in 1979. Cutts manages the Blue Cross & Blue Shield of Florida programs and services available through HUB Public Risk, Inc. Cutts' 30 years of experience in the Health, Annuity and Life Insurance fields has enabled him to help thousands of clients during his distinguished career. As a Contracted General Agent for Florida Blue, Capital Plan and many others, Mr. Cutts offers a full-service solution for individual health and employer/employee benefits needs. He is a highly respected lecturer and educator in the very specialized field of Group Health, Life, Disability and Long-Term Care.

Kim Pulmer, MBA, FLMI, Financial Consultant

Kim has over 30 years of experience working with employee benefit plans for Fortune 500 companies both in a brokerage environment and carrier environment.

Kim has been consulting to local and multi-national companies in the areas of benefit plan design, plan valuations, pricing, underwriting, contribution strategy, budget strategy, pharmacy analysis, and reserve analysis. She is accountable for the management, accuracy, and overall financial service delivery for all Health and Welfare products for her clients. In addition, she assists clients in the areas of reserve calculations, accrual and COBRA rate development, benchmarking, and renewal negotiations. Kim works directly with clients C-Suite Executives including CFO's and CEO's.

Kim holds a BS in Business Management from the University of Tennessee and a Master of Business Administration from the University of Tennessee. Kim is also a Fellow of the Life Management Institute and a member of the Institute of Management Accountants.

Carrie B. Cherveny, Esq., Senior Vice President, Client Strategic Solutions Chief Compliance Office, South Region, HUB International

Carrie B. Cherveny, Esq, currently serves as the Chief Compliance Officer and Senior Vice President of Strategic Client Solutions for the Southeast Region of HUB International. In this role, Carrie is responsible for providing compliance and consulting services regarding general health plans, ACA, ERISA, and other legal matters involving employee benefit programs.

Most recently, Carrie was General Counsel and Vice President for a national PEO designing and developing client compliance strategies and solutions. Carrie oversaw both the legal and human resources teams working closely with clients addressing employee relations issues and resolving client concerns.

While working previously as a Partner in a West Palm Beach Employment Law firm, Carrie focused her practice in the area of employment litigation and employee relations in both state and federal courts. She has represented private sector employers in litigation under Title VII, the ADA, the ADEA, the FLSA, the FMLA, the Florida Civil Rights Act, and the Florida Whistleblowers' Acts. Carrie has extensive experience counseling employers in EPLI claim prevention, employee discipline and termination, and employment discrimination and harassment.

Carrie received her bachelor's and a master's degree in Speech Communication from the University of South Florida. In 2005, Carrie earned her Juris Doctorate Law from the Stetson College of Law and passed the Florida Bar exam in 2006, becoming licensed to practice law in the state of Florida.

Margaret Godwin, Technology Practice Leader

Margaret Godwin brings almost 20 years of Human Capital Management experience as the Technology Practice Leader for HUB Florida. Margaret began her career with Hewitt Associates, a global leader in Human Resources solutions for Fortune 500 companies. While at Hewitt Associates (now Alight), she held the position of Health & Welfare Benefits Operations Manager, supporting clients ranging in size from 1,000 to over 100,000. Most recently, prior to joining HUB, Margaret shifted gears to focus on the small to mid-market business segment and held the position of Consultant with MillsonJames LLC, a Benefits and HR Technology Advisory Firm. Her entire career thus far has been dedicated to building and maintaining the ongoing relationships between the clients, benefits administrators, brokers, strategic partners and vendors.

Margaret holds a Bachelor of Business Administration from Stetson University and a Masters of Human Resources from Rollins College. She is also a member of the Society for Human Resource Management (SHRM).

Wendy King, Director of Health & Performance

Wendy King is the South Region Director of Health & Performance (H&P) for HUB International. In this role, Wendy sets the pace for growing and developing the practice throughout the South region. She is responsible for strategic client consultation, provider partnerships, industry-leading program design, and compliance, as well as communication. Her overarching goal is to guide clients to the strategies and solutions that will achieve high engagement rates, healthy employees, and long-term risk reduction in their populations.

Wendy has over 25 year's diverse, professional experience in corporate wellness strategy, marketing, sales, and communications.

Ms. King holds a Master's degree in Business Administration (MBA) with a concentration in Healthcare Management from the University of New Orleans, along with a Bachelor of Science in Marketing from Louisiana State University.

She is a Certified Corporate Wellness Specialist (CCWS) and an active member of the National Wellness Institute and WELCOA.

Barbara Hawes, R.Ph., MBA, National Pharmacy Practice Leader

Barbara is the National Pharmacy Practice Leader for HUB International. She is an accomplished industry leader with over 25 years of experience in the Pharmaceutical /Employee Benefit Consulting business. During her tenure, she has held a variety of senior management roles with Pharmacy Benefit Managers and nationally recognized consulting firms. In addition to business acumen, Barbara has deep technical and clinical expertise related to prescription drug impact on health, wellness and program cost and clear understanding of the complex prescription drug delivery system.

At HUB, Barbara directs all aspects of pharmacy benefit management consulting activities including developing and managing key strategic relationships, tools and services to delivering value added solutions directly to clients.

Barbara earned her BS in Pharmacy from Purdue University and her MBA at DePaul University.

Brian Friedenberg, MHA, Regional Pharmacy Director

Brian is the Regional Pharmacy Director for HUB South. He has over 15 years of experience in the pharmaceutical – health care industry. Brian has a proven track record in growing businesses organically, client retention, and strategic planning. His background working with PBMs and health systems has focused on population health initiatives, 340B optimization, mitigating expenses and growing revenue.

Brian is passionate, competitive, and outgoing. He has demonstrated the ability to create innovate solutions, collaborating with key stakeholders and decision makers to accomplish company goals. Brian earned his BS in Consumer Economics from the University of Georgia and his MHA at the Medical University of South Carolina.

David Setzkorn, Senior Vice President, National Practice Leader Workforce Absence Management

David Setzkorn, Senior Vice President and National Practice Leader Workforce Absence Management has over 13 years of experience working in the broker/carrier space as a subject matter expert on Leave Administration. His experience includes consultation and development of Absence Management and ADA programs with clients ranging from implementation, cost benefit analysis, training and ongoing compliance with state and federal regulations as well as product and program development. His clients have ranged from startup companies, location/regional companies, multi-national restaurant chains (U.S. and Canada) to large national grocery chains.

He is a nationally recognized speaker working with organizations such as DMEC, IBI, SHRM and ISCEBS to deliver trainings and content regarding FMLA, ADAAA, Paid Family Medical Leave and state and municipal leave programs.

David is a graduate of Arizona State University with a Bachelor of Science in Purchasing and Logistics Management and an MBA with an emphasis in Project Management. He also holds a Chartered Property Casualty Underwriter (CPCU) designation along with multiple certifications in IT and Operational Management. He lives in Phoenix, AZ with his wife and 5 children. He spends his off time working with The Boy and Cub Scouts of America.

Isaac Monson, AVP/Senior Risk Consultant, HUB International

Isaac Monson is an AVP/Senior Risk Consultant with HUB International's Risk Services Division specializing in helping organizations develop Security Risk Management Programs. He has over 15 years of professional experience managing risk in various public and private industry settings including state government, manufacturing, construction, retail, healthcare, and non-profits.

As a member of HUB's Organizational Resilience Practice, Isaac develops and delivers prevention and preparedness focused solutions in the areas of Enterprise Security Risk Management, Business Continuity Management, Cyber Risk Management, and Critical Incident Response Management.

During his service as a State Trooper, Isaac accumulated advance training and experience in law enforcement, public safety, emergency scene management, and investigations. He also received twenty-one letters of commendation and five Chief's Awards for proactive performance. Additionally, Mr. Monson has expertise in workplace violence prevention, preparedness, and response planning and is an active member of the ASIS International Minneapolis Chapter, the

Association of Threat Assessment Professionals Chicago Chapter, and the American Society of Safety Professionals Northern Plains Chapter.

Education
MS, Safety Management – Indiana University
BA, Liberal Arts – Gustavus Adolphus College
Certifications/Licenses
MN Licensed Police Officer (2005-2017, Retired)
Certified First Responder (2005-2015, Retired)

TAB C Description of Solution (limit 25 pages)

The Respondent shall describe the following:

Its understanding of the District's current coverage benefits;

Your HUB Team is incredibly familiar with the benefits offered by the District. Since the beginning of our relationship in 2007, we have assisted in the preparation, evaluation, and implementation of all the benefits offered to your employees, except for Capital Health Plan. Therefore, all your benefits have been thoroughly examined by our team to be sure these benefits meet the needs of the Leon County Schools District employees, retirees, and their dependents.

Its understanding of the District's goals and objectives of this ITN;

The goals and objectives of the District's Benefits Plan have been clear to HUB Public Risk for many years. It has been our mission to accomplish these goals and grow the program over our 14 years together. When we first engaged with Leon County, the enrollment process was handled by individual paper applications and now, for the last number of years, it is fully automated with call in centers, individual counsel, on-line self-enrollments, and a hot line available from 7:30 am to 10:00 pm. There is a diversity of employees at the District that calls for a broad selection of choices in terms of communication and enrollment. Transparency throughout all facets of work is our goal. Our most recent accomplishment has been convincing CHP to release reporting data for the District's recent ITN for carriers. Once again this is something that CHP has only done for the District and allowed for more information and additional carriers to compete in the process. We will continue to set goals for the District to move the program forward, providing the highest quality and most comprehensive benefits to its members while maintaining affordability and cost efficiencies.

Its proposed program design, including the major lines of coverage;

REDACTED

How its recommended approach will meet the ITN's goals and objectives;

Our approach is designed to help you solve immediate, short-term challenges while developing a multi-year strategic plan that is based on the goals and objectives you determine. Throughout the year, we measure results against the goals you set and make adjustments as needed. This systematic process ensures that we are continually working toward achieving your goals and that the solutions we implement are compatible with your work culture and company philosophy.

Step 1 – Opportunity Assessment

Our first priority is to get to know your objectives for the coming years and design a strategy around that. Your HUB team needs to understand your business objectives, the history of your benefit programs, and what drives your decision-making. Your HUB team will listen first and then work with you to develop solutions. During this process, you will quickly realize the depth of experience of your HUB team and their broad perspective on key benefit issues.

Additionally, each team member has a solid track record in managing complex projects along with the skill, knowledge, and resources to respond to your needs.

We use a proprietary planning tool to guide the conversation and enable us to develop a multi-year strategic plan. This plan becomes the road map for our future collaboration and success

measurement.

Step 2 – Analyze and Develop Recommendations

The second step is to research and develop specific solutions to support the strategy. The solution will incorporate your short and long-term objectives. During this step, we will:

- Analyze your data
- Perform benchmarking analysis
- Research alternatives
- Recommend action steps

Our goal, whenever possible, is to utilize a data-driven, fact-based approach that enables us to identify potential costs and proactively develop targeted intervention programs. As part of this step, we will conduct reviews to identify gaps in compliance as well as opportunities to enhance employee communication and improve efficiencies concerning program administration.

Step 3 – Deliver Solutions

HUB will identify the services and tools needed to support your employee benefits strategy. Our recommended plan design and other program recommendations will focus on high-impact areas and the most significant cost-saving opportunities. Following your approval, we will present your program to pre-qualified carriers and administrators.

Once we have completed the marketing and negotiations, the next step is to implement the programs. Proper implementation is critical to the carrier's ability to administer the program. Attention to detail increases the likelihood of a smooth launch that will ultimately lead to satisfied employees.

Step 4 – Measure Results

HUB will measure performance against goals in several key areas, including financial, compliance, wellness, and service.

HUB will provide reports on the following:

- High-level cost illustration of claims paid out versus premium paid
- Cost utilization by services type, identifying areas of potential exposure and recommendations to address potential over-utilization
- Pharmacy utilization analysis
- Provider discount analysis – actual vs. promised

Within our annual Stewardship Report, we identify all of the activities and achievements, including projects, success stories, major issue resolution, and ongoing challenges. This report allows HUB and the Leon County School District the opportunity to review and validate our long-term strategic plan. It is also used as a quality assurance tool to compare completed projects and accomplishments to stated goals.

Any risks or challenges it recognizes related to the District's goals, requirements, or current operations;

One of the challenges regarding the Districts goals has centered around reporting and data from the carriers. We have been successful in bringing CHP into compliance of this goal for annual reporting but continue to push them for more frequent reporting around claims and other pertinent aspects of the program.

How it will ensure quality services are provided while ensuring costs are managed appropriately;

HUB's Broker Standards, an independently managed audit process, establish the minimum guidelines for every HUB office for sales and servicing of client accounts. The Broker Standards require that policy and account files must be audited by each HUB region at random to monitor the work of each person engaged in sales or service.

The review must address all of the transaction guidelines, including the verification of general client information, renewal processing, open enrollment and post-open enrollment, service and documentation and BenefitPoint data.

On a periodic basis (but at least annually), policy and account files (paper or electronic) must be audited by each hub at random. The reviewer will select a sufficient number of accounts to monitor the work of each person engaged in sales or service or the support of such functions, and the audit should address all aspects of these Broker Standards.

The results of the review are compiled into a report that is sent to the corporate Internal Audit department. Each major line, Commercial Lines, Personal Lines, Employee Benefits is assigned a rating of either Compliant or Not Compliant.

How it will focus on member engagement and customer service.

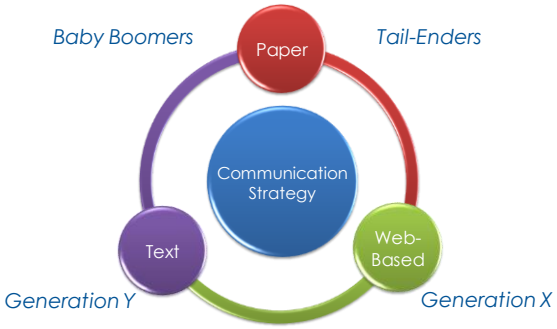
We know that an account of the size of the District needs a dedicated service team that will focus on the needs in all areas of employee benefit solutions while looking at cost containment for the future. One of the most important challenges for any Benefits department is meeting the daily needs and concerns for their employees and daily/monthly services they provide. Deborah Hunt as our Team Leader for services, has worked closely with the Districts Benefit Directors for the past 14 years and has sought ways to make the job of your Benefits team easier. Many of the ways Deborah has sought to assist the Benefits team can be found in the question **"What is your approach to account and client management".** We not only deal directly with your Benefits team, but work personally with your employees to answer questions, understanding their coverages and assist with solving problems that arise.

Our job as liaison for the District with carriers for the Benefits Department and for the Districts employees is one of the most important in our role for providing excellent customer service. HUB Florida has working relationships with all benefit carriers, and we are able to routinely help solve issues with eligibility, billing, changes to coverages and claim.

Leading up to open enrollment we work with the Director of Benefits and her team to create the Employee Benefit Guide and all communications on the Benefit Communication website BenSelect a program built by Selerix System. We also provided other means of communication resource by introducing this past enrollment "Benefit Spot" mobile app which gave the employees information about the benefits being offered.

Communications & Design

Communication is at the heart of what we do. Whether it is meetings, electronic communications, enrollment guides, compensation statements, or online communication portals, our goal is to have your employees fully comprehend the value of the benefits offered by Leon County School District. We will work with School District developing a comprehensive communication strategy that integrates with the overall employee benefit strategy. We know that if an employee understands and appreciates their benefits, a critical first step is made toward empowering them to make cost-effective decisions.



Employee Communication Standards

We will begin by reviewing your current employee communication processes and materials and recommending enhancements. Our annual communication plan is designed to support open enrollment, new hire education, wellness initiatives and provide ongoing education about benefits in order to steer employees toward more effective and cost-efficient utilization of medical care.

You will have access to HUB's expertise, tools, and resources to develop strategies and materials to communicate your benefit programs effectively. We can assist you in the development of the following:

- Coordinate open enrollment meetings, prepare presentation materials including customized open enrollment guides and carrier collaterals, PowerPoint® presentations, GoToMeetings® and facilitate employee meetings.
- Customize enrollment forms and online enrollment processes.
- Develop employee surveys and benefit statements.
- Consult with you on the development of various communication tactics (print, web and mobile) based on the demographics and location of your employee population.
- Identify areas of concern based on medical utilization reports (when available) that point to the need for customized campaigns to steer proper utilization.

Employee communications are handled in-house, by our specialized communications department. We prepare not only open enrollment materials, but also manage wellness campaigns, education on plan design, carrier website and other resources. We assist with any communications related to your health and welfare plans. HUB has been the proud recipient of the highly coveted national MarCom Awards for six years in a row.

Client Services Team

The Client Services Team has detailed protocol for each defined phase of the client lifecycle (i.e., New Client On-Boarding, Pre-Renewal Strategy, Compliance, Open Enrollment, Wellness, Benefits Administration, Contribution & Financial Modeling, Communication / Education, Market Evaluation, Day-to Day Service and Support, etc.). Each and every one of HUB's clients have unique objectives, so every year our Employee Benefits teams work with our clients to develop a custom calendar of activities, initiatives, and strategies to meet their specific goals. This allows us to truly partner with every one of our clients, no matter how their objectives and service needs may change.

Annual Service Calendar

As part of our strategic planning process, we will develop an annual service calendar specific to the needs and expectations of the School Board. We develop our annual service calendar in conjunction with the School Board's team, to ensure we are meeting your unique needs.

Every team member has a specific role, but takes personal accountability in ensuring the client's satisfaction. We will quickly develop your trust through our active engagement and take pride in becoming an extension of your team. We will provide you with creative and innovative solutions as well as long-term strategic planning which can profoundly impact the overall success of your business goals. Below is a high-level sample of a service calendar.

Client Services Platform

Our service platform ensures we are in constant communication with you and enables us to quickly respond to your needs. More importantly, the protocol fosters a proactive engagement/planning model that identifies many situations before they become an issue or disruptive element to you or your employees.

Our client communication standards can be regimented to the frequency and delivery method unique to our clients' needs and requests, whether that is face-to-face meetings, webcasts, teleconferences or electronic communications.

For example:

- Monthly Service Calls
- Annual Service Calendar: establishes monthly goals and objectives
- Multi-year strategic plan: establishes long term goals and measurable results
- Client Satisfaction Surveys
- Pre and Post Renewal Meetings

With the challenges large companies face within HR departments that were staffed for the pre-ACA world, it is more important than ever to streamline the administration of benefits, compliance, and employee benefits engagement to reduce pressure on the HR staff, enhance the employee benefits buying experience, and automate important compliance initiatives (hours tracking, 1094/5 reporting).

HUB has a holistic approach that evaluates all systems including payroll, benefit administration

platforms and HRIS systems as well as a client's workflow and processes to determine the best-in-class technology solution that fits the client, the budget and helps to achieve their goals. The solution for every client is different, even if the vendors are the same. Internal processes, corporate culture, and IT staffing all play a heavy role in this discussion. Employers that are successful in this endeavor have external reviews of all of the above items, and interact closely with the benefits team to ensure that efficiencies are achieved at the employee, administrative, and P&L level.

Ben Admin and HRIS technology vetting is led by Margaret Godwin our HUB Florida Benefits Technology Practice Leader.

We are experienced in working with a variety of health care carriers and vendors including, but not limited to:

- Medical, Rx, Dental, Vision
- Life & Disability
- Flex and COBRA Administration
- Leave Management
- Eligibility Tracking
- Employee Assistance Programs
- Voluntary Benefits
- Total Absence Management Administration
- Wellness Vendors
- Online Enrollment & Technology
- Pet Insurance
- LegalShield.

Benefits management is not a once-a-year event. Many brokers interact with their clients only during the renewal process and on occasion when a problem occurs. HUB International's approach to managing employee benefits is an ongoing interaction and partnership with our clients. We intend to be in frequent communication with the District's HR team, helping to meet your short and long-term business objectives.

Its approach differentiators;

Our Difference

We are often asked what makes HUB Public Risk different. The simple answer is the breadth and depth of our consultants. The more complete answer is that our consultants are placed in a position to become an extension of Leon County's HR and Finance organizations in a way that helps drive the District organization forward. Our primary objective is to serve you exceptionally well—to that end, we will take the time to thoroughly understand your objectives and culture so that we can build a long-term strategic relationship.

To deliver a high-quality experience to our clients, we demonstrate our value and unmatched resources by:

- Providing a highly credentialed and experienced account team, who will foster a collaborative and enduring work dynamic.
- Developing innovative solutions to manage costs in the complex world of property, casualty, and health care.
- Improving the health of your employees and their families through our proven wellness approach and infrastructure.
- Acting as an extension of your Human Resources team so you can focus on supporting your organization.
- Enhancing the employee experience through technology, communication, and member support.
- Review your options within the current insurance environment
- Negotiate with underwriters for the most favorable terms and conditions
- Present recommendations after analyzing available options, costs and terms

With our Practice Leaders, we believe that we can make a difference in many areas. Over the years we have provided webinars on compliance, work force management, wellness, and technologies for enhancing open enrollment.

For instances, our National Practice Leader, David Setzkorn formerly worked for two major insurance carriers and is a subject matter expert in absence management practices. HUB's Workforce Absence Management (WAM) team is unique because they focus solely on issues that our clients experience as it relates to all thing's absence related.

WAM assists clients in a variety of ways ranging from answering questions about new leave legislation to helping clients review and benchmark their time off programs like vacation, sick time and leave benefits to more complex projects like re-designing their internal absence programs or helping them find an outsourced solution to their leave administration. Our team is divided into regions and HUB has two regional resources on the East Coast that would be able to assist with Leon County Schools and we work very closely with our compliance team in the South headed by Carrie Cherveny.

Working on the carrier side for so many years, I became a subject matter expert in the FMLA's Subpart F. Subpart F describes how FMLA is altered for instructional employees of K-12 school systems must be handled under FMLA. This can be challenging because it requires school systems to be able to administer two sets of FMLA requirements regarding leave tracking, one for the instructional employees and one for non-instructional employees. For some clients, understanding how Subpart F works can be confusing and is often overlooked or not known.

We have worked with clients in all industries to complete projects that include claim audits to help

our clients understand if their current process is following industry best practices as it relates to leave administration. We often expand this project to include STD claims data as FMLA and STD often run concurrently. We have included an example of how detailed our claims audits can get.

Another area we often assist clients in is assisting in training front line managers and supervisors in the basics of FMLA and ADA. These trainings can be customized for our clients and in some cases, can be conducted onsite and in-person. We have included a small sample of what can be included in the training.

Finally, one of the biggest areas we assist with is reviewing and analyzing paid time off programs. School districts often face challenges with paid time off programs because of contractual agreements with unions and/or statutory requirements for school systems. We are often asked to engage with clients to provide benchmarking and an overview of how the clients program stacks up to other school systems and to see how the benefits stack against private sector employers since the ability to offer competitive programs to hire and retain talent can be challenging in today's environment.

Please see Addendum for attached sample of WAM Disability & Leave Audit and Supervisor LOA training

Another area that of expertise is in Risk Services for educational institutions. HUB's Organizational Resilience Practice is a corporate consulting team that sits within HUB's Risk Services Division and supports HUB clients through value-add consulting engagements across the US and Canada. The Organizational Resilience Team brings over 50 years of combined experience and has a substantial training workshop library available to clients covering a variety of urgent risk domains within Enterprise Security Risk Management, including topics like Emergency, Crisis, and Continuity Management, Cyber Risk Management, Fraud Risk Management, Violence Risk Management, and Physical Security Risk Management. Through tailored training, education, needs and risk assessment, and program designs, the Organizational Resilience Practice supports clients in managing these challenging spaces. Additionally, HUB's Organizational Resilience Practice has a vetted network of vendor partners that it works with to align clients with vetted solutions for common support needs in these subject matter areas.

HUB International worked closely with a large education client to complete comprehensive hazard recognition surveys across 30 school district properties and vocational education facilities operated by the district to help drive awareness and mitigation strategies.

HUB Risk Services Division Safety Consultants worked closely at each property with principals or other designated school personnel to complete property and location specific hazard surveys that yielded recommendation reports capturing existing hazards and exposures, and options for controls that could be put in place to minimize the related risks.

Additionally, guidance and recommendations were offered for cost-effective corrective action options to help the district identify reasonable solutions.

Please see Addendum for attached sample of Educational Institutions and Academic Solutions and RFP Response Capabilities in Action

HUB Pharmacy Practice Overview

Employee benefit professionals consistently rank high-cost claims and unpredictable specialty drug cost increases as two of their bigger concerns for the future. The past couple years of drug research, development have produced radical changes in miracle level cures with miracle level

prices. Conditions that were not treatable a few years ago, now have viable medications to help reverse the progression of disease and in some cases produce a cure. Hope for those suffering with a rare or orphan disease have more hope than ever to live a normal life. But these advances come at a price and in many cases, a very high price.

HUB has invested in pharmacy subject matter expertise

Many of our competitors do not have a Pharmacy Practice or internal subject matter experts. Some of our competitors boast an enormous staff of pharmacy benefits professionals, but they are primarily focused on selling or re-selling a home-grown (internally owned and operated) coalition solution. HUB has made significant and strategic investments in this area and is constantly evaluating and expanding our team and tools to meet the changing needs of our customers. HUB Pharmacy Practice is led by a pharmacist and industry leader, Barb Hawes, and has expanded to include Pharmacy Directors (with extensive clinical and/or industry experience) in each region. Brian Friedenberg is the Pharmacy Director in the South region and would support the school district through the evaluation phase of potentially going self-funded and unbundling the pharmacy. Brian has over 15 years of experience in the health care industry. Previously, Brian worked at a

PBM, helping large accounts optimize their benefit plan by putting in clinical strategies to help mitigate costs.

Because HUB does not own and operate its own pharmacy coalition or group purchasing arrangement, we can be completely client-centric and unbiased. Not only are we PBM vendor agnostic, but we are also PBM purchasing group agnostic. This allows HUB to help clients objectively evaluate pharmacy benefit management vendors and solutions with no conflicts of interest. HUB pharmacy has consistently helped clients identify a pharmacy purchasing arrangement that brings market-leading financial terms along with the right balance of cost, quality, and clinical outcomes. This is accomplished by diligently shopping the market, with no conflicts, to identity the very best option for each unique client situation.

Our pharmacy team members are integral parts of the HUB employee benefit team and will work closely with the team to understand and help define and align the pharmacy benefit value proposition for employees – while carefully showing the cost/quality and disruption trade-offs to the plan sponsor. Due to our extensive experience with plan sponsor of your size and complexity, our pharmacy team is especially well suited to help develop and define a long- and short-term pharmacy strategy that will work for the participants and the plan.

Helping clients with pharmacy is important to HUB because managing pharmacy is critical to our clients. Pharmacy is one of the most highly valued and utilized benefits in your employee benefit package

On average, the pharmacy benefit is used once a month while the medical, dental and vision benefits are used on average once a year. Over the past 3 years, pharmacy spend has increased by greater than 20%, now costing the School District about $115 per member per month. Pharmacy costs makes up over 20% of the total healthcare spend for the School District. As new drugs come to market, these costs are expected to rise.

Pharmacy benefit management incentives are not always aligned, and contract terms are not necessarily in a client's favor

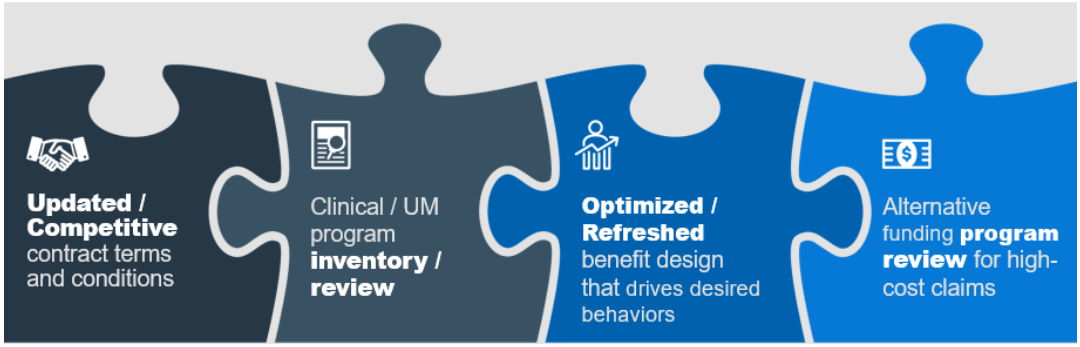
Today's EB clients need a trusted advisor at the table with them when meeting with their PBM or health plan to review results and program options.

HUB pharmacy practice uses industry leading tools and analytics

In general, pharmacy paid claim data can be difficult to access and interpret. Being fully insured makes it even more challenging. One of the benefits of moving to self-funded is gaining access to data and the ability to install client specific solutions. We have seen groups save over 20% by making the switch and putting in place unique solutions. HUB has the tools and software to help clients access data and more importantly use the data analyses to develop a strategic plan and program adjustments.

There is no silver bullet/HUB pharmacy has a long-term strategic view

Many benefit advisors can help capture the "low hanging fruit" collected via contract negotiation or carve-out, but for HUB pharmacy that is just the first step. Clinical program options, benefit design adjustments and innovative specialty pharmacy and gene therapy solution evaluations require subject matter expertise from a trusted advisor. HUB Pharmacy clients have support beyond accessing or negotiating an industry leading arrangement and will develop a long-term multi-pronged approach to managing pharmacy cost and outcomes over time.



HUB Pharmacy helps clients evaluate Myths in the Marketplace

Does a "transparent" deal necessarily offer more value?
HUB offers a client specific, independent assessment of pharmacy benefit management offers including terms, conditions, guarantees and definitions to determine true value.

What is the real value of integration?
Due to mergers, acquisitions and rebranding of in-house carrier programs the value of an "integrated" pharmacy program is being trumpeted more and more. Only an independent assessment of the overall offer including terms, conditions, caveats, administrative fee offsets and outcomes that can be measured and guaranteed will tell.

Its approach to account and client management;

Deborah Hunt has served as your primary day to day contact and service manager since 2007. She will be exclusive to the Leon County School District account as of January 1, 2022. As the Leon County team leader, she has established many relationships over the years with the Districts Benefits staff and employees and has been an important part of your employee benefits quality control for service team. She assists employee with their claims, coordinates open enrollment activities, administers daily activities (add and changes) on LCS enrollment website, eligibility issues and preparation of your monthly billing variance reports. Her dedicate service to the District has saved the Benefits staff time and money it would have otherwise had to spend on addition staff to replace her service. An example of Deborah's works is:

- Administration of the Selerix website for enrollments, changes, add and deletes for weekly carrier files.
    - As changes are needed to employee's coverages, we enter the information into BenSelect (Selerix) which transfers that addition, change or termination of coverage to the insurance carriers at least once a week. CHP files are sent twice weekly.
    - We take calls from employees that have questions or claim issues on all benefits provided.
    - We receive emails from Benefit Department staff with questions, enrollment changes, claims issues etc. Average number of emails per day are 20 from January – July and 35-40 during August-December (mainly for Open Enrollment and new hires).
    - Personally meet with Benefit Director and Staff at least quarterly in Person
    - Daily contact by phone and email.

- Liaison between LCSD staff and carriers

    - Coordinate annual open enrollment file feed process, rate confirmation etc.
    - Guidance for employees on claims processing and advocate on employee's behalf for claim issues.
    - Process day to day changes in coverage eligibility.

- New Hire and open enrollment assistance.

    - All new hires meet with a Deborah Hunt or Allen Hattaway to be entered into the enrollment system which gives us the opportunity to answer any questions they may have. Enrollment confirmation forms are sent to Pam Faulkner daily so that employee's deductions can be set up in Skyward (from September – December average new hires is 350-400 new employees).
    - Open Enrollment—preparation for open enrollment begins in May depending on decisions for coverage and rate renewals. We coordinate these weekly conference calls which included LCS Benefit personnel, IT personnel, TBS personnel, and the carrier representative who partnered with us to provide the system and enrollers. The call is to discuss process of building the enrollment website, weekly updates of progress, carrier files, communications of benefit coverages, information provided and payroll uploads to Skyward.

- During the open enrollment we assist employee's from 7:30 a.m.– 10:00 pm. regarding enrollment assistance and answer benefit questions. We also have a call center maned by TBS (the host for the Selerix website) which we provide as another option for assistance to employees during benefit enrollment.

- Billing Reconciliation.
    - She runs monthly self-bill reports from Selerix and match them up to Pam Faulkner's carrier remittances to provide her a monthly variance report. This usually takes @ 25 hours during the month.

- Annually
    - Prepare Renewal documents for review with LCS Insurance Committee
    - Prepare Compliance Notices

- Dailey Activities
    - Generate all adds/deletes/changes to employee's coverages recorded in HUB Management System, **BenefitPoint®**. Since October of 2020 there have been over 600 activities recorded to date and a summary of those activities is highlighted below.

Subject	Count of Activity #
BeneAdmin	1
Benefit Inquiry	17
Billing	45
Change Request	303
Claims	8
CMS/Medicare Part D	1
Compliance	1
Coordination of Benefits	2
Eligibility	56
E-Mail In	35
E-Mail Out	16
Enrollment	298
Healthcare Reform	1
ID Cards	53
Mail In	2
Mail Out	1
Other	2
Rates	1
Telephone In	1
Telephone Out	1
Grand Total	**845**

Enrollments listed above do not include enrollment or activities performed during open enrollment.

Its approach to transition/service implementation; and

As Leon County's current benefits consultant for the last fourteen years, no transition would be necessary should we be fortunate enough to retain your business. However, we approach new client transitions from a client's perspective and make it as seamless as possible.

Once awarded the Broker of Record, we will initiate our three-step continuation process. This includes developing a Transition Strategy based on our Due Diligence Analysis.

Continuation meetings include (but are not limited to):

- Contract and Plan Design Review
- Pre-Renewal Analysis and Budget Analysis Meeting
- Renewal Strategy Meeting
- Employee Benefits Strategy Meeting (Multi-Year Plan)
- Compliance Strategy Meeting
- Health & Performance Assessment Meeting
- Communications Strategy Meeting
- Insurance Committee Meetings

Why its solution represents the best value for the District.

We believe HUB Public Risk is uniquely positioned to deliver the best value to the District because, simply put, we know you, we have experienced a great deal with you, and we understand the ins/outs of your programs. We also are uniquely positioned to develop new and improved programs with you, just as we have the last fourteen years. Whether it is implementing a new technology platform or successfully negotiating with your primary carriers to implement previously unavailable programs (un-blending of CHP rates, e.g.), we have the knowledge, experience, and leverage to deliver incredible value to the Leon County School District.

TAB D Service Area Detail (limit 150 pages)

Respondents shall use this TAB to describe, in detail, their proposed solution and how services will be provided, organized by the following service areas. This shall include all methodologies, plans, resources, technological tools, and operations processes. This section should include value-added services or deliverables it will provide the District or its Members at no additional cost. This section should also include any exceptions or proposed modifications to the standard Contract Terms and Conditions included in Section 4 of this ITN.

Respondents shall also provide the following information or answer the following questions or if the Respondent is unable to provide or the requested information is not applicable, include a brief explanation of why.

1) Benefits Management and Compliance

i. A summary of the proposed potential program design for all major lines of coverage, including the rationale and the key strategies in evaluating and determining the optimum offerings for the Board.

REDACTED

SIFA SNAPSHOT

Leon County Schools | 2022-23 Plan Year

8.3%	8.3%	1.4%
MILLIMAN SEPARATE GROUP FULLY INSURED PROJECTION	**MILLIMAN COMBINED GROUP FULLY INSURED PROJECTION**	**MILLIMAN COMBINED GROUP SELF-INSURED PROJECTION**
$1,275.34 PY 2022-23 PEPM	$1,275.06 PY 2022-23 PEPM	$1,194.47 PY 2022-23 PEPM
$44,810,269 2022-23 Annual Cost	$44,800,343 2022-23 Annual Cost	$41,968,983 2022-23 Annual Cost
$3,429,893 $ Inc./(Dec.) over current	$3,419,968 $ Inc./(Dec.) over current	$588,608 $ Inc./(Dec.) over current

POTENTIAL SAVINGS MOVING SELF-INSURED ~$2.84M OR 6.3%

CHP & FLORIDA BLUE COMBINED

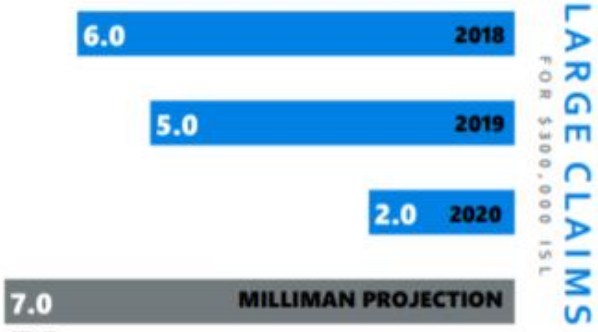
$204.39 PEPM TOTAL EXPENSES

FULLY INSURED
Medical & Rx Combined

$123.81 PEPM TOTAL EXPENSES

SELF-INSURED
At Recommended $300,000 ISL

We recommend obtaining ISL coverage at a deductible of $275,000 to $350,000



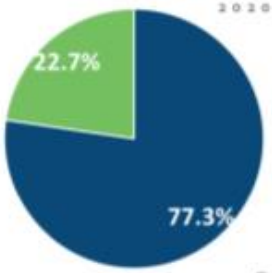
LARGE CLAIMS FOR $300,000 ISL

Milliman

We believe aggregate stop-loss is unnecessary at this time

RISK TOLERANCE
FOR AGGREGATE STOP-LOSS

2020 NATIONAL BENCHMARK POWERED BY CAHP



FULLY INSURED
SELF- INSURED
% SI/FI FOR 1,000+ EES

STANDARD CAVEATS

ii. How often do the Respondent's key staff typically meet with clients and for what purposes? Describe the client interaction proposed under this Contract.

The Client Services Team has detailed protocol for each defined phase of the client lifecycle (i.e., New Client On-Boarding, Pre-Renewal Strategy, Compliance, Open Enrollment, Wellness, Benefits Administration, Contribution & Financial Modeling, Communication / Education, Market Evaluation, Day-to Day Service and Support, etc.). Each and every one of HUB's clients have unique objectives, so every year our Employee Benefits teams work with our clients to develop a custom calendar of activities, initiatives, and strategies to meet their specific goals. This allows us to truly partner with every one of our clients, no matter how their objectives and service needs may change.

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Please see Addendum for attached sample client service calendar

Client Services Platform

Our service platform ensures we are in constant communication with you and enables us to quickly respond to your needs. More importantly, the protocol fosters a proactive engagement/planning model that identifies many situations before they become an issue or disruptive element to you or your employees.

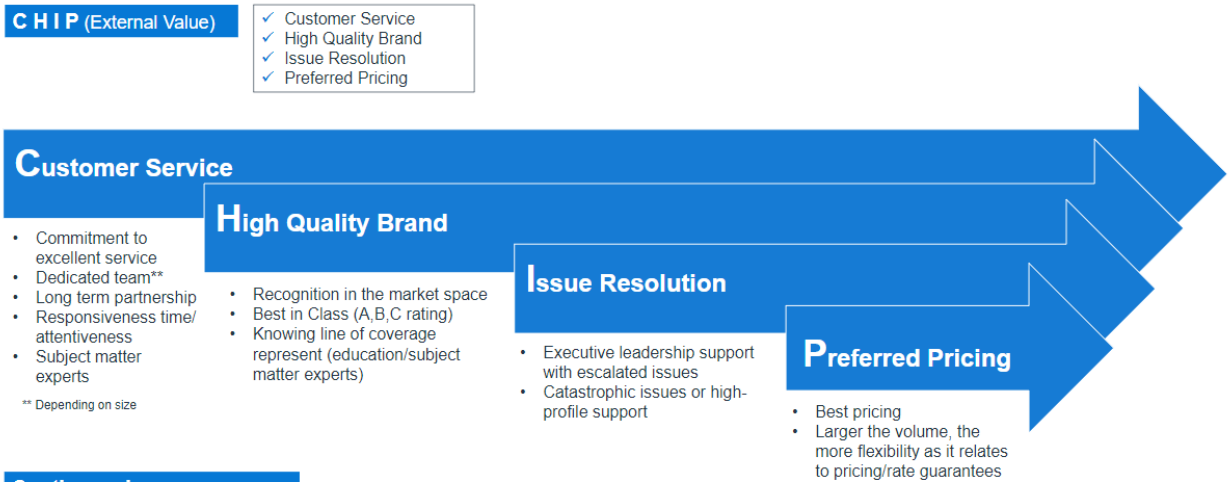
Our client communication standards can be regimented to the frequency and delivery method unique to our clients' needs and requests, whether that is face-to-face meetings, webcasts, teleconferences, or electronic communications.

For example:

- Weekly Service Calls
- Annual Service Calendar: establishes monthly goals and objectives
- Multi-year strategic plan: establishes long term goals and measurable results
- Client Satisfaction Surveys (*Frequency determined by LCSD*)
- Pre and Post Renewal Meetings

iii. How does the Respondent manage vendor (partner) relationships?

HUB is vendor agnostic and evaluates all vendors with whom we partner based on the value they will bring to clients. Our evaluation rubric comprises four parts, each of which represents significant value to the client:



A key role as your benefits broker is the vetting and management of carrier and vendor relationships. HUB has spent years fostering in-depth relationships with our carrier partners so that we can negotiate the best possible rates and terms for our clients and also resolve issues promptly. Notice we describe our relationship with our carriers and vendors as partners. As one of the largest brokers nationally, we have created a relationship that fosters significant influence and negotiating power to provide win-win scenarios for our clients. Additionally, HUB participates in the Advisory Councils of all the major medical and ancillary carriers both nationally and locally, giving us unprecedented access to key management personnel to support our clients.

It is our intention to partner with carriers who represent the same vision and values as HUB. HUB partners with carriers that are dedicated to providing the level of customer service that HUB customers come to expect and are willing to go above and beyond to ensure a positive client experience when things go wrong. Our Vice President of Marketing, Misty Randall, holds monthly calls with our carrier partners to discuss best practices, service deliverables, and pipeline opportunities. These calls serve as the foundation for making HUB Florida the easiest broker partner to do business with – and ensuring our clients reap the benefits.

HUB deepens our ability to serve clients through our outstanding marketing process. The two primary pillars in our carrier market strategy are HUB's 3C Partners and Critical Path.

3C PARTNERS

HUB International distributes the products and services of hundreds of insurers. In 2013, we embarked on a strategy to feature those carriers with whom we have our most effective relationships. We call it the 3C, or Customer-Centric Carrier (or vendor), strategy. We do not exclude any market – rather, we work in partnership with identified carriers/vendors to build and offer industry-leading solutions to meet the needs of our customers – existing and future.

Our clients enjoy unique opportunities to leverage insurance carrier relationships that offer best-in-class value from carriers who understand and share our vision.

HUB's Customer-Centric Carriers ("3C") are leaders in product development, underwriting, and customer service, who can insure our customers against a diverse array of risks. These carriers share our philosophy of delivering an enhanced customer experience through the development of

industry-leading products, service, and competitive pricing.

Here are five key benefits to placing your business with HUB's 3C carriers:

- ***Top-Level Support:*** HUB's 3C relationships mean that only the best and brightest carrier talent will attend to your submission and ongoing account service needs.

- ***Market Clout:*** Our industry relationships take years to develop and solidify. We confer these benefits to our clients with every submission.

- ***Risk Management Consultation:*** Our understanding of the insurance marketplace allows us to work with the most appropriate carriers to offer individualized assessments and solutions through your HUB broker.

- ***Services and Resources:*** When a loss occurs, experienced, best-in-class claims service and loss control assessment are completed.

- ***Submission Priority:*** Enjoy the advantage of primary underwriting consideration.

CRITICAL PATH

Our 3C Partnerships are continually evaluated, as is the placement of our business with 3C and non-3C partners, through a bi-weekly process called Critical Path. Critical Path is a formal account review process led by Scott Millson, President of Employee Benefits of HUB Florida. HUB Florida's largest accounts are discussed approximately 120 days from renewal. We evaluate the current carrier partnerships, how the program is running, and ensure that the client is receiving top-level support from our carrier partners. We ensure all HUB specialty practices have been engaged and discuss the 3–5-year strategy for the account. Through this initiative, we aspire to deliver Fortune 500 Solutions to our clients.

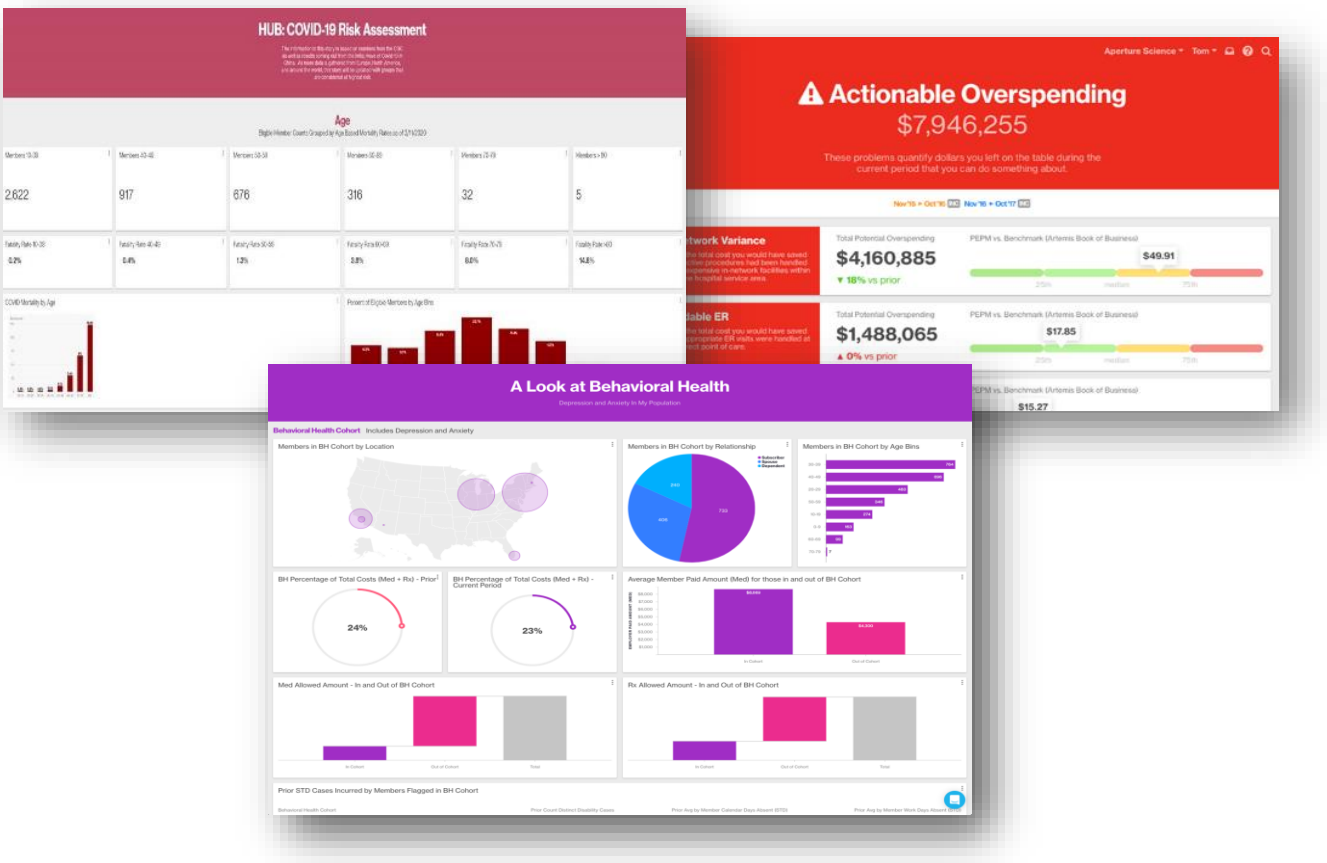
iv. Describe the underwriting and actuarial resources and expertise.

HUB serves as the Employee Benefits Consultant for 25,000 clients throughout the United States, nearly 5,000 throughout the South Region, and 990 within the state of Florida. We provide actuarial services for approximately 100 clients. We proudly serve as consultants for all of our clients, objectively guiding the benefit programs for our customers. We consult with our customers every day around market trends, benchmarking, data analytics, claim data, pharmacy trends, wellness initiatives, technology, compliance, human resources, and actuarial services. We are proud of the data analytics platform that we utilize on behalf of our customers, HUB Lens, Powered by Artemis Health.

In 2019 HUB conducted a comprehensive vendor RFP to support and expand our crucial HUB Lens Data Analytics platform, and we universally chose Artemis Health. Artemis was founded in 2013 with the express goal of improving healthcare through employee benefits optimization. Their flexible, reliable, and intelligent tools and services help self-insured employers, and their advisors find insights and take action with their benefits data. Also, their tools focus on ease of use, visual storytelling, executive dashboards, and fast answers to common questions. The Artemis Platform empowers users with out-of-the box reporting or custom deep dives, plus their exceptional services allow customers to make impactful changes to their benefits strategies. More than 6 million

members are currently in their data warehouse, and it will grow significantly via HUB Lens. Traditionally in this space, data analysis is done “top down,” meaning high-level signals that something may be amiss (e.g., high trend) are identified and explored until a root cause is identified. This approach is not without merit, but without a lot of manual effort, it may miss important opportunities to mitigate waste or improve benefits. Artemis seeks to systematically augment this with a “bottom up” approach which lets organizations make data-driven decisions.

Below are just several of the dashboards HUB Lens provides users:



v. Describe any special analysis that would help the Respondent manage the District's programs.

HUB's regional Data and Analytics leader will have a hands-on role providing sophisticated technical and financial analysis to the District. By dissecting historical claims utilization and financial data, we can determine the appropriate funding levels and future cost projections while simultaneously negotiating with carriers to optimize the greatest value to your spend. We will also conduct a detailed analysis of your annual costs, benefit plan design and plan performance to validate that your employee benefits program is consistent with your organization's strategic goals. We will assist you in defining and prioritizing your health and voluntary plan objectives.

vi. Describe the Respondent's experience assisting clients with complicated administrative issues and fostering positive resolution.

When we began our relationship with Leon County Schools in 2007, the District health insurance providers were Capital Health Plan (CHP) and United Health Care (UHC). These plans were not blended, therefore they had separate rates. United Health Care's rates were increasing substantially, so the District wanted to move away from UHC and asked if we could convince Florida Blue (Blue Cross and Blue Shield of Florida) would agree to provide group health coverage.

Florida Blue and Capital Health Plan agreed to insure the employees and retirees of the District, but only if they agreed on blended rates. The District agreed to this arrangement in 2008 until 2014. In 2015 the Florida Blue rates were increasing substantially more than Capital Health Plan, causing the blended rate to increase in the double digits. We believe the only way to help the District to lower their health rates was for CHP and Florida Blue to no longer blend their rates.

The challenge we faced was getting Florida Blue and CHP to do this. Also, if Florida Blue and CHP blended rates, adding another plan would not solve the ACA issue of affordability for its employees. The only solution, at that time, was for one or both to offer a "minimum value plan". Florida Blue and CHP had never agreed to this arrangement until we convinced them this was needed for the District to be able to meet the ACA requirements regarding the affordability issue. We arranged to have meetings with the top executives of Florida Blue and CHP to explain the Districts problem with the ACA and the solution was offering a "minimum value plan" and how the Florida Blue plan at that time was adversely affecting the overall blended rate. They agreed and it is important to note that this had NEVER been done before in the large group book of business and still is not done by CHP and Florida Blue for any of account except the local school Districts.

Florida Blue agreed to offer a "minimum value plan" beginning in 2015 thus helping the District with an affordable health insurance plan under the ACA requirements. In 2016 CHP also offered their "minimum value plan" to the District employees. The result of this un-blending of rates has reduced the District overall health insurance cost not only for the District, but for their employees.

It is very difficult to know what the savings has been since 2015, but we believe, at a minimum it has been at least 1.5% the first year and with the compounding effect, it could be as high as 2%. The savings in total to the District is at least $13,153,865 for the past several years and for the 2021/2022 year savings of $3,364,214. (The compounding effect is $500,000 each year)

Another example of how we have brought value to your Benefits Department, in 2015 we realized that the District was not performing monthly reconciliation on their carrier bills due to restriction of time by the staff. In discussion with the carriers and the District, it was decided that they would switch to "Self-Bill" instead of "Invoice Bills". There was still a need to reconcile the monthly deduction reports and Deborah worked with our IT department to fine a program that would make the reconciliation easier and less time consuming. Instead of just providing this program to the District, she took on the task of reconciling the monthly Deduction reports with the "Self-Bill" reports from the enrollment website, BenSelect and providing the district with a variance report on each coverage which in some instances have saved employees from losing coverage due to non-payment of premiums or denial of claims being paid.

vii. In the Respondent's opinion, what are the two major challenges companies our size face, and how it will help the District meet these challenges?

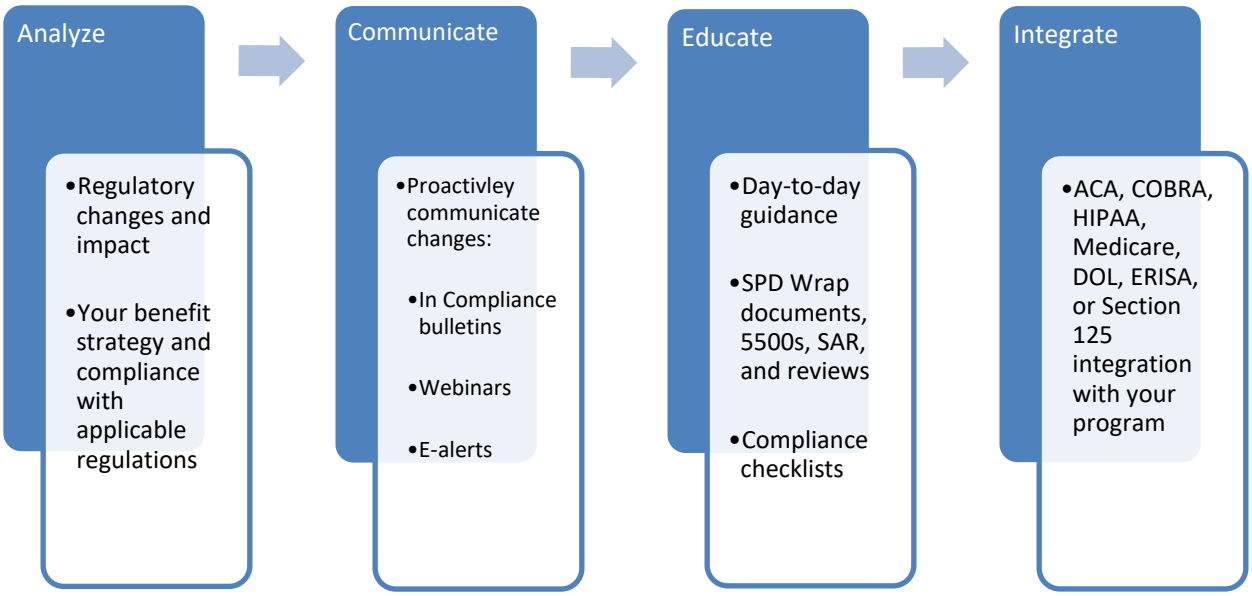
The two most significant challenges the District faces today are distinct and yet interrelated -- to design, develop, and deliver a cost-effective benefit strategy that also creates a competitive advantage to attract and retain the best talent within the County. While at face value these two objectives seem to compete against one another, it has been our experience in working with similarly situated organizations that both objectives can be successfully achieved.

The rising cost of health care is the major concern for all school districts, especially considering the needs of the diversity of the employees from Transportation, Nutrition Services, Administration, Teachers and Unions. With our expertise and the challenges facing the District, we believe we are well qualified to continue to work on your behalf in whatever changes you decide to implement. We will work diligently with the staff at the District to design a benefit program that maximizes the cost efficiencies available to an organization the size and complexity of Leon County Schools. As noted previously within this ITN, it is our primary responsibility as your employee benefits consultant to explore all options available to maximize the cost effectiveness of your benefit program.

From an employee engagement perspective, our history with working with your administration and unions, have given us a unique understanding of their specific concerns. We have worked and will work with staff at the District to implement unique benefit offerings and delivery vehicles to attract and retain the best teachers, administrators, and other critical staff members for the District. Whether it is an automated technology platform focused on streamlining education and enrollment or implementing a unique benefit offering, our goal is simple – create a benefit program that is second to none.

viii. Describe the approach to ensuring the District's employee benefits programs remain compliant with all federal and state laws?

HUB takes a proactive, strategic approach in ensuring compliance with regulations, as well as positioning clients for the future so they do not incur penalties or fines. Our four-step Compliance process ensures all facets of your benefits strategy comply with applicable federal and state laws:



We help our clients to be compliant with all federal and state laws. HUB establishes and follows a compliance timeline for each client to ensure all reporting and mandated documentation is being addressed. HUB offers a full continuum of compliance services coordinated through your Benefit Consultant and other specialists on staff which includes but is not limited to:

- Legal review of all plan documents and correspondence
- In-House Compliance resources and HR Attorneys
- Your Benefit Consultant will conduct a face-to-face annual compliance audit. The initial audit will be conducted once the PEO extraction is complete and annually thereafter. Your Benefit Consultant will advise you of updates, changes and where there may be gaps in plan or employee communications
- Regular updates and guidance on Health Care Reform
- Proprietary online Client Compliance Navigator
- Prepare, complete, and deliver for e-filing as appropriate any federal government filing requirements including Form 5500 returns, M-1 Filing, Summary Annual Report, and Medicare Part D disclosure
- Submit CMS filings on your behalf, and prepare Summary Plan Documents (SPD) and necessary HIPAA documents.
- Prepare all required annual notices
- New or updated forms related to required regulations will be provided to the benefits team along with guidance
- Frequent client seminars and webinars
- Information, consultation, and recommendations on employee benefit issues, trends and existing, proposed, or new legislation including but not limited to COBRA, HIPAA, Medicare, FMLA, CFRA, ADA, GINA and Department of Labor/IRS rules

- Access to the latest legislative updates and benefit news through the Benefits Portal
- Assistance with ALE determination
- Assistance with ACA Report filing
- Annual ACA affordability calculation
- Annual ACA minimum value calculation

ix. Describe the Respondent's HIPAA compliance guidance and how client records are maintained in compliance with HIPAA security requirements.

HUB is careful to comply with all HIPAA regulations, including a safe, secure environment for client files, shredding of documents, and secure encrypted emails. Files are audited regularly to ensure our procedures are followed appropriately. Each employee within our firm receives annual HIPPA/HITECH Training from a third party (certificates available for review), and electronic communications that contain any PHI are protected through a password-protected email encryption process. This system requires an email recipient to establish a user ID and password to open an email sent from our system to view the data.

If HUB requires assistance from a Subcontractor in performing services for the Client, HUB must enter into a Business Associate Agreement with such Subcontractor. It includes standards for the Subcontractor's use and disclosure of the Client's PHI that are no less stringent than those applicable to HUB as outlined in the Business Associate Agreement between HUB and the Client.

***Please see Addendum for a detailed copy of our HIPAA Policies and Procedures**.*

x. Describe how legal guidance is provided, does the Respondent employ in-house legal advisors or outside counsel?

HUB employs a team of ERISA attorneys across the United States that provide legal compliance consulting services to help our clients establish and maintain a compliant employee benefits platform. Members of our compliance team partner with our clients in an effort to minimize clients' exposures to audits, penalties, and lawsuits under state and federal laws affecting employee benefit plan sponsors. The compliance officers provide the most current guidance and regulatory information, hold positions on government advisory boards (such as the IRS Advisory Council task force), and weigh-in on federal tax and employee benefits laws.

Specifically, Chief Compliance Officer, Carrie B. Cherveny, Esq., provides compliance guidance, training, and support to LCS. Our CCO also provides regularly scheduled compliance reviews and responsive strategic compliance plans in response to LCS organizational and operational needs. Carrie B. Cherveny, Esq. is the Senior Vice President of Strategic Client Solutions in HUB's Risk Services Division. Carrie has 20 years of combined experience in employment law/ligation and employee relations working on the management side providing human resources and employment law consultation and guidance.

HUB South Compliance Services have been an integral part of the Leon County Schools ("LCS") and HUB partnership for many years. HUB compliance has provided robust training to the LCS human resources and payroll teams.

xi. Describe the Respondent's experience assisting clients with ACA and COBRA compliance.

Leon County School District will have access to our **Chief Compliance Officer**'s services to ensure the highest level of compliance support. Topics HUB's Chief Compliance Officers are called upon to assist clients include but are not limited to PPACA, COBRA, HIPAA, Medicare, DOL, and Section 125.

Previously Provided Custom Client Training and Workshops

Affordable Care Act – Operational and Filing Education and Compliance
When LCS was attempting to set-up and improve its ACA tracking, measurement, and reporting processes HUB brought in a team of ACA experts including an ERISA attorney, technology consultants, and process improvement/operations experts. This team conducted a half-day workshop with the LCS payroll team to design and develop it ACA workflow and process. We also provided deep-dive ACA training and education to the LCS team.

Family and Medical Leave Act
Likewise, the LCS HR and payroll teams had expressed concerns regarding compliance with the Family and Medical Leave Act. In response, Mingee Kim, our SVP of Workforce Absence Management, and Carrie B. Cherveny, Esq. designed and delivered a full-day custom FMLA workshop to review the current LCS policy and process, provide FMLA training, and create process improvements to achieve greater efficiency and compliance.

COBRA
For many years LCS administered its own COBRA program. In an effort to ensure that LCS minimized its risk and liability for COBRA compliance (a very complex component of ERISA), HUB designed and delivered a customized full-day COBRA workshop. During this program, we assessed the LCS COBRA processes, performed a GAP assessment, suggested process improvements and identified remedies. We provided in-depth COBRA compliance training to ensure that the LCS administrators were able to identify issues, and both appropriately respond and know when to seek HUB assistance.

Day-to-Day Guidance and Support

Regulatory Compliance

Headed by a team of highly experienced compliance attorneys, HUB's compliance team helps you establish a compliant platform and ensure your benefits and HR programs are in good standing. HUB clients have access to our team to ensure the highest level of compliance support on such issues as:

- Proactive answers and solutions
- New Client On-Boarding
- HR best practices
- Detailed annual compliance review & comprehensive checklist
- Analysis of the latest legal updates and how they impact LCS
- Signature ready 5500 forms (when applicable)
- Provide all required Plan Documents
- ACA worksheets and filing guidance
- Create a customized compliance checklist based on the client's specific compliance needs and existing technology capabilities.

- Review the LCS ACA lookback and measurement methodologies to ensure compliance with ACA rules.
- Review other benefits programs such as wellness, FMLA and leave of absence programs to ensure compliance with ACA, EEOC, and other related rules.
- Review employee classifications to be sure they align with specific ACA definitions and requirements.
- Conduct a "Pay or Play" analysis – as Exchange viability continues to be in question clients continue to reconsider and reassess their Shared Responsibility obligations and the cost of compliance.
- Conduct affordability analysis and make contribution adjustments as necessary.
- Review plan documents and plan operations to ensure compliance with various federal requirements including ERISA and ACA.
- Assist with reporting requirements 6055 (1094-B and 1095-B) and 6056 (1094C and 1095C) including technology solutions and training, education and support for form completion and filing.
- Provide customized ACA notices for distribution to employees and dependents that comply with various disclosure requirements include ERISA, HIPAA, and ACA.
- Provide ongoing compliance updates, training, and education.

HR Support Services

Our CCO also provides employee relations compliance support and guidance. HUB is committed to helping its clients reduce employment law risk and liability while saving time and resources. We provide robust and reliable, employment law and human resources guidance and support. As a supplement to HUB's in-house employee benefits compliance resources, HUBHR provides experts on a wide range of HR and legal issues such as employment law, HR consulting and unlimited training.

HUB has also been providing robust COVID compliance support and guidance ranging from health and safety requirements to vaccine mandates and incentives. HUB works closely with its clients to address their questions regarding COVID vaccines, safety, and the related employment laws. HUB has addressed client questions regarding workplace accommodations for medical conditions and sincerely held religious beliefs, FMLA, testing requirements, and confidentiality requirements (among other things).

Managing the requirements of the Affordable Care Act

As evinced by the 1094-C and 1095-C processes, employers continue to face increasing administrative and compliance burdens. The Internal Revenue Services (IRS), Health and Human Services (HHS), and Department of Labor (DOL) each have responsibility for enforcement of various aspects of the ACA and agency audits are increasing in frequency and in scope. The trend for compliance enforcement is not waning. It has become increasingly important to ensure that you have compliant plan operations and processes in place in the event of a government audit.

Additionally, the federal government continues to receive pressure to fund the ACA, and fines are an important budget item in funding the program. Employers need to have a proactive plan lead by subject matter experts to craft a strategic approach to this, and other regulatory costs. As a government entity, LCS faces heighted scrutiny around compliance and in the event of a violation, significant public pressure. Because of our longstanding relationship, HUB understands the unique position of LCS and works closely with LCS to ensure it is prepared to both in substance and in form.

HUB's CCO will partners with LCS on a day-to-day basis to addresses compliance questions and concerns as they arise. Additionally, we work with LCS on a strategic basis to assess its current and ongoing compliance efforts and subsequently, to build a long-term compliance strategic plan. As regulations change, we work with LCS to integrate those regulatory changes into the ongoing compliance strategic plan. More specifically, our CCO partners with LCS to:

- ✓ Create a customized compliance checklist based on the client's specific compliance needs and existing technology capabilities
- ✓ Review the LCS ACA lookback and measurement methodologies to ensure compliance with ACA rules
- ✓ Review other benefits programs such as wellness, FMLA and leave of absence programs to ensure compliance with ACA, EEOC, and other related rules
- ✓ Review employee classifications to be sure they align with specific ACA definitions and requirements
- ✓ Conduct affordability analysis and make contribution adjustments as necessary
- ✓ Assist with reporting requirements 6055 (1094-B and 1095-B) and 6056 (1094C and 1095C) including technology solutions and training, education and support for form completion and filing
- ✓ Provide customized ACA notices for distribution to employees and dependents that comply with various disclosure requirements include ERISA, HIPAA, and ACA
- ✓ Provide ongoing compliance updates, training, and education

Regulatory Compliance

Our compliance team, headed by experienced, our ERISA attorneys, work with LCS to ensure it continues to operate a compliant employee benefits platform. HUB conducts regularly scheduled compliance meetings with LCS to provide guidance regarding updates, changes and compliance risks. We provide timely, accurate updates on a wide range of legislative and regulatory issues so you can respond quickly to new developments. Our CCO meets with LCS both remotely and face-to-face to review regulations that impact your health & welfare program. Your HUB Chief Compliance Officer works with LCS to provide:

- One-on-one consultation
- Client seminars and webinars
- Online resource center providing access to the latest regulatory updates, best practices, and client guidance whenever you need it.
- Timely, accurate updates on a wide range of legislative and regulatory issues including but not limited to ACA, ERISA, COBRA, HIPAA, FLMA, ADA, Medicare, and IRS rules. As a client, LCS is subscribed to our email bulletins.
- External compliance resources to supplement state and federal compliance obligations
- Legal review (and update if necessary) of legally mandated plan documents and materials
- Prepare signature-ready Form 5500 documents (although LCS is a government employer and not subject to 5500's).
- A review of plan operations to ensure compliance with plan documents and applicable employees benefits regulations such as Section 125 and ERISA

HUB International Seminars & Webinars

HUB believes strongly in educating our clients and the HR community about changes and trends in our industry. We offer complimentary seminars and webinars throughout the year on a variety of topics, including legal updates, featuring nationally recognized industry experts. Clients are invited to attend all HUB seminars and webinars. Below is a partial list of HUB seminars that have been offered:

- Employers Fiduciary Duties in a Health and Welfare Program
- COVID in the Workplace: Vaccines, Safety, and Employment Law Considerations
- "How to" FMLA
- "How to" ACA
- Vaccine Incentives and Mandates
- SIHRA, ICHRA, and other Consumer Benefits
- The Future of Employer Health Insurance Programs
- Mental Health Parity and an Employer's Audit Obligations

In addition, HUB CCOs frequently present at conferences, industry events, roundtable discussions and webinars, helping employers understand the compliance obligations in a health and welfare program.

2020 HUB Webinars

National

- How the SECURE Act Will Change Retirement: What Employers Need to Know
- Construction Fleet Safety: Your Blueprint for Controlling Costs and Risks
- Specialty Drugs: Creating a Compliant & Compassionate Response to High Cost Claims
- Market Outlook: How the Coronavirus Crisis May Impact Your Corporate Retirement Plan
- Managing Your Business Through the Coronavirus Crisis
- Putting the Brakes on Rising Insurance Costs
- Supporting Your Workforce Through the Coronavirus Crisis
- Market Outlook: How the Coronavirus Crisis May Impact Your Corporate Retirement Plan (with JP Morgan)
- Executive Overview: Small Business Assistance Under the CARES Act
- Market Outlook: How the Coronavirus Crisis May Impact Your Investment Portfolio (with Clearbridge)
- Managing the New Norm: Nurturing a Virtual Culture
- Cyber Risk: Protecting Your Remote Business
- Beyond the CARES Act: Considerations for the COVID-19 Era
- Virtual Summit: Ready for Tomorrow
- Creating a Safe Space: Conflict De-escalation
- Mitigating the Next Post-COVID Crisis: Claims, Lawsuits & Lessons We Can Learn
- Managing health plan viability during the era of COVID-19
- Creating a successful employee virtual enrollment

- Supporting your employees mental health during times of crisis
- Mapping a compliance strategy in times of change
- Recalibrating Your Employee Compensation Strategy
- Recalibrating your retirement
- Senior Care and Mental Health
- Participant Market Outlook
- Recalibrating Your Employee Retirement Plan Strategy
- Suicide Prevention in Construction
- ACA Reporting
- COVID & the Holidays - Employer Liability
- COVID & the Holidays - Mental Health
- Real Estate Hard Market

Local/Regional

- Taking Control of Your Healthcare Costs – Managing Cost, Not Rate
- Preparing for the Next Phase: Critical Considerations for a Return to Work Strategy
- How to FMLA Webinar: A Guide to Understanding the Family Medical Leave Act
- Compliance Matters: A guide for Small Businesses with less than 50 employees
- ERISA & Fiduciary Duty: What's Your Responsibility?

2021 HUB Webinars

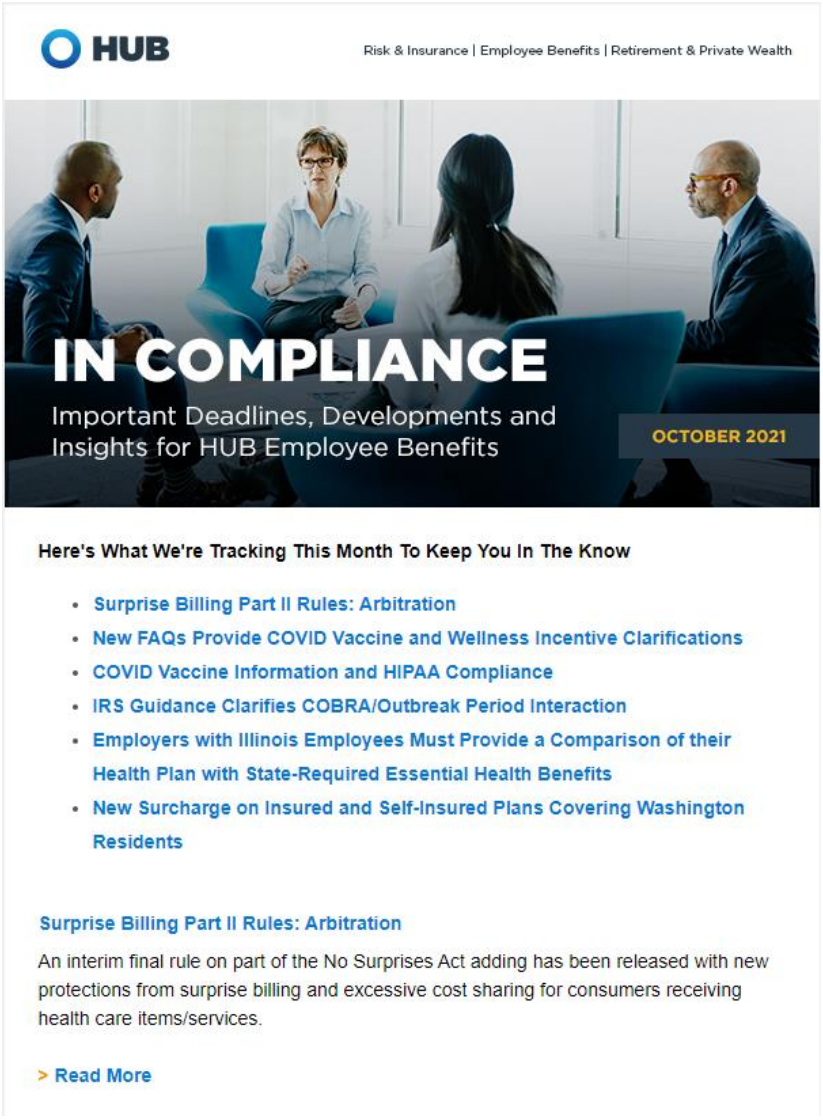
National

- Vaccine in the Workplace: Employment Law, Benefits and Well-Being
- 2021 Retirement Plan Sponsor Regulatory Outlook
- Implementing an Employee Vaccination Program: Cost, Access, and Communication
- Beyond COVID-19: Vaccines and the Workplace - Evolving Risks and Lessons Learned
- Hidden Risks in Your COVID Safety and Vaccine Program
- Let's Talk SPACs - Session 1: Sponsoring a SPAC
- Let's Talk SPACs - Session 2: de-SPAC – So Now You're a Public Company
- ARPA COBRA Subsidy: The Answers We've Been Waiting For
- Straight Talk About ICHRAs
- HUB Small Business Retirement Plan Webinar
- Cannabis Risk Management Essentials
- Reimagining the Future of Hospitality (US)
- Reimagining the Future of Hospitality (Canada)
- Protecting Your Board: Insurance Implications in the Aftermath of the Champlain Towers Collapse
- Leave of Absence Programs in the Post-COVID Era
- At the Crossroads of Mandated vs. Voluntary Vaccinations: What Employers Need to Know

- You vs. Plaintiff's Attorneys: Protecting Your Company from Catastrophic Lawsuits
- Recruiting, Engaging & Retaining Talent in a World in Flux
- Benefits Compliance & Regulatory Changes: What to Expect for 2022
- Vaccines part 2
- Virtual Summit: Resilient

Local/Regional

- American Rescue Plan Act Webinar
- Employee Benefits and COVID Regulatory Update and Outlook
- How to FMLA: A guide to understanding the Family Medical Leave Act
- 2021 Compliance Matters: A guide for Small Businesses with less than 50 employees
- ACA Refresher Webinar



Please see Addendum for an <u>abbreviated</u> Sample of our Compliance Checklist.

xii. Describe the Respondent's experience assisting clients with Form 5500 and Summary Annual Report preparation.

As a Public entity, Leon County School District is not subject to 5500 filings. However, our HUB Compliance Team, headed by **Carrie Cherveny**, meets annually with our clients to review their compliance needs and to help facilitate any reporting. She also is available by telephone and email to answer any questions that arise. HUB prepares the District Annual Compliance notices and be distributed to the District employees.

xiii. Describe the Respondent's experience in benefits benchmarking, types of recommendations made, and how recommendations are communicated to clients.

Our Data Analytics and Actuarial team partner with your core team client analyst to provide sophisticated technical/financial analysis, to the extent we are able based on the carrier's willingness to provide us with access to claim information. We begin by dissecting historical claims utilization and financial data to determine the appropriate funding levels. Then, we proceed to extrapolating future cost projections while negotiating with carriers to achieve the greatest value to your spend. We use a customizable underwriting tool consistent with industry standards and to best meet our client's needs. Ongoing plan management is critical to the employer's fiduciary responsibility and cost containment.

For a group the size of the Leon County School District, the carriers will provide standard reports that will highlight the utilization for the coverage period. HUB will review and analyze those reports and request additional "ad hoc" reports to drill down on any identified utilization trends that require more detail. HUB will then create a custom report for the School Board that highlights utilization and provides strategies for mitigating any evident negative trends. Strategies could include plan design changes, network changes, or employee education.

Cost containment comes through many levers, including:

- Plan design
- Network discounts and utilization
- Nested networks
- Efficient third-party arrangements
- Risks of your member population
- Ongoing management and auditing of your plan

To assist in plan management including but not limited to claims and underwriting analysis.

By analyzing your claims with our sophisticated data analysis tool, HUB can help you:

> Develop trend management, plan design, and cost containment strategies
> Compare health plan costs and utilization to similar demographics, industries, and regions through benchmark comparative data
> Identify cost or utilization concerns
> Create communication campaigns with staff that will target areas with the highest potential to improve health and reduce high dollar claims and high utilization

Analytics would typically include:

> Utilization Summary Report
> Large Claim Report
> Ongoing Shock Claim Analysis
> Renewal Development
> Contribution Strategy

- Claim Lag Report
- Paid Claims Report

Finally, our process includes these steps on a quarterly basis:

- Analyze your claims data
- Dig deeper to find problem areas
- Explore solutions
- Implement solutions to save money

HUB will provide the following standard reports:

- Monthly/ Quarterly/ Annual Reporting as requested
- Aggregated claims review
- Trending (incurred vs. paid)
- Utilization Analysis
- Demographic Review
- Underwriting analysis
- Executive summary
- Utilization reporting review to examine claim trends and areas of concern
- Carrier/TPA/PBM compliance against pre-negotiated performance guarantees

Additionally, a variety of analytical tools will be provided to support plan design strategies. These include but are not limited to:

- Third Party Claims warehousing and analytics (HUB Lens, described below)
- Multi-year strategy document
- Industry and region-specific benchmarking
- Plan design comparisons
- Carrier analysis and comparison
- Monthly experience reports (specifically for self-funded clients)
- Contribution modeling
- Best practice guidance
- Self-funding report and analysis
- PPACA modeling and compliance

Depending on your needs, our analysis may include the following:

- Forensic claims data analysis to uncover utilization by member class and service type, including in-patient hospital, primary care, specialist, x-ray/lab, and prescription drugs
- Demographic analysis of your current enrollees and payroll contribution analysis.
- Evaluate population segments (employee, spouse, and children) by region and present the best suitable design alternatives
- Benchmark your benefits against industry norms, company size, and geographic region
- Identify cost trends and disease management opportunities through utilization review

and clinical data analysis in collaboration with our population health management specialists and consulting physician

- Perform trend analysis from available diagnostic and normative data to forecast projected benefit costs
- Analyze network discounts and geographic access
- Assess current funding arrangements for appropriateness and assist in developing employee contributions levels
- Conduct detailed plan modeling to gauge the impact of proposed plan changes
- Review managed care expense and administrative service fees, where applicable
- Conduct feasibility study for captive insurer arrangements

HUB clients are enabled with mutually accessible data mining tools, to ensure a truly independent lens from which to view claims and actionable items. During the setup of these cases, two years of claims data are ingested in the data system, and an error report is returned to identify line items of missing information that, while typically are data point errors which are easily identified and remedied (pap smear claim paid but member coded as male), can sometimes lead to evidence of fraud, waste and abuse (multiple claims for surgical equipment for the same surgery). We use this data to routinely generate error reports to return back to the TPA for data cleanup. This effort is ongoing to ensure that not only valid data is represented, but also that the client's money is being spent appropriately. One dashboard example is shown below.

Additionally, at each renewal, HUB reviews the information revealed on the error reports and seeks to learn of the improvements that the TPA makes in their claims system to ensure of continuous improvements. Data validity is the core element of claims analysis and cost modeling.

All presentations are peer reviewed for content appropriateness, accuracy and clarity before being presented to a client.

2) Plan Sourcing and Selection

i. Describe the process for soliciting, evaluating, and selecting vendor partners.

HUB Public Risk understands that the RFP procedure for municipalities and we are prepared to work with your procurement department in creating the needs assessment for the RFP:

- Develop vendor selection criteria
- Evaluate proposals including contract/benefit/cost analysis
- Conduct carrier network and discount re-pricing analysis of claims for Medical, Pharmacy Benefit Management, Dental, Vision and voluntary benefits.
- Name finalist and present recommendations to the District
- Conduct and participate in carrier implementation meetings

We evaluate a wide variety of vendors (including your current contracts) to ensure a match best suited to your needs.

To maximize your efficiency, we consider:

- Pre-marketing evaluation of census data, network service areas, and administrative needs
- Vendor renewal methodology, experience data, and assumptions for accuracy and logic
- Client support services, financial ratings, and accreditation
- Provider network accessibility/employee match
- Plan administration and flexibility
- Network discounts and geographic access
- Claims repricing analysis
- Critical analysis and comparison of features and costs
- Vendor performance guarantees
- Data Analytics and Reporting Capabilities

It is critical to partner with a carrier or TPA with a proven track record of success, one fully capable of providing a holistic, tailored business solution. HUB will work with you in determining a list of vendors best equipped to meet your plan goals and objectives

ii. Describe the process for negotiating renewals, include examples of success in negotiating renewals.

The renewal process is driven by the multi-year strategic approach that will be developed exclusively for the Leon County School Board.

We take a proactive and strategic approach to promoting the Leon County School Board the marketplace prior to releasing the RFP to the carriers and will engage the identified vendors early and often to ensure they fully understand the strategy and approach that the Leon County School Board will execute over multiple years. This allows vendors to be better informed and more comfortable with assessing the aggregate population risk over multiple years, resulting in more aggressive underwriting and renewal terms.

Our philosophy is to begin the renewal as early as possible, conduct a comprehensive analysis, identify requirements, survey the marketplace, conduct the RFP process, and implement appropriate changes.

The renewal process is driven by the multi-year strategic approach that will be developed exclusively for the Leon County School Board. Our philosophy is to begin the renewal as early as possible, conduct a comprehensive analysis, identify requirements, survey the marketplace, conduct the RFP process, and implement appropriate changes.

Our Renewal Timeline was designed to ensure complete and thorough attention to necessary details of your account. The Renewal Timeline spells out responsibilities and periods beginning five months before renewal and involves both the HUB Client Service Team and client representatives in the process; the Renewal Timeline was developed to allow sufficient time for all concerned to examine past programs and consider future alternatives.

Once a program is designed, it is examined and adjusted as needed. As market conditions change, HUB studies the effects these changes will have on your organization's program. Developments and Review alternatives trends within your organization are also examined to determine the need for new programs and approaches. The Renewal Timeline will be provided to you and all members of the HUB Client Service Team prior to any renewal meetings.

The initial renewal meeting will recap the terms of the existing program and examine current market conditions. The time to look at alternative markets and programs might not have been suitable for the previous policy period but may be effective for one upcoming term. Necessary renewal activities will be identified and assigned to HUB, insurers and other service providers.

We are committed to ensuring that the Leon County School Board will always feel confident it made the best decision in placing its consulting and advisory needs with the professionals at HUB Public Risk. You can rely on our team's commitment to meet you current and emerging needs. We are 100% transparent on all compensation we earn and will gladly share annually all contingency agreements and bonus overrides with carriers engaged with the Leon County School District. We have no owned intermediaries outside of the special practice areas described in this proposal. All services proposed here are included in our fee/commission.

iii. Describe how the Respondent plans to involve the District in the process and maintain transparency.

Our success is rooted in what we value most: excellence, accountability, and transparency in everything we do for our clients and our company. We have built long-lasting relationships with our clients by delivering results. As we develop your customized communication plan, we will incorporate ways to obtain employee feedback on the benefits program.

HUB International is dedicated to maintaining and upholding the highest standards of ethical conduct and integrity in all of our dealings with you, our client. We want to be your trusted risk advisor, and as such, we need to earn your confidence. So, we are making a promise. We call it ***The HUB Advantage***. Our mission is to make the advantage yours – and this is our commitment.

- We strive to secure the most favorable terms from insurers, taking into account all of the circumstances – the risk you need to insure, the cost of insurance, the financial condition of the insurer, the insurer's reputation for service, and any other factors that are specific to your situation.

- We are open and honest as to how we are paid for placing your insurance. Our answers to your questions will be forthright and understandable. When we intend to seek a fixed fee for our efforts, we will disclose it to you in writing and obtain your approval prior to coverage being bound.

- You make the ultimate decision as to both the terms of insurance and the company providing your coverage. Our objective is to provide you with choices that meet your insurance

needs, and to educate you so your decision is fully informed and best suited to your circumstances.

- We comply with the laws of every jurisdiction in which we operate, including those that apply to how insurance brokerages and agencies are paid. If the laws change, we will respond in a timely and appropriate manner.

We take our responsibility to our customers very seriously. If at any time you feel that we are not fulfilling your expectations – that we are not meeting our Client Commitment – please contact your account executive or call our toll-free client hotline at 1-866-857-4073, and your concerns will be addressed as soon as possible.

iv. Provide a proposed timeline to ensure plans are sourced and secured for Open Enrollment 2022.

We have effectively partnered with Leon County the last several years to host a clean, precise, and successful Open Enrollment. The below timeline was jointly developed with Leon County to ensure that it provides sufficient lead time for all the activities to be successfully managed and processed.

- **October** - Confirm employee's enrolled at carrier levels and preform first carrier remittance variance reports.
- **November** - Meet with District Benefit staff, HUB staff and Total Benefit Solutions to have post-enrollment meeting to discuss any issues or concerns.
- **December** - HUB Account Manager continues to have daily contact with Districts Benefit Team. Handle employees' benefits issues while District is on Christmas break.
- **January** - HUB Account Manager continues with daily administration
- **February** - HUB Account Manager continues with daily administration
- **March** - Meet with District Benefits team to begin strategizing how well current benefits are running and if need for marketing any coverages.
- **April** - Schedule meetings with carriers to discuss renewal statistics etc. Schedule pre-renewal meeting with Districts Benefits Staff and LCS Insurance Committee. If going to market for coverages request census and prepare to send to carrier either by negation or RFP process.
- **May** - Finalize products to be offered with meeting LCS Insurance Committee and recommendation to School Board for approval.
- **June –** Seek School Board approval of coverages and begin process for open enrollment and confirm date for open enrollment.
- **July -** Send renewal rates to Total Benefit Solutions (TBS) for updating enrollment website. Testing in Selerix to confirm rates are correct. Send post card to employees regarding dates for open enrollment and how to enroll. Open enrollment usually begins last week of July.
- **August -** Open Enrollment
- **September**—Finalize files to send to carrier and upload to Skyward for September payroll deduction for new plan year.

3) Enrollment and Member Services

The Respondent shall describe its approach to communication and engagement, including:

• Soliciting employee feedback (using surveys or other means).

One of the most effective ways to understand employee satisfaction is through an anonymous survey. HUB has developed a comprehensive list of 'best in class' employee survey questions. Answers to these questions help us to dig deeper and find more meaningful ways to improve your benefits program via direct feedback from your employee population.

We are proactive in ensuring client satisfaction every step of the way:

1. HUB Strategic Leaders meet with the client's executive team throughout the year to ensure expectations are being met, and satisfaction levels are high.
2. We conduct a formal Client Satisfaction Survey bi-annually. Most recently, scores revealed that 100% of our clients are "satisfied to very satisfied" and that 100% of our clients "would recommend HUB's services to another company."
3. We keep abreast of the needs and wants of the marketplace through our HUB Advisory Council. Serving as the "voice of our clients, this group meets quarterly to provide feedback on needs and challenges and how HUB can best respond. We also discuss industry trends and solicit their feedback on new products and services before launching them.
4. HUB's philosophy for providing service is one of excellence, accountability, and transparency. Our reputation is built on our ability to develop long-lasting relationships by delivering results. Our commitment to this philosophy is reflected in our industry-leading client retention and client satisfaction rates.

HUB has developed a process to track objectives and activities associated with our clients. We utilize our agency management system, **BenefitPoint®**, to track all communication. Also, we track our client objectives by our multi-year strategic benefit plan and annual stewardship report.

- All email, hard-copy, and verbal communication are stored in our electronic client files. These files are accessible by all account team members to refer to for documentation and issue resolution.
- An action item log is kept for all issues requiring a resolution. This log enables us to keep track of the outstanding item and assigns responsibility to the appropriate account team member. The log is monitored by the account executive to ensure timely response and resolution.

The processes, communications, events, service histories, etc. that are tracked within **BenefitPoint®** are utilized during our client stewardship review process. The information is also utilized to identify training and communication opportunities with our clients' employees, as well as part of HUB's internal continual improvement process

How programs are communicated and promoted to Members;

Communication is at the heart of what we do. Whether it is meetings (group and/or one-on-one), electronic communications, enrollment guides, compensation statements, or online communication portals, our goal is to have your employees fully comprehend the value of the benefits offered by the Leon County School District. We will work with the School Board's staff in developing a comprehensive communication strategy that integrates with the overall employee benefits strategy. We know that if an employee understands and appreciates their benefits, a critical first step is made toward empowering them to make cost-effective decisions. We also understand today's workforce also includes many different work styles, meaning employees may respond more positively to one medium over others.

We will utilize multiple channels of communication—such as HR portals, mobile apps, text messages, videos, emails, and printed communications—to help serve different employee groups more effectively. These varied communication methods increase the chances that busy employees will read materials.

We will begin by reviewing your current employee communication processes and materials and recommending enhancements. Our annual communication plan is designed to support open enrollment, new hire education, wellness initiatives, and provide ongoing education about benefits to steer employees toward more effective and cost-efficient utilization of medical care.

You will have access to HUB's expertise, tools, and resources to develop strategies and materials to communicate your benefits programs effectively. We can assist you in the development of the following:

- Coordinate open enrollment meetings, prepare presentation materials including customized open enrollment guides and carrier collaterals, new hire guides, PowerPoint® presentations, GoToMeetings®, and facilitate employee meetings. We also offer a voice-over PowerPoint presentation of our open enrollment guide, which employees can view with their families on any computer or mobile device.
- Customize enrollment forms and online enrollment processes.
- Develop employee surveys and benefit statements.
- Consult with you on the development of various communication tactics (print, web, and mobile) based on the demographics and location of your employee population.
- Identify areas of concern based on medical utilization reports (when available) that point to the need for customized campaigns to steer proper utilization.

A partial listing of standard employee communications:

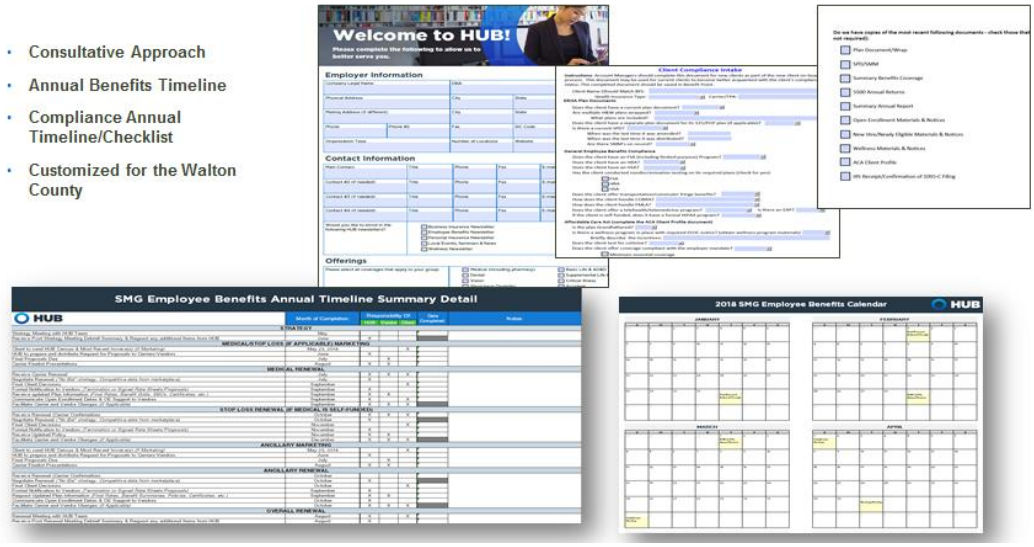
- Benefits Booklets and Folders
- “HUB Benefit Spot” Mobile App
    - Benefits app designed for the Leon County School Board that will be customized to include links to your benefits resources (guide, SPDs, SBCs, etc.), company and carrier contacts, educational videos, cost comparison tools, and more.
    - This informational app is available to use for prospective or active employees to educate on the benefits available. With your current system through Paylocity, we will evaluate how this app could round out your information communication to employees.
- Benefit Statements
- Legislative, Wellness and other Briefs via email, webcast, seminars and hard copy
- Human Resources Tools
- Employee Surveys
- Customized Member Communications
- Text, Facebook, Twitter, LinkedIn
- Email blasts to employees about open enrollment
- Pre-recorded, web-hosted open enrollment presentations

Each year we evolve our deliverables. We’re up on the trends and unique offerings in the industry to assure you’re getting the most from C&D Core to drive employee engagement.
Included in your consulting fee is our HUB **Benefit Spot** mobile app which offers the following benefits:

- Reach employees where they spend much of their time—on their phone
- The ability to include links to on-demand education videos, carrier documents, cost comparison tools, etc.
- Available on both Android and iPhone

We utilize our agency management system, **BenefitPoint®**, to track all communication. Also, we track our client objectives by our multi-year strategic benefit plan and annual stewardship report.

- All email, hard-copy, and verbal communication are stored in our electronic client files. These files are accessible by all account team members to refer to for documentation and issue resolution.
- An action item log is kept for all issues requiring a resolution. This log enables us to keep track of the outstanding item and assigns responsibility to the appropriate account team member. The log is monitored by the account executive to ensure timely response and resolution.



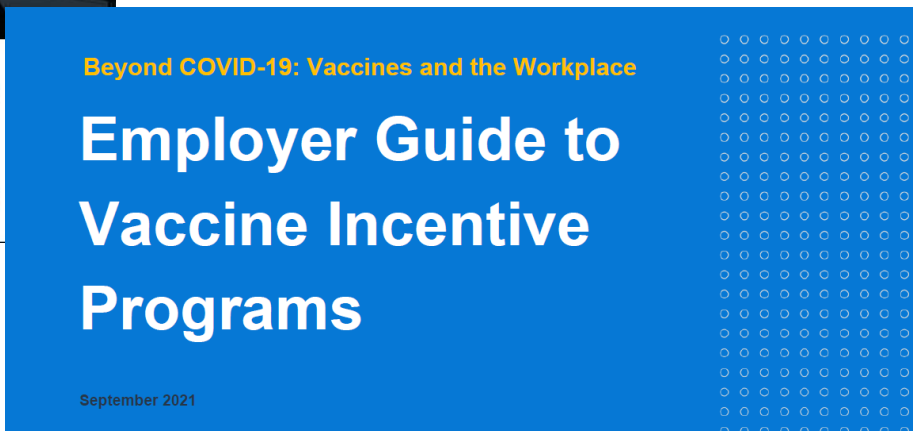
The processes, communications, events, service histories, etc. that are tracked within **BenefitPoint®** are utilized during our client stewardship review process. The information is also utilized to identify training and communication opportunities with our clients' employees, as well as part of HUB's internal continual improvement process

Sample communication and promotional materials

The regulatory environment is constantly changing. We believe it is our responsibility to read and analyze regulatory changes and then determine their impact on a client-by-client basis. We find value in summarizing how new legislation would impact your plan documents instead of simply forwarding the information for your interpretation. Our summaries of any relative changes are supplied timely and regularly as regulation changes take place. Through monthly seminars and communications specific to Federal and the State of Florida


HUB
Risk & Insurance | Employee Benefits | Retirement & Private Wealth
IN COMPLIANCE
Important Deadlines, Developments and Insights for HUB Employee Benefits
SEPTEMBER 2021
Here's What We're Tracking This Month To Keep You In The Know
ACA Affordability Percentage Goes Down for 2022
Excluding Gender Reassignment Surgery Comes with Risk
San Francisco Health Care Contribution Increasing for 2022 and Remote Worker Guidance


WEBINAR
2021 ACA Reporting
Complex Changes - Are You Ready?
HUB
October 12, 2021 | 10:00AM — 11:00AM EST
CARRIE B. CHERVENY, ESQ.
Senior Vice President, Strategic Client Solutions & Compliance
LISA BURKHART
Compliance Manager


Beyond COVID-19: Vaccines and the Workplace
Employer Guide to Vaccine Incentive Programs
September 2021

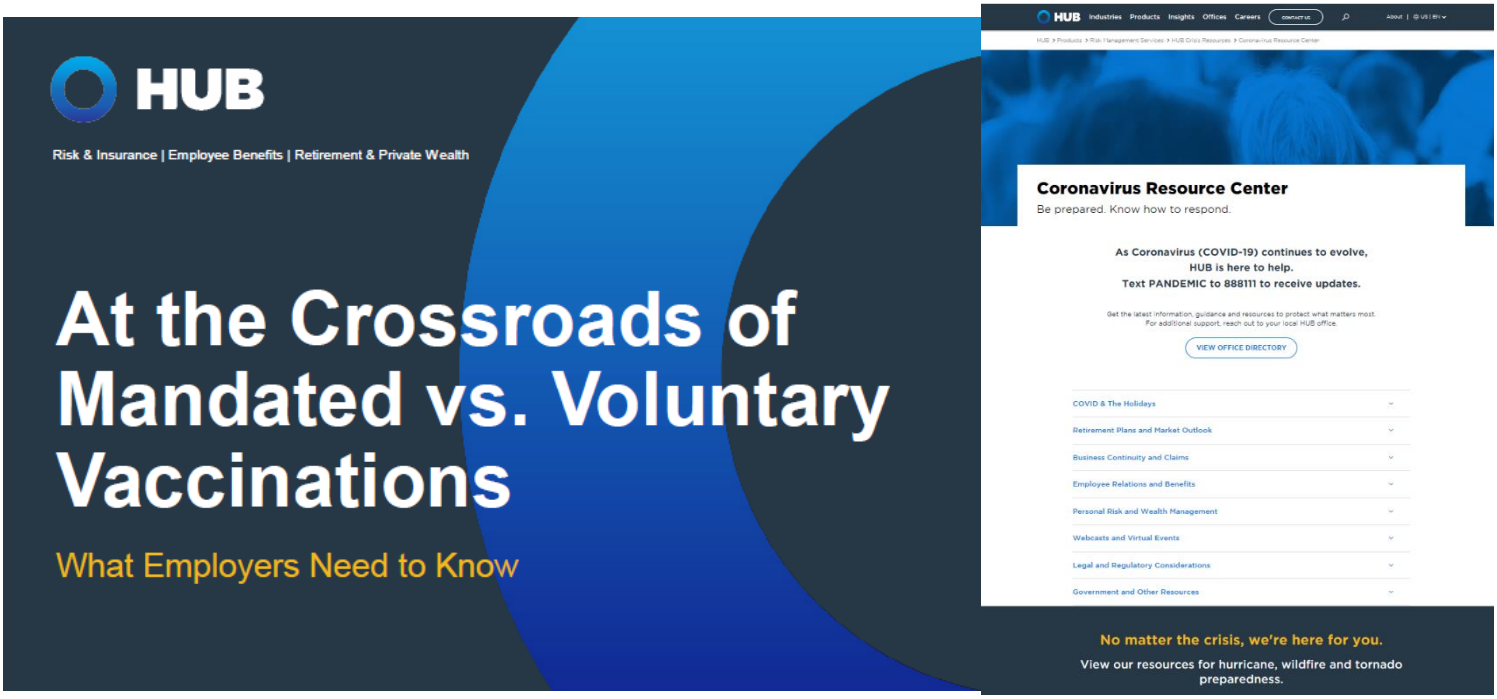

2020 BENEFITS GUIDE
POWERING OUR COLLECTIVE SUCCESS


Your Annual Enrollment Is Coming!


NEW FAMILY FOCUSED BENEFITS
Benelove


2018 MARCOM
PLATINUM
WINNER
More CONTROL in Your Hands
BE PROACTIVE
Benefit Communication Made Easy!
Dive

HUB also offers a free COVID-19 question hotline for your employees.

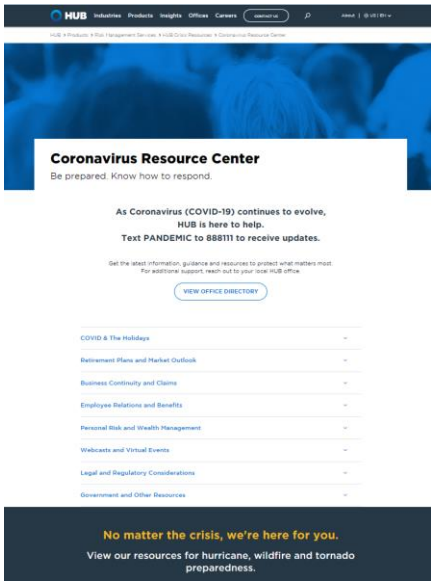


COVID-19-Resources

HUB stands ready to assist you in navigating the COVID-19 Crisis for your business today and in the future.

HUB has created a resource page to assist you in this unprecedented time and have several webinars and industry documents available for viewing with the most current information available.

HUB Coronavirus Resource Center link: https://www.hubinternational.com/products/risk-services/hub-crisis-resources/coronavirus-resource-center/



Benefits of the programs to Members;

The purpose of the Benefits offered to the employees is to minimize their out-of-pocket costs and maximizing the value of their benefits package.

Every year we work with your Insurance Committee to review the Districts benefits and they take their mission very seriously. From time to time a new need or interest in different benefit coverages will arise and our HUB Team, your Director of Benefits, Pam Faulkner along with your Insurance Committee will discuss the feasibility of adding that coverage to the District package. If a new benefit is added, we go to market to find the best coverage for the price to the employees of Leon County School District.

We realize that communicating these benefits may take many directions and we have worked with the Benefits Department to with mass emails that describe products, enrollment website and District Benefits page to give as much guidance on the coverages offered and their benefit to the employee and their families.

Programs that foster employee wellness, including any proposed programs or tools;

HUB Health & Performance Practice

Overview

HUB's Health & Performance practice delivers innovative consultation and proven solutions to create a healthy, high performing organization and is designed to support each client's wellbeing goals. Strategic Consulting is included within our value-added services.
HUB's Health and Performance team provides strategic consultation in designing an effective and sustainable wellness program specific to your organization's unique culture, in conjunction with short-term and long-term program goals. We will advise on program models, incentive design, communications and effective strategies for successful integration with your current health and wellness programs.

Wellness program tools include wellness vendor partnerships, healthy culture development, industry leading program design and compliance, annual health evaluations, employer aggregate reporting, personalized health reports, health coaching, on-site courses and online tools, as well as, full program administration, record keeping and reporting.
When data analytics tools are in place, or HUB's Data Analytics team is engaged, unique population groups can be measured to assess the impact of wellness programs. High risk members can be easily identified and tracked over time using claims information, biometric screening data, and (if applicable) clinic participation. Health & Performance is a key component of HUB's value proposition and client multi-year strategy.

Overarching client goals will fall within different phases of the wellbeing spectrum from awareness, to engagement and accountability. Organizations that invest in, and focus on, health as a business strategy gain significant value from the resources HUB has to offer. HUB believes that one size does not fit all so we offer our clients wellness solutions that fit their specific needs and can offer wellbeing programs from basic to a comprehensive outcomes-based wellness program.

Some of HUB's wellness tools are as follows:

- HUB has created Monthly "Wellness in a Box" Resources for both Small and Mid-Size clients that include topical flyers, posters, newsletters, tip sheets and easy to administer wellness challenges.
- Budgeting and Incentive Calculators
- Wellness Program Compliance Checklist
- Toolkits: Wellness Committees, Tobacco Cessation, Incentives Best Practices
- Utilize Wellness Navigator platform for comprehensive vendor searches

Our Expertise

We believe organizations focused on health as a strategic initiative lead to both improved health of their employees and a more efficient and effective company. Guided by this principle, we develop strategies and implement programs that complement our clients' goals and create environments where positive mental and physical health can thrive. HUB has successfully created a paradigm shift in corporate culture for our clients from managing disease to supporting holistic wellbeing led

by a strategic framework. The results: increased productivity, increased morale and retention, and a measurable value on investment including reductions in health insurance trend.

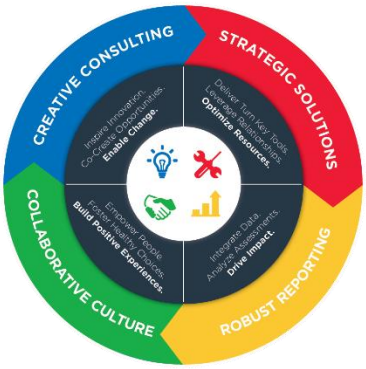
Employee benefits and wellbeing / wellness thrive together and should be integrated into a single solution to deliver the optimal results. With this in mind, we have significantly invested in HUB's solutions over the last seven years to include one of the most experienced and robust Health & Performance consulting practices in the industry. We collaborate with our clients to design benefits and incentives that engage and encourage employees to lead healthier lifestyles to align with a culture of wellness.

HUB's experienced Health & Performance team is comprised of 18 dedicated full-time employees each with a minimum of 4 years in the benefits and corporate wellness industry. Our clients have received local and national awards for their accomplishments in wellbeing and wellness. Additionally, we are a known leader in the wellness industry by the medical carriers. HUB works closely with each of the major carriers and vendors, staying on top of the latest trends, and in many cases are the innovators of new solutions and designs which we can leverage and integrate into our clients' overall strategy.

And most importantly, we ensure compliance with regulations on the programs and strategies we implement. ACA, EEOC, ADA, and GINA each have very specific stipulations and notifications that must be implemented. HUB understands these complexities and works closely with our clients to ensure compliance.

How We Approach a Wellness Strategy

HUB Health & Performance Model:
We believe organizations focused on health as a strategic initiative experience both improved health of their employees and a more efficient and effective company. In order to successfully achieve these objectives, companies must attack population health management with the same rigor of any other important business initiative. To appropriately guide our clients through this process, HUB has developed a model we deploy with each client.



HUB Health & Performance Approach:
Within this model, we can create a 3-year strategy and implement programming to support client goals ranging from health care cost containment to a holistic wellbeing strategy. Regardless of where a client's primary goal falls on the population health management continuum, we have designed a consistent approach to deliver innovative consultation and proven solutions to create a healthy, high performing organization.

Step 1: Evaluate the Environment
Determine primary program focus; engage Sr. Leadership & middle management for buy-in and support; develop measurable program goals; assess the workplace environment.

Step 2: Assess Needs, Interests, and Behaviors
Evaluate all available data sources to create baseline(s) and analyze current metrics from applicable employee interest surveys, health assessments, environmental survey(s), and biometric screening results.

Step 3: Focus on Employee Performance Factors
Create a high-performing employee "ecosystem" by broadening the focus from individual health to organizational wellbeing. These factors contribute toward a well-rounded, healthy and driven

employee.

Step 4: Provide Relevant Programming
Deploy program strategies that will accomplish defined goals stated in Step 1, address any targeted health behaviors and/or population-based interests defined in Step 2. A holistic, individualized program structure is significantly more effective than a one-size-fits all approach.

Step 5: Improve Employee Performance
Engagement is imperative to program efficacy and success. The prior steps will help ensure programming is on target for your organization, but it also needs to be complimented with consistent branding and communication strategy including mediums that work for your population (examples: text, print, online and face to face employee meetings) and contain a consistent message. Measuring the efficacy of the program(s) utilizing the metrics established in Step 2 on an annual basis. With HUB's guidance, make any necessary modifications to the program based on these results, as appropriate, to improve the program. Repeat the process beginning at Step 1 for year two.

Evaluating and Refining Wellness Programs

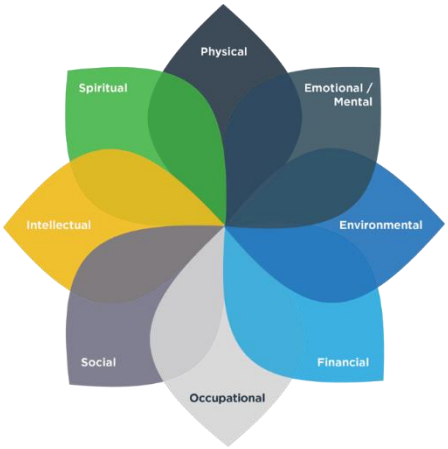
HUB partners with our clients and utilizes a variety of potential metrics to measure the effectiveness of a wellness program and strategy. As part of the initial discovery discussions, we will work with you to identify the program goals and desired outcomes, identify required resources, and establish potential program investment. We will then identify and establish the metrics required to track our progress towards the desired outcomes.

At our disposal we can track health improvement progress on a year over year basis by utilizing leading indicators collected from biometric screening events and health risk assessments. Leading indicators include comparative analysis on participation, identified risk factors, modifiable risks, and lifestyle behaviors.

EAP utilization, preventive care compliance, retention rates, and employee surveys can all be utilized to evaluate current state or present indicators. In addition, we can use historical medical claims, Rx utilization, and worker's compensation claims (lagging indicators) to determine those areas that present the most risk on a plan design level that require focus and attention.

HUB's **Programs & Solutions** provide recommendations for tailored programs and targeted solutions to help execute on a clients' multi-year strategy. This could range from basic, initial programming, to complex multi-layered solutions providers. Each are designed to meet your organization's wellbeing goals. These solutions could include:

- Holistic program approach – meeting all needs across the spectrum
- Simple, grass roots programs
- Carrier programming/resources
- Biometric screening partners
- Online, self-administered portals
- Turn-key comprehensive/stand-alone wellness vendors
- Niche wellness vendors (challenges, activity trackers, financial wellness, tobacco cessation, stress management)
- Onsite/near-site clinics
- Diabetic monitoring/management programs



- Chronic Care management programs
- Advocacy programs
- Fully data-integrated, comprehensive tools/resources/programming

HUB is vendor agnostic and can implement any wellness vendor solution with our clients. HUB utilizes the Wellness Navigator vendor search platform to narrow down the options that would be a best fit for our clients based on completion of a needs and interests' questionnaire. This strategic vendor partnership enables HUB clients to receive preferred pricing, streamlined implementation, proprietary program design(s), and dedicated account management support.

HUB believes **Program Management Support** is key to ensuring a successful program launch and ongoing day-to-day oversight of the details. Our clients can engage a Health & Performance Consultant to support the following:

- Coordinate Integration of Carrier Tools and Resources
- Develop Annual Timeline and Program Calendar
- Wellness Champion / Committee Guidance
- Annual Program Evaluation
- Develop Annual Program Budget
- Ongoing Program Guidance
- Vendor Introductions and Coordination*

*Additional fees may apply in some HUB regions.

Best In Class Three Year Road Map Recommendation (sample)

	2022	2023	2024
Goals	• Launch formal, uniform wellbeing program • Increase health awareness	• Engage employees through additional, targeted resources, begin to move risks	• Impact clinical targets and drive "thriving culture" metrics
Program Components	• Annual physician visit • Education/awareness through vendor • Basic activity tracking	2022 components plus: • Minimum physical activity tracking thresholds • Nutritional counseling/coaching + weight/diabetes management • Enhanced mental health stand alone program	2023 components plus additional point solutions: • Financial wellness • Social connectivity/ community • Rewards & recognition solution
Eligible Population	• Employees covered on health plan	• Employees covered on the health plan	• Employees covered on the health plan + covered spouses
Resources	• Stand alone wellness vendor • Internal wellness champions group formed Q3 2022	• Stand alone wellness vendor • Internal wellness champions • Best-in-class mental health point solution • Expand wellness vendor toolset, or enlist best-in-class weight mgt/diabetes point solution	• Stand alone wellness vendor, includes functionality for social/connectedness • Internal wellness champions • Best-in-class financial health, mental health, weight mgt/diabetes and rewards / recognition point solutions
Reward Structure	• $600 annual health premium contribution reward	• $800 annual health premium contribution reward • Jackpot rewards throughout the year (raffles, time off, etc.)	• Refine as needed, include health premium contribution spousal reward

Choosewell Online

ChooseWell Online is HUB's proprietary wellness communications portal that delivers the 24/7 access to information and resources clients need to implement a broad range of wellness

strategies and programs.

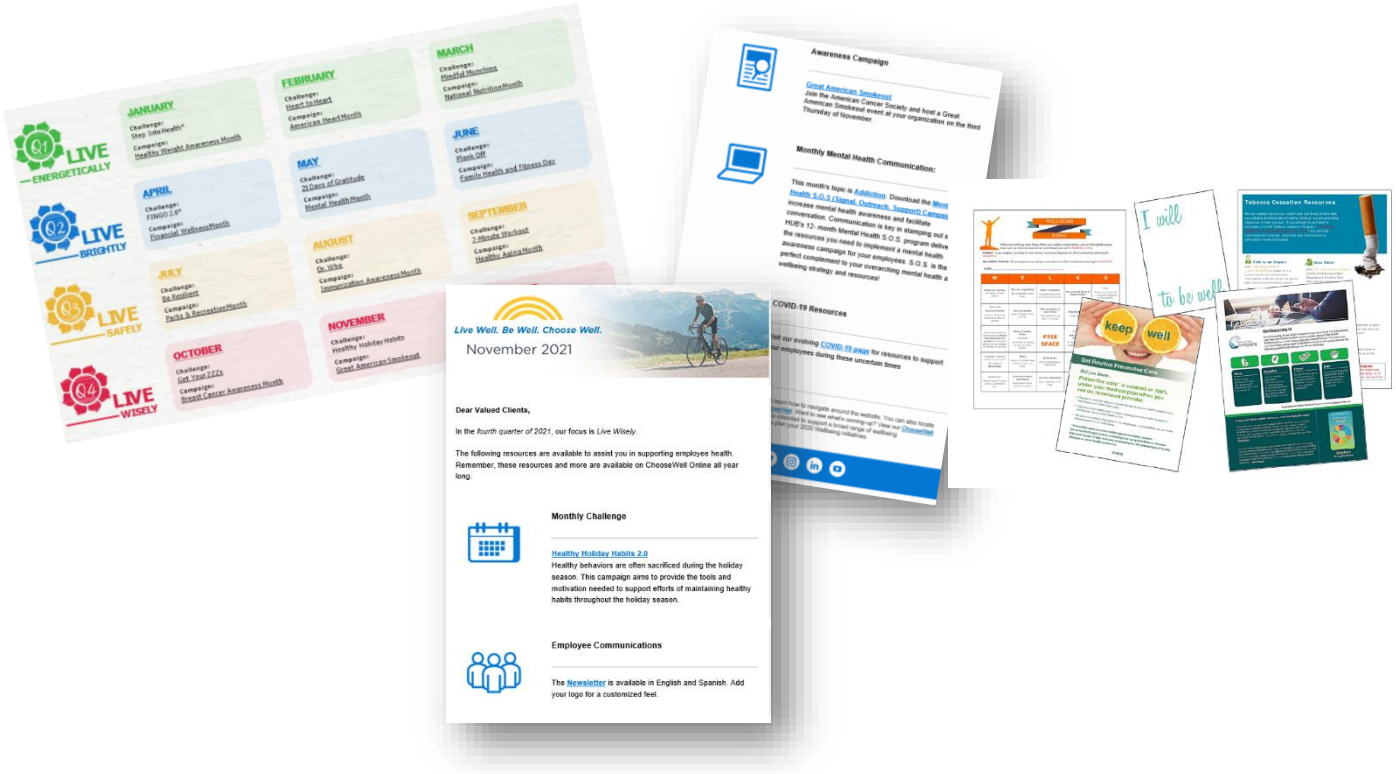
ChooseWell Online provides the assistance you need in the following areas:

- Getting started with wellness
- Data collection and evaluation
- Turnkey awareness campaigns and challenges
- Program planning tools and guidance
- Employee communication pieces

KEY FEATURES INCLUDE:

- Simple, one-click download of over 150 wellness resources
- Free wellness planning guidance at your fingertips
- Customizable employee communications to complement your wellness program
- Over 20 turnkey employee awareness campaigns

Annual Choosewell Calendar of Promotions, Education & Challenges



Employee Needs, Interests & Satisfaction Surveys

An integral part of any strategy development is ensuring that we understand employee's perspectives. Employees will be more productive and more apt to take steps to a healthier lifestyle if they are engaged. One way to better understand employee engagement and interest is using a survey tool. What do they think of current programs? What would motivate them to participate? What types of programs do they need to make health improvements? If the employer offered additional resources, what is most needed? How do we help you balance work-life?
HUB designs custom surveys for our clients as a standard part of wellness program strategy design. Client may edit or add to the survey questions to make it as tailored as possible. We can track by location, division, role, tenure, or any factor that will make your survey data most usable.

Participation can be anonymous, and we can help support any incentive you might want to offer to employees by collecting participant names and providing winners name only for raffle or prize drawings.

The intelligence we gather from employee surveys is critical in helping craft the right strategy to balance both business and employee goals.

Onsite Clinic Implementation & Support Services

HUB will provide a client needs analysis for an on-site clinic. Listed below are several of the many considerations that would be included in the analysis and then documented to establish final recommendations regarding need/solution architecture:

- What is the goal of establishing an onsite/near-site clinic?
- Who should be eligible to use the clinic?
- Where should the clinic be located?
- How can I engage off-site employees?
- What specialized services should be offered?
- Will there be a charge for services delivered through the clinic?
- Will services provided through the clinic run through the health plan as claims?
- What metrics will determine ROI?
- Who will drive the clinic as a component of the benefits program and risk management strategy?
- What financial investment is available to support the construction and ongoing operation of the clinic?
- What data will be required to set-up, administer, provide necessary reporting or assist with outreach/marketing to employees to ensure success? (Health plan, PBM, clinic, incentive program, biometrics, inpatient census/discharge info, EMR, predictive modeling and risk stratification data/tools to drive outreach from the clinic)

Onsite Clinic Integration Case Study

PROBLEM

- 1,600 life municipality with an onsite clinic
- Unable to determine if clinic was having positive or negative impact on controlling costs by those using clinic
- Clinic utilization data was not integrated with other self-funded plan data

SOLUTION

- By implementing HubLens and clinical utilization data, as well as fixed per member per month, fees were able to be integrated with medical and pharmacy data from self-funded plan
- Provided holistic look at episodes of care whether it was happening in clinic or outside clinic

OUTCOME

- By creating cohort analysis of members engaged with clinic versus those that were not, they could compare total cost of care by each group
- Cost of care for those members using clinic was 20 to 40% lower across entire spectrum of care versus those that were not engaged in clinic

Sample Wellness Program

CASE STUDY

CLIENT PROFILE: Professional, Technical and Consulting Services firm with nearly 600 employees located in 25+ locations throughout the US.

CHALLENGE: *Mounting costs due to growth and changing healthcare landscape*
Over the course of the company's history, we provided employees with an attractive benefits package largely paid for by the company. Over the years, we also branched into energy and homeland solutions, and grew to include offices in nine states, adding significantly to our workforce. At the same time, the changing healthcare landscape brought about a substantial need for immediate changes to our benefits program. Over the years, we experienced escalating year-over-year costs as a result of:

- Limited changes to plan design
- Lack of soliciting bids from other carriers
- Changes in cost drivers and cost management strategies

SOLUTION: *An aggressive consumer-based benefits, wellness and employee engagement program*

The Client challenged HUB International to create a short- and long-term strategy to reduce our benefits spend by 40% in one year, while maintaining employee satisfaction with a competitive benefits program. HUB International laid the following groundwork in the market to create a competitive bidding process to drive immediate results:

- Analyzed claims and benchmarking data to form a compelling marketing strategy where two key carriers aggressively competed for our business
- Developed a holistic multi-year strategy to drive immediate and substantial savings
- Redesigned benefits platform and contribution strategy to better align with competitors and company objectives

- Implemented an aggressive wellness strategy, including evaluation of health risks and a comprehensive employee education and activity program

RESULT: *First year savings of $1.56M*
HUB International successfully positioned us to generate immediate cost reduction, create a healthier workforce, and implement a multi-year strategy.

- Negotiated $900,000 in savings with the selection of new benefits carriers
- Reduced our overall health care spend by $1.56M in year one
- Built an aggressive wellness strategy coupled with a long-term communication program that continues to engage and educate employees

Approach to Benefit Fairs; and

We have facilitated and participated in Benefit Fairs for fully insured clients as well as self-insured clients. Our fully insured clients have focused their Benefit Fairs on communicating the benefit options and a chance to speak with the various coverage carriers and experts. However, self-insured clients have the added opportunity to address employee's health concerns with on-site nurses who will check employee's vitals to address needs and follow up with their physicians. This also give the employer valuable insights into the health and welfare of their organization.

In 2020 we faced uncharted territory when our employers were faced with a pandemic and the need for engaging their employees and informing them of their annual benefit options. The in-person meetings and benefit fairs had employers questioning their previous practices and needs for the future. Online Benefit Fairs have gained in favor and may have a lasting effect with the impact of the pandemic. Hub Public Risk is ready to assist our clients to provide enrollment solutions customized to meet their needs.

Enrollment support for new District employees.

We coordinate pre-enrollment conference calls with carriers, the District Benefits team, enrollment website managers to ensure the District enrollment material is easy to understand, rates are correct and communicate the benefits to their employees.

RGVI introduced online enrollment to the District in 2009 and has been paid for this valuable tool and will continue to support to the District with online enrollment.

During open enrollment we have supplied the District with an enrollment assist via telephone from Total Benefit Solutions and Deborah Hunt. In previous years we have also staffed in person enrollments.

After enrollment we work with the District IT professionals to upload the employees' deductions and ensure the carriers received the 834 file feed for the employee's enrollments. This alone has saved the Benefit Department countless hours of extra work since 2009.

After open enrollment we meet with all new employees via telephone to assist and enroll them in their benefits of choice and report the benefit deductions to the Benefits Director within 24 hours. We also send the employee a Benefit Verification form with the employees' deductions, Summary of Benefits for coverages and any forms required by the District.

4) Cost Containment

• The Respondent shall describe their approach to providing cost-effective offerings, including a detailed description of how costs are contained at the time of enrollment and with the annual renewals.

The goal of HUB Public Risk is to provide the best coverage possible while saving the client money. We understand how significant the cost of benefits is to the District budget and look to save money in a number of ways. Of course, savings can come on offense and on defense and a full understanding of your program and process will give us areas of specific savings. Ares include productivity, market leverage and expertise, compliance, technology, wellness and on and on. One of our school district clients has received wellness checks over the last several years totaling over $500,000. Attached is a stewardship report sharing savings for a public entity in its first year. We will provide a similar report for the School District year one.

Please see an example of cost savings for our client City of Panama City below:

Stewardship Report to City of Panama City

- Saved dollars on FSA, the City had been informed that money not used during plan year was employees' money. That was incorrect and resulted in approximately $180,000 being held was actually the City's money.

- PCORI Fees- the City had been ill advised that this ACA fee was to be calculated on monthly bases and had been paid for two years to the IRS. This was incorrect; it is to be paid annually. The first year over payment was $14,828. The second-year overpayment was $29,656. We have assisted the City in getting this $44,484 back from the IRS.

- Stop Loss Coverage- The City's renewal for 10/1/16 - 9/ 30/ 17 with Highmark was $580,721 we were able to find an alternative quote at the same coverages with Symetra at $504,689 a total savings of $76,032.

- Successfully negotiated two additional years of wellness contributions of $50,000 through 2020 as long as the City renews the admin with Florida Blue and retains FCL as is for current benefits.

- Provided information to assist City budget office in calculating self-insurance premium including short-term disability, FSA administrative costs, Blues Awards, Transitional Reinsurance Fees, PCORI fees, Wellness Program promotional materials.

- We provided council and advice with the City, Port and Airport in setting up a reporting system to provide the IRS information for the newly required 1094 and 1095 forms. This new ACA compliance measure requires that employers report who has coverage and

who does not throughout the year and for self -insured groups the report must include dependents.

The Respondent shall describe how they maintain independence from outside influence and act in their client's best interests, avoiding any conflict of interest (or perceived conflict of interest) with steering clients toward higher-commissioned carriers/products.

Every employee must adhere to HUB's documented Code of Conduct. Within this Code, we are held responsible to the Conflict-of-Interest section, which states:

You have an obligation to act in the best interests of HUB at all times and to avoid any conflict of interest. A conflict of interest occurs when an individual's private interests interfere, or even appear to interfere, in any way with the best interests of HUB. A conflict of interest can arise if you or any member of your immediate family (including your spouse/partner, parents, siblings, children/dependents or any individual/organization who or that represents or acts as agent or fiduciary for any such individual) takes action or has an interest that may make it difficult for you to perform your duties and responsibilities for HUB objectively or effectively. A conflict of interest also arises if you or a member of your immediate family is in a position to receive improper personal benefits as a result of your relationship with HUB. You are required to disclose any conflict of interest to your immediate manager or next-level manager; local Human Resources; or the Legal Department.

HUB aims to conduct business with the highest standards of ethics, honesty and integrity, and it recognizes that each director, officer and employee has an important role to play in maintaining this aim. All employees are required to promptly report any violation or possible violation of this Code that we become aware of, even if as merely a witness to the violation or possible violation. A report may be made to an immediate manager or next-level manager; any member of Human Resources or senior management (local or otherwise); the Legal Department; or anonymously, by using the HUB International Whistleblower Hotline. Any director, officer or employee who receives a report of a violation or possible violation must in turn immediately provide the related information to the Legal Department.

TAB E Implementation and Transition Plan (limit 25 pages)

To ensure complete and successful implementation of services, and a smooth transition to the Contract(s), the Successful Respondent shall provide a preliminary Implementation and Transition Plan (Plan). This Plan shall outline key activities that must be completed while working with the Board and the current contractor during a transition period. Each Respondent shall describe in detail their Plan for:

Onboarding of resources;

We understand the importance of having a team familiar with your organization and the risks you face. We value consistent partnership and strive to maintain staff continuity for our clients.

The Leon County School District will receive an experienced, dedicated team of professionals to manage and respond to your insurance consulting and service needs and those team members will be assigned to different offices, providing some back-up and business continuity support. Should a change in staffing occur, HUB has a team of associates of qualified individuals that share the same experience and tenure. The School District would be notified immediately of any changes in personnel and assigned an alternative contact for services.

When a key personnel transition has been identified, HUB will introduce a new associate to The District. The District will have the opportunity to meet and engage with the new associate, prior to formalize the assignment. During a transition with key personnel, we will follow a detailed onboarding process, ensuring the new team member has a comprehensive understanding of the history and ongoing strategy of The District. When possible, we will impose a probationary period, during which the new team member will shadow the exiting member ensuring a seamless experience for The District. In addition, all HUB associates follow a detailed client task-management protocol, which is tracked and reported within our client management system. This safeguard ensures that all service items are reassigned to and completed by the new associate.

Implementing new services, by service area;

Over the years we have worked with the District to introduce new plans and services and introduced new carriers. We strive to carefully consider how new coverages may benefit the employees and how best to communicate their value. We have participated in group meetings for the different segments of employees and have been always available to answer questions or concerns.

However, there is more to our consulting services than strategic planning of benefit coverage. Currently the District has benefited from our Compliance Consulting, but our hope in the future is that we can expand our services to other areas such as Workforce Absence Management and Wellness initiatives through working with our Wellness Practice Leader, Wendy King. In March of 2020 we had taken the first step toward this when Ms. King and our team were to meet with The Districts Wellness program Director, Alan Cox. However, the COVID pandemic caused our meeting to be delayed.

Introduction to District stakeholders;

HUB is a forward-thinking, full-service insurance brokerage firm that develops programs that empower stakeholders, create confidence in communications and plan design, and provide incomparable resources for human resource practitioners. Most importantly, these programs are balanced with the vision to help our clients attract and retain the best employees.

When municipalities turn to HUB to design a new insurance plan for their public entity, they receive a strategic, integrated solution based on a unique philosophy. At HUB, we look at insurance planning as a strategic investment that lowers cost trends over time. HUB continually aspires to be the leading sales and service organization in the insurance industry. We will be the first choice of customers and employees, offering them their best value-added opportunity over the long term. We conduct ourselves ethically and promote diversity and development.

But size, financial strength, and market access are valuable only when they are put to work to implement a focused strategy that is unique to each client. When you partner with HUB, you're at the center of a vast network of experts who are focused on your goals. Your HUB Client Service Team is built around your unique benefit needs to bring all of the experience and resources needed to advise you and be your advocate in the insurance marketplace.

Member communication and onboarding focused on minimizing the disruption of a transition to Members and their dependents; and

HUB Public Risk is the current Agent/Broker for your employee benefit services and therefore your Benefits Team would not experience the disruption to their current service.

Other required service operation transition services.

Of course, if we are selected we would consider this continuation rather than transition, but we would need to have a Strategic Planning meeting with all appropriate staff of the District. This meeting will focus on short-term challenges while developing long-range goals and objectives. Your client service manager will move to full-time for Leon County School Districts account only, focusing 100% of her service efforts on the District's needs. We will need to put emphasis on a dynamic wellness initiative for the District. This will position your group in a more favorable light for any other long-term options for the Leon County School District benefits program. (Please see our recommend approach on pages 44 and 45 for more specifics.)

TAB F Additional Ideas for Improvement, Innovation, Cost Reduction, and Supplemental Materials (limit 35 pages)

In TAB F of its Reply, each Respondent is invited to elaborate on innovative solutions, additional ideas, pricing structures, or tools for service improvements that are not specifically addressed in TABs B – E but may be made available via the Respondent's offering and the potential benefits to the Board that each would bring. The District is interested in ideas or tools that will provide the highest level of performance and operational efficiencies. Each Respondent must describe, in detail, all additional features, capabilities, or services that it will provide in the additional features section.

REDACTED

Addendum Documents

Sample of WAM Disability & Supervisor LOA Training

Sample Work Product

Disability and Leave Audit Results Report

Prepared for Company XYZ

Industry: Educational Services

Workforce Absence Management

HUB

Contents

Audit Results

Client:	Company XYZ
Audited Group:	Vendor A
Auditor:	HUB International
Number of Auditors:	One (1)
Date of Audit:	October 15 – October 16, 2020
# of Claims Audited:	33 (26 STD/FMLA, 4 FMLA standalone, 3 STD/LTD)
Claim Selection Method:	Random
Claim Pool:	Claims incurred from January 1, 2020 through June 30, 2020
Services Audited:	Short Term Disability, Long Term Disability and Leave of Absence Administration

This audit results report reflects the second claims audit completed for the calendar year 2020 ("2020-2"). The audit continues to assess Vendor A's claim administration services. Many strategic steps and solutions have been implemented throughout Q2 and Q3 2020 that will be evaluated in next year's audits (2021-1 and 2021-2). Therefore, 2020-2 claims were reviewed as if these strategies have not yet been implemented. 2020 aggregate results will be presented under separate cover, wherein 2020 results will be compared to 2019 performance.

PERFORMANCE METRICS

Claims were audited on the following categories:

	Category	2020-2 results	2020-1 results
1	DCM outreach to colleague within three days of intake (STD)	45%	100%
2	Timely attempts to collect medical	21%	95%
3	Appropriate and timely initial STD decision	69%	8 %
4	Appropriate and timely ongoing STD decisions and claim management	48%	71%
5	Timely clinical staffing on STD claims	8 %	100%
6	Timely transition from STD to LTD	67%	100%
7	Appropriate medical review of LTD claim	33%	75%
8	LTD reviewed for RTW assistance	67%	100%
9	LTD reviewed for SS assistance	100%	100%
10	Correct LTD payments	100%	100%
11	Timely FML acknowledgment deployments	97%	100%
12	Timely and accurate coordination and communication regarding all applicable leaves, decisions, updates	9 %	100%
13	Timely management of FML standalone leaves	75%	80%
	Total audit score	66%	94%

Category 6 and 7: Score based on three (3) claims only.
Category 13: Score based on four (4) claims only.

OPPORTUNITIES FOR IMPROVEMENT

The 2020-2 audit revealed claim administration deficits that have not been an issue historically. The strategic solutions implemented through Q2 and Q3 2020 surround timely leave extension coding and Return to Work coordination/facilitation. Thus the areas noted below should be reviewed and addressed immediately to ensure satisfactory claim administration processes.

- There were 16 claims where the initial call to the employee did not occur within three (3) days of claim filing/intake. In some cases, the initial call never occurred. The initial call needs to occur timely to establish appropriate expectations, and delays hinder proper expectation setting and customer satisfaction.

- It was noted that in all the LOA claims, we did not observe that FMLA regulations dealing with Subpart F, the handling of instructional employees, was not properly addressed and could lead to improper leave classifications.

- Nearly all claims—23 claims—had timely medical collection issues, either at the onset of the claim or throughout the duration of the claim (see Appendix for additional details by claim). In consideration of historical employee satisfaction surveys, which showed general dissatisfaction with timeliness of benefit payment, prior audits indicated that Vendor A conducted appropriate follow up for medical information timely. Any delayed benefit payments likely resulted from delays at the employee's medical provider's office submitting medical information to Vendor A for review. However, this audit demonstrated otherwise; disability claim managers were not timely in attempting to collect medical consistently. This should be reviewed immediately with the claims team.

- Nine (9) claims did not have sufficient medical support for initial benefit approval or were not made timely (see Appendix for additional details by claim). Some claims' initial benefit approvals were passive and made based on the employee's self-report of treatment. In others, initial benefit approvals were made based on the diagnosis. This issue was identified in prior audits. Since the 2020-1 audit, this process has been amended to allow for limited initial approval not to exceed the elimination period when medical documentation has not yet been received.

- In 15 claims, ongoing STD benefit approvals were either not made timely or were passive and made without collecting any medical documentation for review (see Appendix for additional details by claim). In most instances, a job description was not necessary in comparison to prior audit findings due to the severity of the diagnoses. In several claims, disability claim managers did not call the employee to explain benefit decisions, a deviation from administration standards. In a few instances, the estimated return to work date was known, but the employee was not contacted the week prior to confirm return to work plans.

- Though only three (3) LTD claims were reviewed, two (2) of the three had untimely follow up for medical information that was requested.

RECOMMENDED NEXT STEPS

- Continue to discuss CA SDI during initial telephonic interview and subsequent documentation in diary.
- Review Subpart F requirements and incorporate into leave process
- Continue to promote EAP.
- Review for claim extension coding (as part of **category 4**) in future audits.
- Provide the disability claims team with Company XYZ's payroll schedule to assist in follow up discussions with employees on the importance of timely medical documentation.
- Continue to solicit employee's email addresses.
- Provide reinforcement training to all STD claim managers on the following items. These items will be closely reviewed in 2021 audits.
    - Timely initial call after claim is filed
    - Timely initial and ongoing attempts to collect medical information
    - Timely telephonic communication to the employee regarding benefit decisions
    - Timely telephonic confirmation of return to work plans when estimated return to work date is known
- For claims exceeding one (1) month in duration, collect job description and provide to employee's medical provider for proactive return to work discussions.
- Need to establish consistency on how far benefits are approved; in most cases, benefits are approved through the next office visit. On some occasions, benefits are approved beyond the next office visit to allow for medical information from the office visit to be received.
- Return to Work notices have been removed, so will no longer be reviewed for in future audits.

APPENDIX – CLAIMS AUDITED

Incident #	Caused Gap In (Category #)	Comments
848491780768	13	Medical certification was received 1/2/15, which was in the 5-day decision window after the medical certification was due. A decision should have been made sooner than 1/8/15 as the original decision was due 1/6/15. Since the medical certification was received after the due date, decision should have been expedited.
785553399463	12	Form reminder deployed 5/7/15, medical certification due 5/12/15. No certification returned, denial should have occurred by, at the latest, 5/19/15. Denial did not occur until 5/28/15.
3493836	2	Claim filed 10/21/14. First attempt to collect medical did not occur until 12/11/14. Claim had a recurrent disability later on and attempt to collect medical was delayed; no follow up between 2/16/15 – 2/26/15.
	3	Initial benefit approval occurred based on self-report of IOP. No confirmation with provider's office of treatment plan before making initial benefit approval.
	4	Second benefit approval occurred based on self-report of ongoing IOP. No confirmation with provider's office of extension to treatment plan. Clinical did not find support for disability on 3/19/15, but DCM did not call employee to discuss denial and appeal rights until 3/25/15. Given recurrent disability, opine that DCM should have collected job description and provided to treating provider.
	5	Given recurrent disability, opine that claim should have been staffed with BHS during recur sooner in recur and not with RN initially.
	6	Claim transitioned to LTD late; claim scheduled to transition to LTD 3/10/15, but did not transition because of ongoing evaluation by BHS. Final STD decision made 5/20/15, but claim was not accepted by LTD until 6/4/15.
3438822	4	RN did not find support on 10/31/14. DCM did not contact employee about the matter until 11/7/14. Claim transitioned to LTD 1/22/15. LTD approved and STD was approved through max on 2/26/15. STD claim manager should have followed up with LTD claim manager in between to assess progress of decision. No job description was requested during STD; given that employee continued to pursue conservative treatment, opine that job description should have been collected to provide to treating provider for review.
	7	After LTD in-benefit date, employee continued to pursue conservative treatment. DCM did not follow up for any medical information to place on file from March through October. Given that this was still early in the LTD claim (i.e., not a LTD management claim), follow up should have occurred sooner and more frequently.
	8	RTW assistance was discussed initially only. Given ongoing conservative treatment, opine that RTW assistance/vocational counseling should have been pursued more than at the onset of the LTD claim.

Incident #	Caused Gap In (Category #)	Comments
3387762	1	Claim filed 7/10/14. Initial call to employee did not occur until 7/17/14.
	2	Claim filed 7/10/14. Initial attempt to collect medical information for file did not occur until 8/11/14. DCM contacted employee on 8/19/14 re: inability to contact treating provider. Follow up did not occur until 8/27/14. DCM called providers office 11/5/14 and 11/6/14 for medical information, but did not follow up again until 11/25/14.
	3	Initial benefit approval was based on hospitalization noted during intake. However, DCM did not call hospital to confirm hospitalization before initial benefit approval.
	4	Second and third benefit approval based on office visits post-hospitalization. Considering no confirmation made of hospitalization and discharge, opine that DCM should have confirmed these items before making benefit extensions. Job description should have been collected sooner for medical management instead of waiting until LTD. On 8/28/14, DCM staffed claim for review. RN found support on 8/29/14, but DCM did not make benefit approval until 9/4/14.
	6	Claim transitioned to LTD on 1/6/15, when it should have transitioned around November 2014. After claim transitioned to LTD on 1/6/15, initial LTD outreach to employee did not occur timely – occurred 1/15/15.
	7	LTD DCM requested office visit notes on 3/3/15. Follow up did not occur until 3/31/15. Next follow up did not occur until 6/2/2020. No follow up occurred between 6/2/2020 and 7/7/2020 when employee called to report return to work on 7/6/2020.
Claimant ABC This claim was identified during a monthly escalation call and specifically chosen for review	1	Claim filed 5/11/2020. Initial call to employee did not occur until 5/20/2020.
	2	Claim filed 5/11/2020. Initial attempt to collect medical did not occur until 5/18/2020. Office visit notes were requested 9/1/2020, but no follow up occurred until 9/14/2020.
	4	6/29/2020 clinical did not find support in medical information received. DCM did not call employee to discuss. DCM approved benefits on 7/10/2020, but no telephonic communication to employee regarding approval. 7/21/2020, DCM made benefit approval based on off work slip only, which is insufficient objective medical evidence to support disability and benefits. Benefits were approved 9/23/2020, but no telephonic communication made to employee regarding approval.
3544414	4	Clinical did not find support of medical information received on 1/30/2020, but suggested waiting for additional medical information. No information was received as of 2/10/2020, but no follow up occurred on/around 2/6/2020. Adverse decision made 2/10/2020 since no medical information received, but was not telephonically communicated to employee until 2/13/2020.
	5	Additional medical information was received with appeal on 2/24/2020. DCM did not escalate to clinical for review until 3/2/2020.
	11	This was a pre-filed leaved. Original intake occurred 12/10/2014, but eligibility notification was not sent until the STD claim was pended and split on 1/7/2020.

Incident #	Caused Gap In (Category #)	Comments
3549611	2	Claim filed 1/8/2020, initial attempt to collect medical information did not occur until 1/13/2020. DCM followed up on 1/21/2020, and then no follow up occurred between 1/21/2020 and 2/4/2020 when office visit notes were received.
	4	DCM made telephonic outreaches to employee on 2/5/2020 and 2/13/2020 to confirm return to work. DCM also called provider's office on 2/13/2020 to confirm return to work, but was unable to confirm. Claim was not closed until 3/4/2020 when office visit notes were received showing release to return to work full duty on 1/20/2020. DCM should have either assumed return to work and closed claim or contacted the employer to confirm actual return to work date to make timely claim closure.
	12	STD denied beyond 1/19/2020, but integrated FMLA letter did not deploy until 4/9/2020 showing STD denial.
3602897	2	Claim filed 2/6/2020. No initial attempt made to collect medical information. DCM followed up with employee on 3/17/2020 requesting additional information, but did not follow up with employee again until 4/1/2020.
	4	Claim was closed on 4/9/2020 after no information was submitted per 45 day review. No telephonic communication was made to the employee to explain claim closure/denial for no information.
3603598	4	On 2/18/2020, clinical found support for benefits through 3/25/2020. On 3/25/2020, DCM spoke with employee on the phone, at which time employee stated release to return to work on 3/30/2020. DCM extended benefits through 3/29/2020. Extension is not medically supported considering clinical review was required to make initial benefit approval through 3/25/2020.
3615322	1	Claim filed 2/23/2020. Initial call to employee did not occur until 3/2/2020.
	2	Claim filed 2/23/2020. Initial attempt to collect medical information did not occur until 3/3/2020. DCM called provider's office on 6/4/2020. DCM did not make any follow up calls between 6/4/2020 and 7/10/2020 when additional information was received.

Incident #	Caused Gap In (Category #)	Comments
3618163	1	Claim filed 2/25/2020. Initial call to employee did not occur until 3/4/2020. During audit, discussed that the claim was originally filed via the web on 2/25/2020 and that it took until 3/4/2020 for the claim to be registered and assigned to a DCM. A process must exist to assign claims faster. Furthermore, FMLA acknowledgment and eligibility was processed timely, therefore, STD claim should have been assigned sooner.
	2	Claim filed 2/25/2020. Initial attempt to collect medical information did not occur until 3/5/2020. See explanation above. DCM did not follow up on medical information between 3/5/2020 and 3/17/2020 when it was received.
	3	Initial benefit approval was based on hospitalization and discharge noted during intake. DCM should have confirmed hospitalization and discharge before approving initial benefits.
	4	Benefits were extended through 3/11/2020 based on a telephone call with the employee on 3/11/2020. Benefits were extended on 3/23/2020, but DCM did not communicate approval through call to employee. Employee told DCM of return to work part time effective 4/16/2020. DCM did not confirm with employer to confirm actual return to work for appropriate evaluation of whether the employee continued to satisfy the definition of disability under the plan.
3616157	1	Claim filed 2/24/2020. No initial call made to the employee.
	2	Claim filed 2/24/2020. No initial attempt to collect medical was made.
	n/a	No medical certification was received under FMLA, so push for sooner FMLA denial/closure rather than exhausting the full 5-business day window.
3630471	1	Claim filed 3/11/2020. Initial call to employee did not occur until 3/19/2020.
	2	Claim filed 3/11/2020. Initial attempt to collect medical information did not occur until 3/19/2020. DCM requested medical information from second provider on 4/1/2020, but did not make any follow up between 4/1/2020 and 4/13/2020 when information was received. Benefit were approved and extended through 7/5/2020, but no follow up was made between 7/5/2020 and 7/27/2020 when medical information was received. STD DCM followed up with LTD on 8/13/2020 to assess progress on file review after claim transitioned to LTD on 7/21/2020 – DCM should have followed up sooner.
	4	On 4/16/2020, DCM approved benefits through 4/30/2020, the estimated return to work date. DCM did not telephonically confirm with employee intentions to return to work on 4/30/2020 as discussed. Considering estimated RTW date was known, DCM should have contacted employee the week prior to confirm.

Incident #	Caused Gap In (Category #)	Comments
3622999	1	Claim filed 3/4/2020. Initial call to employee did not occur until 3/13/2020.
	2	Claim filed 3/4/2020. No attempts to collect medical information was made to place on file.
	3	Initial benefit approval occurred based on diagnosis. No information was received or confirmed to substantiate the disability and benefits.
	4	Subsequent benefit approval was made based on estimated return to work date. No medical information was received at all to place on file and have documented evidence of medical substantiation of disability and benefits.
3636350	1	Claim filed 3/18/2020. Initial call to employee did not occur; initial call between DCM and employee occurred on 3/27/2020 when employee called DCM.
	2	Claim filed 3/18/2020. Initial attempt to collect medical information did not occur until 3/31/2020. Employee called on 4/16/2020 indicating LOV 4/14/2020, NOV 4/21/2020. No attempts made to collect medical information from either office visit.
	3	Medical information was received on 4/1/2020 confirming hospitalization from 3/10/2020 – 4/6/2020. DCM did not approve benefits right away and instead waited until the following week, 4/6/2020 to review for time beyond 4/6/2020. Benefits should have been approved more timely.
	4	DCM did not make any outbound calls to employee. All telephonic communication with employee throughout leave was initiated by the employee. Employee stated return to work on 5/5/2020. DCM did not confirm with employer of return to work to confirm that employee continued to satisfy definition of disability under the plan. DCM approved benefits on 5/23/2020, but no telephonic contact with employee to discuss approval.
	n/a	No medical certification was received under FMLA, so push for sooner FMLA denial/closure rather than exhausting the full 5-business day window.
3626959	2	DCM confirmed with employee on 6/15/2020 that employee still had 6/17/2020 office visit. DCM did not follow up for office visit notes between 6/15/2020 and 7/1/2020 when office visit note were received.
	n/a	Given claim progress and eventual staffing of medical director on claim, would have been helpful to collect job description to have on file and provide to treating providers for review.
3640985	1	Claim filed 3/30/2020. Initial call to employee did not occur until 4/7/2020.
	2	Claim filed 3/30/2020. No attempts to collect medical information for file were ever made.
	3	Initial benefit approval was made based on guidelines and estimated return to work, however, approval was made without confirmation of treatment plan and diagnosis and deficits.
3642197	2	Claim filed 3/30/2020. Initial attempt to collect medical information did not occur until 4/14/2020.

Incident #	Caused Gap In (Category #)	Comments
3617982	2	Claim filed 4/6/2020. No medical information was collected for the file. On 4/10/2020, employer indicated employee was in surgery. DCM did not make any attempts to confirm surgery date and surgery type until 5/5/2020.
	3	Initial benefit approval based on employer reporting that employee was in surgery. This is insufficient medical substantiation to approve benefits.
	4	DCM left a voicemail for employee on 4/21/2020 to confirm estimated return to work or next office visit. DCM did not follow up between 4/21/2020 and 5/1/2020 when the employee returned the call. DCM attempted to confirm provider's name and phone number to confirm surgery type and surgery date on 5/1/2020, but no follow up occurred between 5/1/2020 and 5/15/2020 when the employee returned the call. On 5/15/2020, employee noted estimated return to work on 6/8/2020. DCM did not confirm return to work plans week before considering estimated return to work date was known.
3662943	2	Insufficient medical documentation was collected for file. Without such paperwork on file, there is no documentation to substantiate benefit approvals were made based on objective medical evidence.
	4	Claim was extended on 5/27/2020, but DCM did not call employee to discuss approval.
3661871	1	Claim filed 4/20/2020. Initial call to employee did not occur until 4/28/2020.
	2	Claim filed 4/20/2020. Initial attempt to collect medical information did not occur until 5/11/2020.
3572507	1	Claim filed 4/27/2020. Initial call to employee did not occur until 5/1/2020. Late by 1 day.
	2	Claim filed 4/27/2020. Initial attempt to collect medical information did not occur until 5/5/2020.
	3	Initial benefit approval based on surgery noted during intake. DCM should have confirmed surgery to make initial benefit approval.
	12	Leave was approved through 5/24/2020. Return to work notice deployed 5/26/2020, after the last approved through date.
3674001	1	Claim filed 5/7/2020. Initial call to employee did not occur until 5/15/2020.
	2	Claim filed 5/7/2020. DCM did confirm surgery before approving benefits, however, confirmation did not occur timely relative to intake of claim.
3686535	1	Claim filed 5/15/2020. Initial call to employee did not occur until 5/26/2020.
	2	Claim filed 5/15/2020. Initial attempt to collect medical information did not occur until 6/10/2020.
	3	Initial benefit approval based on hospitalization. DCM did not confirmation hospitalization and surgery, therefore, no medical substantiation for initial benefit approval.
	4	DCM noted 7/9/2020 estimated return to work on 6/11/2020. DCM did not confirm return to work plans week prior. DCM should have confirmed considering estimated return to work date was known.

Incident #	Caused Gap In (Category #)	Comments
3695392	1	Claim filed 6/8/2020. No initial call to employee was ever made.
	2	Claim filed 6/8/2020. Initial attempt to collect medical information did not occur until 6/30/2020.
	3	DCM made initial benefit approval without confirming surgery.
3713677	1	Claim filed 6/17/2020. Initial call to employee did not occur until 6/23/2020. Late by 1 day.
	2	Claim filed 6/17/2020. Initial attempt to collect medical did not occur until 6/23/2020. DCM called employee on 8/31/2020 to discuss no medical information received. No follow up occurred between 8/31/2020 and 9/18/2020 when information was received.
	5	Medical information received on 9/18/2020. DCM sent to clinical for review on 9/25/2020. DCM could have sent to clinical sooner for review.
3704286	1	Claim filed 6/5/2020. Initial call to employee did not occur until 6/16/2020.
	2	Claim filed 6/5/2020. On 6/8/2020, DCM received telephone call from employee with treating provider's information. DCM did not contact APO right away. Information request did not occur until 6/17/2020. DCM made multiple follow up requests for medical information on 8/21/2020, 8/26/2020 and 8/31/2020. Next follow up did not occur until 9/10/2020 when the DCM contacted the employee stating unsuccessful in collecting information. DCM should have engaged employee sooner for assistance.
	5	Office visit notes received on 9/29/2020. DCM did not escalate to clinical review until 10/5/2020. DCM could have sent to clinical sooner for review.

2020-2 Audit Results for Company XYZ – REVIEWS/Rebuttals

Company XYZ Audit Responses : Opportunities for Improvement	Vendor A Responses to Improvement Suggestions
The 2020-2 audit revealed claim administration deficits that have not been an issue historically. The strategic solutions implemented through Q2 and Q3 2020 surround timely leave extension coding and Return to Work coordination/facilitation. Thus the areas noted below should be reviewed and addressed immediately to ensure satisfactory claim administration processes. • There were 16 claims where the initial call to the employee did not occur within three (3) days of claim filing/intake. In some cases, the initial call never occurred. The initial call needs to occur timely to establish appropriate expectations, and delays hinder proper expectation setting and customer satisfaction. • Nearly all claims—23 claims—had timely medical collection issues, either at the onset of the claim or throughout the duration of the claim (see Appendix for additional details by claim). In consideration of historical employee satisfaction surveys, which showed general dissatisfaction with timeliness of benefit payment, prior audits indicated that Vendor A conducted appropriate follow up for medical information timely. Any delayed benefit payments likely resulted from delays at the employee's medical provider's office submitting medical information to Vendor A for review. However, this audit demonstrated otherwise; disability claim managers were not timely in attempting to collect medical consistently. This should be reviewed immediately with the claims team. • Ten (10) claims did not have sufficient medical support for initial benefit approval or were not made timely (see Appendix for additional details by claim). Some claims' initial benefit approvals were passive and made based on the employee's self-report of treatment. In others, initial benefit approvals were made based on the diagnosis. This issue was identified in prior audits. Since the 2020-1 audit, this process has been amended to allow for limited initial approval not to exceed the elimination period when medical documentation has not	In regards to the opportunities for improvement, to address each issue Vendor A has begun doing the following: • Initial call ➢ CM will ensure initial call is made within three (3) days of claim being filed ➢ 2nd eye review of claims will be done by SCM to ensure call is made timely. This review will take place for the next 90 days. **Agreed – check at end of February 2021** ➢ Immediate feedback and coaching will be provided to CM, if applicable • Medical requests ➢ 2nd eye review of all pending claims and claims nearing their medical approved through date will be done for the next 90 days. **Agreed – check at end of February 2021** ➢ Focus will be ensuring request for medical has been sent and followed up on timely ➢ This review will also address, identify, any FML extension coding **Agreed** ➢ Review will also ensure extensions are made timely and attempts to contact employee to provide claim status update has been done ➢ Immediate feedback and coaching will be provided to CM, if applicable • Initial approvals (without medical) ➢ Vendor A has agreed claims will not be approved beyond benefit start date. **To clarify, not to exceed beyond elimination period until medical information is received.** • STD to LTD Transitions ➢ We have recently deployed a Transition Team in the Plano Claim office that will aid the STD Core team in making timely and appropriate transitions to LTD **Agreed – check at end of February 2021**

yet been received. • In 15 claims, ongoing STD benefit approvals were either not made timely or were passive and made without collecting any medical documentation for review (see Appendix for additional details by claim). In most instances, a job description was not necessary in comparison to prior audit findings due to the severity of the diagnoses. In several claims, disability claim managers did not call the employee to explain benefit decisions, a deviation from administration standards. In a few instances, the estimated return to work date was known, but the employee was not contacted the week prior to confirm return to work plans. • Though only three (3) LTD claims were reviewed, two (2) of the three had late transitions from STD to LTD. • Though only three (3) LTD claims were reviewed, two (2) of the three had untimely follow up for medical information that was requested.	• Overall timeliness issues and concerns ➢ Overall timeliness issues and concerns - For a brief period of time earlier this year, our Plano office experienced higher caseloads which created delays in claim processing activities. Plans were put in place to resolve this issue. **Please provide details on this plan.** **The claim office has taken the following steps to reduce caseloads:** ➢ **Hiring of additional claim and leave managers** ➢ **Moving caseloads to other claim offices with capacity** ➢ **Team Leader monitoring of team member's caseloads to ensure team has appropriate resources to manage Company XYZ's claims** **We anticipate that the claim managers on the Company XYZ team will be back to our standard caseloads by 1-1-16.**

Company XYZ Recommended Next Steps	**Vendor A Responses to Next Steps**
Continue to discuss CA SDI during initial telephonic interview and subsequent documentation in diary.	For all applicable employees Vendor A will discuss and document discussion surrounding CA SDI **Agreed**
Continue to promote EAP.	Agreed
Review for claim extension coding (as part of category 4) in future audits.	Vendor A will be prepared to discuss claim extension coding. This conversation will include the date iAM was updated. **Agreed**
Provide the disability claims team with Company XYZ's payroll schedule to assist in follow up discussions with employees on the importance of timely medical documentation.	Although Vendor A does not mirror the Company XYZ payroll schedule we will utilize this document when discussing the claim decisions and next steps with employees. **Agreed – we hope that this information will help facilitate conversations that claim managers have with employees**
Continue to solicit employee's email addresses	It is not our standard process to ask for the customer's personal email address during intake. However, if requested we will add personal email addresses in our notes screen. We are open to further discussions as to

	the need for this recommendation. **The intent was so that paperwork can be provided to employees faster; prior satisfaction surveys indicated that employees felt they did not have sufficient time to complete and return paperwork. This option should be offered to employees.**
Provide reinforcement training to all STD claim managers on the following items. These items will be closely reviewed in 2021 audits. o Timely initial call after claim is filed o Timely initial and ongoing attempts to collect medical information o Timely telephonic communication to the employee regarding benefit decisions o Timely telephonic confirmation of return to work plans when estimated return to work date is known	Based on previous feedback we have an action plan in place, which has been delivered to Company XYZ which addresses all of these issues. We will continue to have meeting weekly with the Company XYZ team to go over progress and/or areas of improvement. **Agreed**
For claims exceeding one (1) month in duration, collect job description and provide to employee's medical provider for proactive return to work discussions	Going forward Vendor A will request job descriptions upon initial review. This will be done on all claims, regardless of diagnosis, with the exception of pregnancies. **Agreed**
Need to establish consistency on how far benefits are approved; in most cases, benefits are approved through the next office visit. On some occasions, benefits are approved beyond the next office visit to allow for medical information from the office visit to be received	Going forward Vendor A will approve to next office visit, unless the diagnosis/treatment plan leads us to believe the employee will be out for additional time and/or Medical Guidelines support a longer approval. If this is the case, it will clearly be documented in our strategy **Agreed**
Return to Work notices have been removed, so will no longer be reviewed for u in future audits	
Company XYZ Individual Claim Findings	**Vendor A Individual Claim Responses**
Incident # 848491780768 **Category # 13** Medical certification was received 1/2/15, which was in the 5-day decision window after the medical certification was due. A decision should have been made sooner than 1/8/15 as the original decision was due 1/6/15. Since the medical certification was received after the due date, decision should have been expedited.	• Agree
Incident # 785553399463 **Category # 12** Form reminder deployed 5/7/15, medical certification due 5/12/15. No certification returned, denial should have occurred by, at the latest,	• Agree

5/19/15. Denial did not occur until 5/28/15.	
Incident # 3493836 **Category # 2** Claim filed 10/21/14. First attempt to collect medical did not occur until 12/11/14. Claim had a recurrent disability later on and attempt to collect medical was delayed; no follow up between 2/16/15 – 2/26/15. **Category # 3** Initial benefit approval occurred based on self-report of IOP. No confirmation with provider's office of treatment plan before making initial benefits approval. **Category # 4** Second benefit approval occurred based on self-report of ongoing IOP. No confirmation with provider's office of extension to treatment plan. Clinical did not find support for disability on 3/19/15, but DCM did not call employee to discuss denial and appeal rights until 3/25/15. Given recurrent disability, opine that DCM should have collected job description and provided to treating provider. **Category # 5** Given recurrent disability, opine that claim should have been staffed with BHS during recur sooner in recur and not with RN initially. **Incident # 3493836 Continued.** **Category # 6** Claim transitioned to LTD late; claim scheduled to transition to LTD 3/10/15, but did not transition because of ongoing evaluation by BHS. Final STD decision made 5/20/15, but claim was not accepted by LTD until 6/4/15.	• Agree with all except for Category 3. • Disagree with Category 3: When an employee reports a hospitalization of surgery immediately following last day worked, it is our standard process to initially approve the claim without initial confirmation. **Disagree – counter rebuttal – as noted in prior audits, opine that DCM should confirm hospitalization/treatment plan prior to making initial benefit approval. However, since the new process is to not approve benefits beyond the elimination period, this issue has inherently resolved moving forward.**
Incident # 3438822 **Category # 4** RN did not find support on 10/31/14. DCM did not contact employee about the matter until 11/7/14. Claim transitioned to LTD 1/22/15. LTD approved and STD was approved through max on 2/26/15. STD claim manager should have followed up with LTD claim manager in between to assess progress of decision. No job description was requested during STD; given that employee continued to pursue conservative treatment, opine that job description should have been collected to provide to treating	• Agree

provider for review. **Category # 7** After LTD in-benefit date, employee continued to pursue conservative treatment. DCM did not follow up for any medical information to place on file from March through October. Given that this was still early in the LTD claim (i.e., not a LTD management claim), follow up should have occurred sooner and more frequently. **Category # 8** RTW assistance was discussed initially only. Given ongoing conservative treatment, opine that RTW assistance/vocational counseling should have been pursued more than at the onset of the LTD claim	
Incident # 3387762 **Category # 1** Claim filed 7/10/14. Initial call to employee did not occur until 7/17/14. **Category # 2** Claim filed 7/10/14. Initial attempt to collect medical information for file did not occur until 8/11/14. DCM contacted employee on 8/19/14 re:inability to contact treating provider. Follow up did not occur until 8/27/14. DCM called providers office 11/5/14 and 11/6/14 for medical information, but did not follow up again until 11/25/14. **Incident # 3387762 continued** **Category # 3** Initial benefit approval was based on hospitalization noted during intake. However, DCM did not call hospital to confirm hospitalization before initial benefit approval. **Category # 4** Second and third benefit approval based on office visits post-hospitalization. Considering no confirmation made of hospitalization and discharge, opine that DCM should have confirmed these items before making benefit extensions. Job description should have been collected sooner for medical management instead of waiting until LTD. On 8/28/14, DCM staffed claim for review. RN found support on 8/29/14, but DCM did not make benefit approval until 9/4/14. **Category # 6** Claim transitioned to LTD on 1/6/15, when it should have transitioned	• Agree with all except for Category 3 & 6 • Disagree with Category 3: When an employee reports a hospitalization of surgery immediately following last day worked, it is our standard process to initially approve the claim without initial confirmation. **Disagree – counter rebuttal – as noted in prior audits, opine that DCM should confirm hospitalization/treatment plan prior to making initial benefit approval. However, since the new process is to not approve benefits beyond the elimination period, this issue has inherently resolved moving forward.** • Disagree with Category 6 comment regarding LTD timely outreach. Our standard for LTD initial outreach is 10 days. Late transition was due to not being able to approve STD claim until 12/31/15. **Agreed – score changed**

around November 2014. After claim transitioned to LTD on 1/6/15, initial LTD outreach to employee did not occur timely – occurred 1/15/15. **Category # 7** LTD DCM requested office visit notes on 3/3/15. Follow up did not occur until 3/31/15. Next follow up did not occur until 6/2/2020. No follow up occurred between 6/2/2020 and 7/7/2020 when employee called to report return to work on 7/6/2020.	
Claimant ABC: This claim was identified during a monthly escalation call and specifically chosen for review **Category # 1** Claim filed 5/11/2020. Initial call to employee did not occur until 5/20/2020. **Category # 2** Claim filed 5/11/2020. Initial attempt to collect medical did not occur until 5/18/2020. Office visit notes were requested 9/1/2020, but no follow up occurred until 9/14/2020. **Category # 4 (continued on next page)** 6/29/2020 clinical did not find support in medical information received. DCM did not call employee to discuss. DCM approved benefits on 7/10/2020, but no telephonic communication to employee regarding approval. 7/21/2020, DCM made benefit approval based on off work slip only, which is insufficient objective medical evidence to support disability and benefits. Benefits were approved 9/23/2020, but no telephonic communication made to employee regarding approval.	• Agree
Incident # 3544414 **Category # 4** Clinical did not find support of medical information received on 1/30/2020, but suggested waiting for additional medical information. No information was received as of 2/10/2020, but no follow up occurred on/around 2/6/2020. Adverse decision made 2/10/2020 since no medical information received, but was not telephonically communicated to employee until 2/13/2020. **Category # 5** Additional medical information was received with appeal on 2/24/2020. DCM did not escalate to clinical for review until 3/2/2020.	• Agree

Category # 11 This was a pre-filed leaved. Original intake occurred 12/10/2014, but eligibility notification was not sent until the STD claim was pended and split on 1/7/2020.	
Incident # 3602897 **Category # 2** Claim filed 2/6/2020. No initial attempt made to collect medical information. DCM followed up with employee on 3/17/2020 requesting additional information, but did not follow up with employee again until 4/1/2020. Category # 4 Claim was closed on 4/9/2020 after no information was submitted per 45 day review. No telephonic communication was made to the employee to explain claim closure/denial for no information.	• Agree
Incident # 3603598 **Category # 4** On 2/18/2020, clinical found support for benefits through 3/25/2020. On 3/25/2020, DCM spoke with employee on the phone, at which time employee stated release to return to work on 3/30/2020. DCM extended benefits through 3/29/2020. Extension is not medically supported considering clinical review was required to make initial benefit approval through 3/25/2020	• Agree
Incident # 3615322 **Category # 1** Claim filed 2/23/2020. Initial call to employee did not occur until 3/2/2020. **Category # 2** Claim filed 2/23/2020. Initial attempt to collect medical information did not occur until 3/3/2020. DCM called provider's office on 6/4/2020. DCM did not make any follow up calls between 6/4/2020 and 7/10/2020 when additional information was received.	• Agree
Incident # 3618163 **Category # 1** Claim filed 2/25/2020. Initial call to employee did not occur until 3/4/2020. During audit, discussed that the claim was originally filed via the web on	• Agree with all except for Category 3 • Disagree with Category 3: When an employee reports a hospitalization of surgery immediately following last day worked, it is our standard process to initially approve the claim without

2/25/2020 and that it took until 3/4/2020 for the claim to be registered and assigned to a DCM. A process must exist to assign claims faster. Furthermore, FMLA acknowledgment and eligibility was processed timely, therefore, STD claim should have been assigned sooner. **Category # 2** Claim filed 2/25/2020. Initial attempt to collect medical information did not occur until 3/5/2020. See explanation above. DCM did not follow up on medical information between 3/5/2020 and 3/17/2020 when it was received. **Category # 3** Initial benefit approval was based on hospitalization and discharge noted during intake. DCM should have confirmed hospitalization and discharge before approving initial benefits. **Category # 4** Benefits were extended through 3/11/2020 based on a telephone call with the employee on 3/11/2020. Benefits were extended on 3/23/2020, but DCM did **Incident # 3615322 (continued)** not communicate approval through call to employee. Employee told DCM of return to work part time effective 4/16/2020. DCM did not confirm with employer to confirm actual return to work for appropriate evaluation of whether the employee continued to satisfy the definition of disability under the plan.	initial confirmation. **Disagree – counter rebuttal – as noted in prior audits, opine that DCM should confirm hospitalization/treatment plan prior to making initial benefit approval. However, since the new process is to not approve benefits beyond the elimination period, this issue has inherently resolved moving forward.**
Incident # 3616157 **-Category # 1** Claim filed 2/24/2020. No initial call made to the employee. **Category # 2** Claim filed 2/24/2020. No initial attempt to collect medical was made. **Category # n/a** No medical certification was received under FMLA, so push for sooner FMLA denial/closure rather than exhausting the full 5-business day window.	• Agree
Incident # 3630471 **Category # 1** Claim filed 3/11/2020. Initial call to employee did not occur until	• Agree

3/19/2020. **Category # 2** Claim filed 3/11/2020. Initial attempt to collect medical information did not occur until 3/19/2020. DCM requested medical information from second provider on 4/1/2020, but did not make any follow up between 4/1/2020 and 4/13/2020 when information was received. Benefit were approved and extended through 7/5/2020, but no follow up was made between 7/5/2020 and 7/27/2020 when medical information was received. STD DCM followed up with LTD on 8/13/2020 to assess progress on file review after claim transitioned to LTD on 7/21/2020 – DCM should have followed up sooner. **Category # 4** On 4/16/2020, DCM approved benefits through 4/30/2020, the estimated return to work date. DCM did not telephonically confirm with employee intentions to return to work on 4/30/2020 as discussed. Considering estimated RTW date was known, DCM should have contacted employee the week prior to confirm.	
Incident # 3622999 **Category # 1** Claim filed 3/4/2020. Initial call to employee did not occur until 3/13/2020. **Category # 2** Claim filed 3/4/2020. No attempts to collect medical information were made to place on file. **Category # 3** Initial benefit approval occurred based on diagnosis. No information was received or confirmed to substantiate the disability and benefits. **Category # 4** Subsequent benefit approval was made based on estimated return to work date. No medical information was received at all to place on file and has documented evidence of medical substantiation of disability and benefits**.**	• Agree • Disagree with Category 3: When an employee reports a hospitalization of surgery immediately following last day worked, it is our standard process to initially approve the claim without initial confirmation. **Disagree – counter rebuttal – as noted in prior audits, opine that DCM should confirm hospitalization/treatment plan prior to making initial benefit approval. However, since the new process is to not approve benefits beyond the elimination period, this issue has inherently resolved moving forward.**
Incident # 3636350 **Category # 1** Claim filed 3/18/2020. Initial call to employee did not occur; initial call between DCM and employee occurred on 3/27/2020 when employee	• Agree

called DCM. **Category # 2** Claim filed 3/18/2020. Initial attempt to collect medical information did not occur until 3/31/2020. Employee called on 4/16/2020 indicating LOV 4/14/2020, NOV 4/21/2020. No attempts made to collect medical information from either office visit. **Category # 3** Medical information was received on 4/1/2020 confirming hospitalization from 3/10/2020 – 4/6/2020. DCM did not approve benefits right away and instead waited until the following week, 4/6/2020 to review for time beyond 4/6/2020. Benefits should have been approved more timely. **Category # 4** DCM did not make any outbound calls to employee. All telephonic communication with employee throughout leave was initiated by the employee. Employee stated return to work on 5/5/2020. DCM did not confirm **Incident # 3636350 (continued)** with employer of return to work to confirm that employee continued to satisfy definition of disability under the plan. DCM approved benefits on 5/23/2020, but no telephonic contact with employee to discuss approval. **Category # n/a** No medical certification was received under FMLA, so push for sooner FMLA denial/closure rather than exhausting the full 5-business day window.	
Incident # 3626959 **Category # 2** DCM confirmed with employee on 6/15/2020 that employee still had 6/17/2020 office visit. DCM did not follow up for office visit notes between 6/15/2020 and 7/1/2020 when office visit note were received. **Category n/a** Given claim progress and eventual staffing of medical director on claim, would have been helpful to collect job description to have on file and provide to treating providers for review.	• Agree
Incident # 3640985 **Category # 1**	• Agree with all except Category 3 • Disagree with Category 3: When an employee reports a

Claim filed 3/30/2020. Initial call to employee did not occur until 4/7/2020. **Category # 2** Claim filed 3/30/2020. No attempts to collect medical information for file were ever made. **Category # 3** Initial benefit approval was made based on guidelines and estimated return to work, however, approval was made without confirmation oftreatment plan and diagnosis and deficits.	hospitalization of surgery immediately following last day worked, it is our standard process to initially approve the claim without initial confirmation. **Disagree – counter rebuttal – as noted in prior audits, opine that DCM should confirm hospitalization/treatment plan prior to making initial benefit approval. However, since the new process is to not approve benefits beyond the elimination period, this issue has inherently resolved moving forward.**
Incident # 3642197 **Category # 2** Claim filed 3/30/2020. Initial attempt to collect medical information did not occur until 4/14/2020.	• Agree
Incident # 3617982 **Category # 2** Claim filed 4/6/2020. No medical information was collected for the file. On **Incident # 3617982(continued)** 4/10/2020, employer indicated employee was in surgery. DCM did not make any attempts to confirm surgery date and surgery type until 5/5/2020. **Category # 3** Initial benefit approval based on employer reporting that employee was in surgery. This is insufficient medical substantiation to approve benefits. **Category # 4** DCM left a voicemail for employee on 4/21/2020 to confirm estimated return to work or next office visit. DCM did not follow up between 4/21/2020 and 5/1/2020 when the employee returned the call. DCM attempted to confirm provider's name and phone number to confirm surgery type and surgery date on 5/1/2020, but no follow up occurred between 5/1/2020 and 5/15/2020 when the employee returned the call. On 5/15/2020, employee noted estimated return to work on 6/8/2020. DCM did not confirm return to work plans week before considering estimated return to work date was known.	• Agree • Disagree with Category 3: It is our standard process to take the word of the Employer when rendering claim decisions. **Agreed – score changed**
Incident # 3662943 **Category # 2** Insufficient medical documentation was collected for file. Without such	• Agree

paperwork on file, there is no documentation to substantiate benefit approvals were made based on objective medical evidence. **Category # 4** Claim was extended on 5/27/2020, but DCM did not call employee to discuss approval.	
Incident # 3661871 **Category # 1** Claim filed 4/20/2020. Initial call to employee did not occur until 4/28/2020. **Category # 2** Claim filed 4/20/2020. Initial attempt to collect medical information did not occur until 5/11/2020.	• Agree
Incident # 3572507 **Category # 1** Claim filed 4/27/2020. Initial call to employee did not occur until 5/1/2020. Late by 1 day. **Category # 2** Claim filed 4/27/2020. Initial attempt to collect medical information did not occur until 5/5/2020. **Category # 3** Initial benefit approval based on surgery noted during intake. DCM should have confirmed surgery to make initial benefit approval**.** **Category # 12** Leave was approved through 5/24/2020. Return to work notice deployed 5/26/2020, after the last approved through date.	• Agree • Disagree with Category 3: When an employee reports a hospitalization of surgery immediately following last day worked, it is our standard process to initially approve the claim without initial confirmation. **Disagree – counter rebuttal – as noted in prior audits, opine that DCM should confirm hospitalization/treatment plan prior to making initial benefit approval. However, since the new process is to not approve benefits beyond the elimination period, this issue has inherently resolved moving forward.**
Incident # 3674001 **Category # 1** Claim filed 5/7/2020. Initial call to employee did not occur until 5/15/2020**.** **Category # 2** Claim filed 5/7/2020. DCM did confirm surgery before approving benefits; however, confirmation did not occur timely relative to intake of claim	• Agree
Incident # 3686535 **Category # 1**	• Agree with all except for Category 3 • Disagree with Category 3: When an employee reports a

Claim filed 5/15/2020. Initial call to employee did not occur until 5/26/2020. **Category # 2** Claim filed 5/15/2020. Initial attempt to collect medical information did not occur until 6/10/2020. **Category # 3** Initial benefit approval based on hospitalization. DCM did not confirmation hospitalization and surgery, therefore, no medical substantiation for initial benefit approval. **Category # 4** DCM noted 7/9/2020 estimated return to work on 6/11/2020. DCM did not confirm return to work plans week prior. DCM should have confirmed considering estimated return to work date was known.	hospitalization of surgery immediately following last day worked, it is our standard process to initially approve the claim without initial confirmation. **Disagree – counter rebuttal – as noted in prior audits, opine that DCM should confirm hospitalization/treatment plan prior to making initial benefit approval. However, since the new process is to not approve benefits beyond the elimination period, this issue has inherently resolved moving forward.**
Incident # 3695392 **Category # 1** Claim filed 6/8/2020. No initial call to employee was ever made. **Category # 2** Claim filed 6/8/2020. Initial attempt to collect medical information did not occur until 6/30/2020. **Category # 3** DCM made initial benefit approval without confirming surgery.	• Agree with all except for Category 3 • Disagree with Category 3: When an employee reports a hospitalization of surgery immediately following last day worked, it is our standard process to initially approve the claim without confirmation of the event taking place. **Disagree – counter rebuttal – as noted in prior audits, opine that DCM should confirm hospitalization/treatment plan prior to making initial benefit approval. However, since the new process is to not approve benefits beyond the elimination period, this issue has inherently resolved moving forward.**
Incident # 3713677 **Category # 1** Claim filed 6/17/2020. Initial call to employee did not occur until 6/23/2020. Late by 1 day. **Category # 2** Claim filed 6/17/2020. Initial attempt to collect medical did not occur until 6/23/2020. DCM called employee on 8/31/2020 to discuss no medical information received. No follow up occurred between 8/31/2020 and 9/18/2020 when information was received. **Category # 5** Medical information received on 9/18/2020. DCM sent to clinical for review on 9/25/2020. DCM could have sent to clinical sooner for review.	• Agree

Incident # 3704286 **Category # 1** Claim filed 6/5/2020. Initial call to employee did not occur until 6/16/2020. **Category # 2** Claim filed 6/5/2020. On 6/8/2020, DCM received telephone call from employee with treating provider's information. DCM did not contact APO right away. Information request did not occur until 6/17/2020. DCM made multiple follow up requests for medical information on 8/21/2020, 8/26/2020 and 8/31/2020. Next follow up did not occur until 9/10/2020 when the DCM contacted the employee stating unsuccessful in collecting information. DCM should have engaged employee sooner for assistance. **Category # 5** Office visit notes received on 9/29/2020. DCM did not escalate to clinical review until 10/5/2020. DCM could have sent to clinical sooner for review.	• Agree

HUB

Advocacy. Tailored Insurance Solutions. Peace of Mind

Leave of Absence (LOA) Training *For Supervisors*

SAMPLE

2019

Agenda

1. Overview of LOA Programs
2. Listening Cues
3. Roles and Responsibilities
4. Managing Intermittent Leave

1

Overview of LOA Programs

When Employees Are Away From Work…

Employees might be gone from work for a variety of reasons, including but not limited to:

- Work-related injury (workers' compensation)
- Non-work-related injury (disability)
- FMLA (own health condition, care of a family member, etc)
- Personal reasons
- Paid Time Off (vacation, sick)

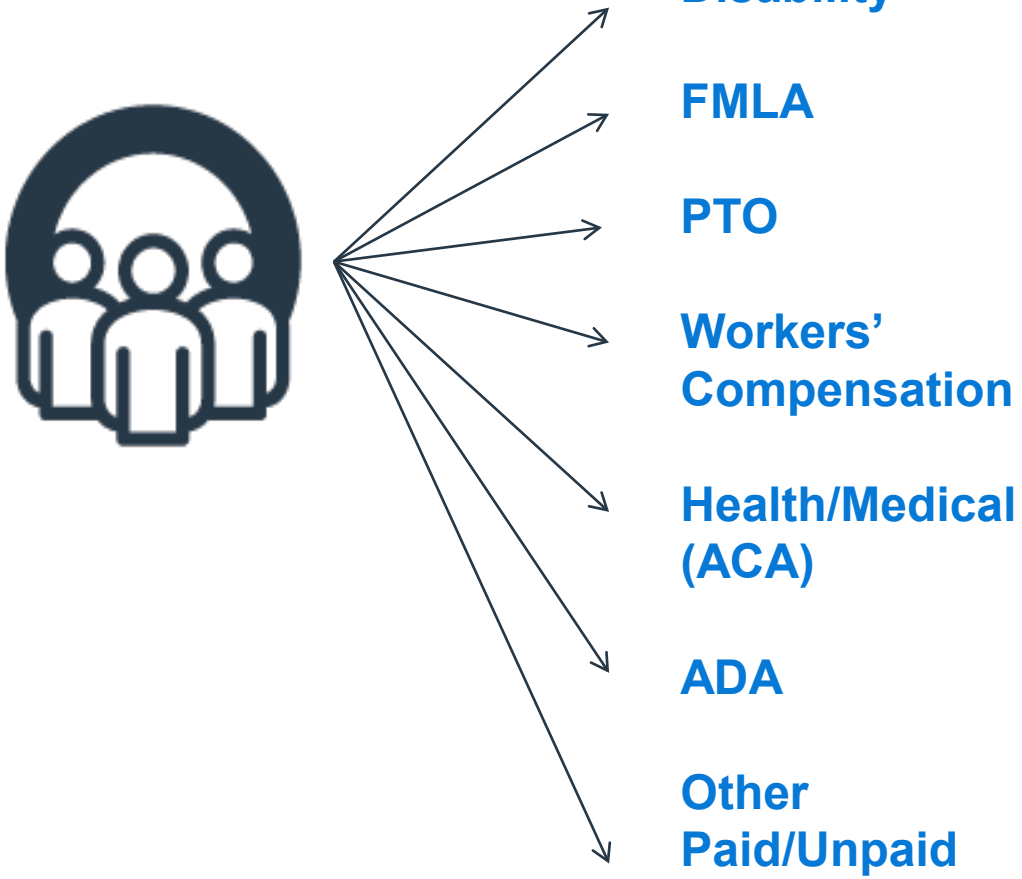
Our goal is to work together to help our employees and help you, the supervisor.

Family and Medical Leave Act (FMLA)

- **What is it?**
  - Unpaid job-protected leave if an employee has a serious health condition, need to care for a family member (and a few other reasons)
- **Does everyone have it?**
  - Eligibility includes:
    - 12 months of services
    - 1,250 hours in the last 12 months
- **How long can it last?**
  - Up to 12 weeks

Family and Medical Leave Act (FMLA)

- If an employee loses time because of work-injury or other non-work-injury/illness, **FMLA runs concurrently**.
- There may be other **state leave entitlements** that also run concurrently with FMLA or provide greater entitlements than FMLA.



Why Is This Training Important?

- **Because managers/supervisors may be found to be individually liable** and subject to fines/other penalties if there is a violation of FMLA.
- Average cost to defend FMLA lawsuit = **$80,000** → *just legal expenses!*
- First conversation usually sets the tone – sympathy goes a long way.
- As a company, we have responsibilities to follow a process.

2

Listening Cues

FMLA: Serious Health Condition

- Illness, injury, impairment, physical or mental condition that causes the employee to:
  - Be away from work for more than 3 consecutive days, or
  - Be away from work intermittently

You might hear this:

- Diagnosed with something
- Hospitalized
- Regular, scheduled treatments
- Really sick
- Got hurt on or off the job
- Pregnant

What now?
Go to HR.

FMLA: Care of Family Member

- Illness, injury, impairment, physical or mental condition experienced by the employee's family member that causes the employee to:
  - Be away from work for more than 3 consecutive days, or
  - Be away from work intermittently

You might hear this:

- Diagnosed with something
- Hospitalized
- Regular, scheduled treatments
- Really sick

What now?
Go to HR.

Why Go To HR?

- Employee may be eligible for FMLA.
- Employee may have PTO to use.
- Employee may file for Short Term Disability or Workers' Compensation.
- Prepare for Return To Work (RTW) discussions.

What happens if HR is not looped in?

- Delay in FMLA.
- Delay in filing for claim benefits.
- Frustrating for employee.
- Frustrating for you.

3

Roles and Responsibilities

Supervisor's Responsibilities

- Recognize listening cues and go to HR.
  - Employee does not have to say "FMLA."
- May not retaliate / discriminate / interfere against employee for using FMLA.
  - **EXERCISE CAUTION:** no call / no show, late to work, etc.
- Hold all employees accountable in the same way.
- KEEP CONFIDENTIAL any medical information you know about.
- Report/track intermittent leave.
- Got an opinion? **Call** HR – don't email.

What Is Intermittent Leave?

- Employee is not gone every day, but every now and again.
- Example: chemotherapy
  - Treatment: gone for 2 days per month lasting up to 8 hours per absence.
  - Episode: gone for 1 day per month lasting up to 8 hours per absence.
- Intermittent leave may be for employee's own health condition or care of family member.

Intermittent Leave

- Supervisor will be advised on intermittent leave frequency and duration.
- When employees are absent for intermittent FMLA, keep track and let HR know.
- HR needs this information to compare against employee's approved leave.
- **WATCH OUT!** If an employee requests for PTO, this might be an intermittent leave.

HR's Responsibilities

- Handle employee leave – paperwork, decisions, etc.
- Partner with supervisors on managing employee's leave:
  - Intermittent leave frequency and duration
  - Late reporting for foreseeable leaves
  - Return to work / transitional duty
  - Enforcing attendance policy
  - Difficult situations

Employee's Responsibilities

- Follow work rules and standards of conduct
- Follow attendance / call-in procedures
- Request leave at least 30 days in advance for **foreseeable** leaves
- Report intermittent leave timely
- Cooperate with any RTW discussions

4

Managing Intermittent Leave

Intermittent Leave Is Challenging

Example

- Employee calls in 5 minutes before shift begins and says they will be 5 minutes late and it is FMLA

Action

- Ask if the reason they are late is related to the FMLA leave they filed for
- Bring to the attention of HR if questionable
- HR will discuss FMLA time increments with employee
- HR will reach out to employee for clarification

Intermittent Leave Is Challenging

Example

- Employee indicates they will be leaving work early due to FMLA

Action

- Are you having a medical emergency and need help?
- Ask if this is related to current FMLA certification (if multiple certifications, then which one?)
- How long will you be gone?
- Bring to the attention of HR if questionable
- HR will discuss FMLA time increments with employee
- HR will reach out to employee for clarification

Thank you.

Educational Institutions and Academic Solutions Sample

Our Capabilities in Action

HUB's Risk Services Team helped a large education client proactively improve their safety management initiatives and mitigate hazards across the district

HUB International worked closely with a large education client to complete comprehensive hazard recognition surveys across 30 school district properties and vocational education facilities operated by the district to help drive awareness and mitigation strategies.

HUB Risk Services Division Safety Consultants worked closely at each property with principals or other designated school personnel to complete property and location specific hazard surveys that yielded recommendation reports capturing existing hazards and exposures, and options for controls that could be put in place to minimize the related risks.

Additionally, guidance and recommendations were offered for cost-effective corrective action options to help the district identify reasonable solutions.

HUB's Organizational Resilience Team supported the administration at a large tech college campus to address school violence prevention, intervention, and response

Like many administrators, the Director of Campus Safety & Security at a large technical college in the Midwest was concerned about lacking a formal violence prevention and intervention program. He was also in need of tailored, live, instructor led training sessions for administrators, faculty, and staff covering violence prevention, intervention, and response prior to the start of the school year.

In support of this need, HUB's Organizational Resilience Team worked closely with their security team to create tailored training content and workshops addressing their program development needs, and their unique student body population which included non-traditional adult students, college-aged students, and local high school students studying trades during their school day.

HUB's safety consulting team helped a large school district resolve noise exposure complaints

Following concerns expressed by a bus driver about significant and sustained noise exposures during operation of a State DOE owned bus, HUB's safety consultants partnered with the district to complete a noise levels survey and determine if hazardous noise levels were present. HUB's safety team, the driver, and several district staff "rode the route" (without students present) and completed a noise survey measuring decibel levels at various locations within the bus.

The root cause of noise levels were identified and determined to be a result of a crystalized front brake pad, combined with normal engine noise generated during acceleration. Missing insulation on the engines cowling cover, which was located on the interior of the bus, was also identified as a contributing factor. Corrective actions were implemented and no further complaints were reported.

Sample Client Service Calendar

CLIENT Employee Benefits Annual Timeline Summary Detail

HUB	Month of Completion:	Responsibility Of: HUB	Vendor	Client	Date Completed:	Notes:
STRATEGY						
Strategy Meeting with HUB Team	May					
Receive Post Strategy Meeting Debrief Summary & Request any additional Items from HUB	June	X				
MEDICAL/STOP LOSS (IF APPLICABLE) MARKETING						
Client to send HUB Census & Most Recent Invoice(s) *(If Marketing)*	May 25, 2019			X		
HUB to prepare and distribute Request for Proposals to Carriers/Vendors	June	X				
Final Proposals Due	July		X			
Carrier Finalist Presentations	August	X	X			
MEDICAL RENEWAL						
Receive Carrier Renewal	July	X	X	X		
Negotiate Renewal *("No Bid" strategy; Competitive data from marketplace)*	July	X				
Final Client Decisions	September			X		
Formal Notification to Vendors *(Termination or Signed Rate Sheets/Proposals)*	September	X				
Receive updated Plan Information *(Final Rates, Benefit Grids, SBCs, Certificates, etc.)*	September	X	X			
Communicate Open Enrollment Dates & OE Support to Vendors	September	X		X		
Facilitate Carrier and Vendor Changes *(If Applicable)*	September	X	X	X		
STOP LOSS RENEWAL (IF MEDICAL IS SELF-FUNDED)						
Receive Renewal (Carrier Confirmation)	October	X	X	X		
Negotiate Renewal *("No Bid" strategy; Competitive data from marketplace)*	October	X				
Final Client Decisions	November			X		
Formal Notification to Vendors *(Termination or Signed Rate Sheets/Proposals)*	November	X				
Receive Updated Policy	November	X	X			
Facilitate Carrier and Vendor Changes *(If Applicable)*	December	X	X	X		
ANCILLARY MARKETING						
Client to send HUB Census & Most Recent Invoice(s) *(If Marketing)*	May 25, 2019			X		
HUB to prepare and distribute Request for Proposals to Carriers/Vendors	June	X				
Final Proposals Due	July		X			
Carrier Finalist Presentations	August	X	X			
ANCILLARY RENEWAL						
Receive Renewal (Carrier Confirmation)	October					
Negotiate Renewal *("No Bid" strategy; Competitive data from marketplace)*	October	X				
Final Client Decisions	October			X		
Formal Notification to Vendors *(Termination or Signed Rate Sheets/Proposals)*	September	X				
Request Updated Plan Information *(Final Rates, Benefit Summaries, Policies, Certificates, etc.)*	September	X	X			
Communicate Open Enrollment Dates & OE Support to Vendors	October	X				
Facilitate Carrier and Vendor Changes *(If Applicable)*	October	X	X	X		
OVERALL RENEWAL						
Renewal Meeting with HUB Team	August	X		X		
Receive Post Renewal Meeting Debrief Summary & Request any additional Items from HUB	August	X				

CLIENT Employee Benefits Annual Timeline Summary Detail

HUB	Month of Completion:	Responsibility Of: HUB	Vendor	Client	Date Completed:	Notes:
EMPLOYEE COMMUNICATIONS						
Receive Initial Draft of Communication Materials	September 9, 2019	X				
Finalize OE Communications and/or OE presentation with Final Decisions	September 23, 2019	X		X		
Printing & Fullfilment of Communications	October	X (Fee)		X		
Distribution of Communications to Employees	September	X (Fee)		X		
Annual Notices	September			X		
Summary of Benefits Coverage (60 days prior to effective date if there are plan changes)	December					
Medicare Part D Creditable/Non-Creditable Coverage Notice	January					
Children's Health Insurance Premium Notice						
HIPAA Special Enrollment Notice						
HIPAA Privacy Notice and COBRA General Notice						
Women's Cancer Rights Acts Notice						
COBRA Continuation Coverage General Notice						
Notice of Grandfathered Plan Status (If Applicable)						
Wellness Program Disclosure (If Applicable)						
Newborn's & Mother's Disclosure Notice						
Uniform Services Employment and Reemployment Rights Act Notice						
Michelle's Law Notice (If Applicable)						
Waiver of Group Health Benefits						
Last Day of 2 1/2 Month Flexible Spending Account Grace Period (If Applicable)	March					
Distribute Summary Plan Description (Every 5 Years or after new SPD is issued)	March			X		
Distribute Summary Annual Reports	September			X		
ENROLLMENT						
Open Enrollment LIVE	November 1, 2019			X		
Close Enrollment and Prepare Data for Vendors	November 30, 2019			X		
Verify Eligibility System(s) are Populated (If Applicable)	November			X		
Furnish Clean Enrollment Data to Vendor	November			X		
Verify Distribution Date for Member ID Cards	December	X				
ID Cards Mailed to Members	December		X			
FOLLOWING FINAL DECISIONS/POST-IMPLEMENTATION						
Renewal Confirmation Letter & Rate/Employee Contribution/Commission Summary	December					
Post-Renewal & Trends Meeting with HUB Team	February	X		X		
Pharmacy/RxBenefits Year-End Review	March	X		X		
COMPLIANCE ITEMS						
Annual Compliance Review	April	X				
Establish Summary Plan Description		X				
Summary of Material Modifications to Summary Plan Description		X				
Creditable Coverage Disclosure Reminder	January	X				
Creditable Coverage Notices to Employees Reminder *(If not completed during OE)*	October	X				
PCORI Fee Payment Reminder *(If Self-Funded)*	July	X				
Receive Schedule A Data from Carriers for 5500 Filings	March	X	X			
File 5500 for Prior Plan Year	July	X				
Discrimination Testing (If Applicable)	December	X (Fee)				

CLIENT Employee Benefits Annual Timeline Summary Detail

HUB	Month of Completion:	Responsibility Of:			Date Completed:	Notes:
		HUB	Vendor	Client		
AFFORDABLE CARE ACT ITEMS						
ACA Form W-2 Healthcare Cost Reporting Requirement *(If over 250 W-2s)*	January			X		
Impute Taxable Income on Forms W-2 *(Domestic Partners, Group Life >50K, Some LTD Plans)*	January			X		
IRS Form 1095-B & C Distributions Due	January			X		
IRS Form 1094-B & C Paper Filings Due	February			X		
IRS Form 1094-B & C Electronic Filings Due	March			X		
File Form M-1 on Behalf of Multiple Employer Welfare Arrangements Providing Health Coverage (if Self-Funded)	March			X		
Distribute Reminder to Participants Regarding Availability of HIPAA Privacy Notice	April			X		
IRS Form 720 PCORI Fee Payment Due in Year Following Last Day of Plan Year *(If Self-Funded)*	July			X		
Open Enrollment for the Exchange Begins	November					
Distribute Notices of Creditable/Non-Creditable Coverage *(If not completed during OE)*	October			X		
Creditable Coverage Disclosure on www.cms.gov	October			X		
HEALTH & PERFORMANCE INITIATIVES (If Applicable)						
Annual Wellness Strategy Meeting (If Applicable)	January	X				
Final decision on Health Assessment and Biometric Screening (If Applicable)	January			X		
Complete Health Assessments and Biometric Screenings (If Applicable)	January		X	X		
Meet to Discuss Results of Aggregate Biometric Screening Report and Determine Wellness Initiatives (If Applicable)	January	X		X		
RECURRING COMMUNICATIONS						
Medical Financial Reports	Monthly	X	X			
Dental Financial Reports	Quarterly	X	X			
Vision Financial Reports	Quarterly	X	X			
Life & Disability Summary Financial Reports	Quarterly	X	X			
MISCELLANEOUS DEADLINES (MID-YEAR PLAN CHANGES, COBRA, ETC.)						
Notice of ACA Retroactive Coverage Cancellation	30 Days Prior to Cancellation			X		
Summary of Material Reductions in Benefits (if applicable)	60 Days Post Reduction	X		X		
Summaries of Material Modifications (if applicable)	210 Days After End of Mod. Plan Year	X		X		
Notice of Unavailability of COBRA Coverage	14 Days After Qual. Event			X		
COBRA Election Notice	30 Days After Qual. Event			X		
Notice of Early Termination of COBRA Coverage	ASAP After Determination			X		
Notice of Comparable Contributions to Health Savings Accounts	No Earlier than 90 Days Prior to First HSA Cont. for Cal. Yr.			X		
Notice of Cancellation of Coverage During FMLA Leave (for Nonpayment)	Payment is > 30 Days Late & at Least 15 Days Prior to Date Coverage Will Cease			X		
Notice of Exchange (for New Hires)	Within 14 Days of Hire			X		
ADDITIONAL MEETINGS/WEBINARS						
Additional Meeting #1	As Needed					
Additional Meeting #2	As Needed					
Additional Meeting #3	As Needed					
Additional Meeting #4	As Needed					
Additional Meeting #5	As Needed					

HIPPA Policies and Procedures

Effective August 10, 2018

HUB INTERNATIONAL BUSINESS ASSOCIATE HIPAA POLICIES AND PROCEDURES

1. Purpose of Policies & Procedures

1.1. HUB International Limited ("**HUB**") places a high value on securing HUB client (each referred to herein as a "**Client**") data and on the expectation that sensitive Client information remains confidential and is only made available to persons who have a legitimate need to know. In addition, HUB is required to comply with certain provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, and the Health Information Technology for Economic and Clinical Health Act of 2009, as amended (collectively, "**HIPAA**") and the regulations and guidance issued thereunder that are applicable to Business Associates and address appropriate handling of confidential health information by HUB in its role as a Business Associate (the "**HIPAA Rules**") when acting on behalf of a Client, a plan sponsored by a Client, or an insurance carrier that, in any case, is subject to HIPAA (a "**Covered Entity**"). Clients that are subject to HIPAA include, but are not limited to, medical providers and hospitals. Plans that could be subject to HIPAA include, but are not limited to, health, dental, vision, pharmacy, and health care spending account plans. These HUB INTERNATIONAL BUSINESS ASSOCIATE HIPAA POLICIES AND PROCEDURES (the "**Policies & Procedures**") have been developed and implemented to facilitate HUB's compliance with the HIPAA Rules when advising Clients and/or serving as a Business Associate of a Covered Entity. HUB maintains *separate* HIPAA Policies & Procedures that apply to our own employee plans and their status as Covered Entities. Capitalized terms not otherwise defined herein are defined in HIPAA or the HIPAA Rules.

1.2. Any questions pertaining to this document should be directed to your Employee Benefits Regional Chief Compliance Officer or the Chief HIPAA Compliance Officer (with the latter being reachable at HIPAA.Compliance@hubinternational.com or (470) 366-6338). The Chief HIPAA Compliance Officer will be designated by HUB's Chief Legal Officer from time to time. As of the date of these Policies & Procedures, the Chief HIPAA Compliance Officer is the Assistant General Counsel, Employee Benefits.

2. Protected Health Information

2.1. The Policies & Procedures address the appropriate handling of Protected Health Information created, maintained, or transmitted by HUB in its capacity as a Business Associate ("**PHI**"). PHI is any information (including genetic information), whether oral or recorded in any form, that:

(a) Is created, maintained or transmitted by a Covered Entity or by HUB on behalf of a Covered Entity;

(b) Relates to (i) the past, present, or future mental or physical health or condition of an Individual; (ii) the provision of health care to an Individual; or (iii) the past, present or future payment for the provision of health care to an Individual; and

(c) Identifies or for which there is a reasonable basis to believe could be used to identify the Individual.

2.2. PHI is not limited to written materials, facsimiles, or hard copy, but also includes information derived from any sources, including, but not limited to: e-mail, computer data, data stored on electronic media, external drives, mobile devices, verbal communications or recordings, and visual observation.

2.3. PHI generally does not include certain types of information, such as:

(a) enrollment and disenrollment information concerning a Covered Entity that is a plan that does not include any substantial clinical information (other than such information in the hands of the Covered Entity);

(b) PHI disclosed to HUB under a signed authorization of the individual (or the individual's representative) whose PHI is being disclosed that meets the requirements of the HIPAA Rules;

(c) health information related to a person who has been deceased for more than 50 years; or

(d) information that is not regulated by the HIPAA Rules, such as information on workers' compensation, leave administration, disability and life insurance plans, and others.

If there is a question about whether certain information constitutes PHI, you should contact your Employee Benefits Regional Chief Compliance Officer or the Chief HIPAA Compliance Officer.

2.4. As a Business Associate, HUB is very unlikely to maintain PHI in a Designated Record Set. In the unlikely event that HUB maintains PHI in a Designated Record Set, the ability of Individuals to access, amend, or request an account of PHI will be governed by the terms of the applicable Business Associate Agreement. Unless otherwise provided in an applicable Business Associate Agreement, if HUB receives a request from an Individual to access, amend, or receive an accounting of PHI or for alternate communications or restrictions on the use and disclosure of PHI, HUB will forward that request to the applicable Covered Entity. For purposes of these Policies & Procedures, a "**Designated Record Set**" means a group of records maintained by or for a Covered Entity that is:

(a) the medical records and billing records about Individuals maintained by or for a Covered Entity that is a health care provider;
(b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a Covered Entity that is a health plan; or
(c) used, in whole or in part, by or for the Covered Entity to make decisions about Individuals.

For purposes of this definition, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity.

2.5. HIPAA requires that when PHI is used, disclosed, or requested, the amount disclosed generally must be limited to the "minimum necessary" to accomplish the purpose of the underlying use, disclosure, or request. The "minimum-necessary" standard does not apply to any of the following:

(a) uses or disclosures made to the Individual;

(b) uses or disclosures made pursuant to a valid authorization from the Individual;

(c) disclosures made to the U.S. Department of Health and Human Services ("**HHS**");

(d) uses or disclosures Required By Law; and

(e) uses or disclosures required to comply with HIPAA.

Designated Workforce Members, when disclosing PHI subject to the minimum-necessary standard, must take reasonable and appropriate steps to ensure that only the minimum amount of PHI that is necessary for the requestor is disclosed. Designated Workforce Members, when requesting PHI subject to the minimum-necessary standard, must take reasonable and appropriate steps to ensure that only the minimum amount of PHI necessary for HUB is requested. If there is a question about whether a disclosure or request complies with the minimum necessary standard, Designated Workforce Members should review the request with their Employee Benefits Regional Chief Compliance Officer or the Chief HIPAA Privacy Officer.

3. Designated Workforce Members

3.1. Only Designated Workforce Members should access, use, and/or disclose PHI, and only to the extent necessary to carry out their specific job functions and/or responsibilities directly relating to HUB's provision of services with respect to a Covered Entity. Any HUB employee who directly or indirectly supports any of HUB's employee benefits practice, personal lines practice (*e.g.*, individual medical insurance or Medicare supplements), or a practice that writes commercial insurance for a Client that is a Covered Entity and, in any case, has a need to access PHI in furtherance of his or her responsibilities is a "**Designated Workforce Member**".

3.2. Each Designated Workforce Member will read and become familiar with these Policies & Procedures and will electronically affirm receipt, understanding, and agreement of and with the same.

3.3. By way of this Policies & Procedures document, each Designated Workforce Member has been instructed to promptly notify his/her respective Employee Benefits Regional Chief Compliance Officer, the Chief HIPAA Compliance Officer, and/or HUB's Chief Information Security Officer of any use or disclosure of PHI by any employee or Business Associate that he/she believes may constitute an impermissible acquisition, use, or

disclosure of PHI. Casual reading of PHI, or any use or disclosure of PHI other than in connection with servicing a Covered Entity, is not permitted.

4. Training

4.1. HUB will train all Designated Workforce Members on HUB's general obligations under the HIPAA Rules.

(a) The Chief HIPAA Compliance Officer is responsible for developing, implementing and overseeing HIPAA training.

(b) New Designated Workforce Members, or those with new job functions, shall be provided with appropriate training for their new job duties within a reasonable time after joining the workforce.

4.2. If these Policies & Procedures are materially changed, each Designated Workforce Member whose job functions are affected by the material change in these Policies & Procedures will receive additional training.

4.3. All training must be documented and may, at the option of the Chief HIPAA Compliance Officer, be accomplished through a Webinar or other online training solution.

5. Business Associates and Subcontractors

5.1. In relation to Covered Entities, HUB operates as a Business Associate. The Covered Entity should enter into a Business Associate Agreement with HUB that defines the standards for HUB's use and disclosure of the Covered Entity's PHI. In the case of a Covered Entity that is a plan, the Client may sign on behalf of the plan. HUB has a form client Business Associate Agreement available on its intranet website. Use of the HUB form is strongly encouraged.

5.2. If HUB requires assistance from a Subcontractor in performing services for the Client, HUB must enter into a Business Associate Agreement with such Subcontractor that includes standards for the Subcontractor's use and disclosure of the Client's PHI that are no less stringent than those applicable to HUB as set forth in the Business Associate Agreement between HUB and the Client. HUB has a form client Subcontractor Business Associate Agreement available on its intranet website. Use of the HUB form is strongly encouraged. The Business Associate Agreement with any such Subcontractor must be entered into before the earlier of:

(a) The date the Subcontractor receives any PHI in connection with the Covered Entity.

(b) The date the Subcontractor performs any services in connection with the Covered Entity.

Upon discovery of a pattern of activity or practice of a Subcontractor to HUB that is a material breach or violation of a contract or terms required under these Policies & Procedures or under HUB's Business Associate Agreement, the Chief HIPAA Compliance Officer shall take steps to ensure the Breach is cured and/or end the violation or terminate the contract if feasible.

5.3 Any requested changes to the HUB forms of Business Associate Agreement or Subcontractor Business Associate Agreement, or any Business Associate Agreement or Subcontractor Business Associate Agreement not consistent with the HUB forms, should be forwarded to the Chief HIPAA Compliance Officer or another member of the HUB legal department for review.

6. Verifying Identity and Authority

To the extent a Covered Entity provides specific direction to HUB on verifying the identity and authority of individuals seeking to access the Covered Entity's PHI, HUB will follow the direction provided by the Covered Entity. If no such direction is provided, HUB's local offices may develop verification procedures, however, any such procedures must be approved by either your Employee Benefits Regional Chief Compliance Officer or the Chief HIPAA Compliance Officer.

7. Safeguards

7.1 HUB will maintain appropriate safeguards, to the extent required by the HIPAA Rules, to ensure the confidentiality, integrity, and availability of electronic PHI, to protect against any reasonably anticipated threats or hazards to the security or integrity of electronic PHI, to reasonably protect PHI from any use or disclosure that is not allowed under HIPAA or the terms of HUB's agreement with the Covered Entity, and to ensure compliance with the

applicable HIPAA Rules by the Designated Workforce Members. Specifically, HUB will maintain policies and procedures (which may incorporate, or be a part of, HUB's information security policies and procedures) that:

(a) Seek to prevent, detect, contain and correct security violations;

(b) Ensure that all Designated Workforce Members have appropriate access to electronic PHI;

(c) Prevent workforce members who are not Designated Workforce Members from obtaining access to electronic PHI;

(d) Authorize access to electronic PHI;

(e) Implement a security awareness and training program for Designated Workforce Members;

(f) Address security incidents;

(g) Provide for a response to an emergency or disaster impacting systems containing electronic PHI;

(h) Limit physical access to systems containing electronic PHI and the facilities in which they're housed (to the extent reasonably possible), while ensuring that properly authorized access is allowed;

(i) Address the proper functions, manner of functions and physical attributes of workstations that can access electronic PHI;

(j) Address the receipt and removal of hardware and electronic media that contain electronic PHI into, out of, and within the facility;

(k) Address technical processes to allow access to electronic PHI to only those Designated Workforce Members or software programs that have been granted access rights under (d) above;

(l) Seek to protect electronic PHI from improper alteration or destruction; and

(m) Verify that a person or entity seeking to access electronic PHI is the one claimed.

7.2 In addition, HUB will

(a) Designate a security official responsible for overseeing periodic risk assessments, as necessary, and developing and maintaining a risk management plan and the policies and procedures identified in this Section 7 (as of the date of these Policies & Procedures, HUB's Chief Information Security Officer);

(b) Perform periodic reviews of those policies and procedures to ensure that they continue to meet the requirements of the HIPAA Rules;

(c) Implement physical safeguards (where reasonably possible) for all workstations that access electronic PHI to restrict access to Designated Workforce Members;

(d) Implement appropriate administrative safeguards, including mechanisms that record and examine activity in systems that contain or use electronic PHI; and

(e) Implement technical security measures to guard against unauthorized access to electronic PHI that is being transmitted over an electronic communications network.

8. Permitted Uses and Disclosures

In the provision of services for a Covered Entity, any uses and disclosures by HUB must be performed in accordance with HIPAA, and consistent with the terms of the applicable Business Associate Agreement and underlying services agreement or other contractual arrangement with the Covered Entity. In the event the Business Associate Agreement and/or underlying services agreement does not specifically define uses and disclosures permitted for purposes of securing payment for health care services or for purposes of health care operations, but defers to HIPAA for such definitions, the permissible activities associated with payment for health care services and health care operations are identified in Sections 8.1 and 8.2 below.

8.1. *Payment*. HIPAA permits the use/disclosure of PHI for purposes of obtaining payment for services, including:

(a) Determinations of eligibility for coverage, including coordination of benefits or the determination of cost sharing amounts;

(b) Adjudication or subrogation of health benefit claims;

(c) Risk adjusting amounts due based on enrollee health status and demographic characteristics;

(d) Billing, claims management, collection activities, obtaining payment under a contract for stop-loss insurance or excess of loss insurance and related health care data processing;

(e) Review of health care services with respect to medical necessity, coverage under a Covered Entity health plan, appropriateness of care or justification of charges;

(f) Utilization review activities, including precertification preauthorization of services, concurrent and retrospective review of services; and

(g) Disclosure of certain information to a consumer reporting agency relating to collection of premiums or reimbursement.

8.2. *Operations*. HIPAA permits the use/disclosure of PHI for health care operations purposes, including:

(a) Quality assessment and improvement activities;

(b) Population-based activities relating to improving health or reduction health care costs, case management and care coordination;

(c) Credentialing and health care provider evaluation;

(d) Underwriting, premium rating and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits and securing or placing a contract for stop-loss insurance or excess of loss insurance;

(e) Conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;

(f) Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the Covered Entity, including in the case of a plan, formulary development and administration, development or improvement of methods of payment or coverage; and

(g) Business management and general administrative activities of the Covered Entity.

8.3. *Workers' Compensation*. If permitted under the terms of the Business Associate Agreement and/or underlying services agreement with the Client, the minimum necessary PHI may be disclosed as authorized by and needed to comply with workers' compensation or similar programs established by law that provide benefits for work-related injury or illness without regard to fault.

8.4. *Other Uses*. If permitted under the terms of the Business Associate Agreement and/or underlying services agreement with the Covered Entity or Client, PHI may be used or disclosed for underwriting, premium rating and other activities relating to the creation, renewal or replacement of a Covered Entity's or Client's contract of health insurance or health benefits (subject to prohibition on using genetic information for underwriting purposes). PHI may also be disclosed to a HUB Subcontractor that has entered into a Subcontractor Business Associate Agreement with HUB and has a need to access the PHI in providing services to the Covered Entity or Client. For any other use or disclosure that is not specifically addressed in these Policies & Procedures, consult with your Employee Benefits Regional Chief Compliance Officer or the Chief HIPAA Compliance Officer.

9. Breach of Unsecured PHI and Security Incidents

9.1. *General*. A Designated Workforce Member or a Business Associate/Subcontractor must notify his/her supervisor, Employee Benefits Regional Chief Compliance Officer, Chief HIPAA Compliance Officer, and/or the designated security official immediately in the event of a Breach or potential Breach of Unsecured PHI in accordance with its obligations under HIPAA. Any person who is not either the Chief HIPAA Compliance Officer or designated security official who receives such a notification should, in turn, immediately notify either the Chief HIPAA Compliance Officer or designated security official. HUB, in turn, shall notify the Covered Entity in the event of a Breach of Unsecured PHI in accordance with its Business Associate Agreement. Unsecured PHI means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in applicable guidance, which

provides that PHI is rendered unusable, unreadable or indecipherable to unauthorized individuals (1) as to electronic PHI if it is encrypted; (2) as to paper, film or other hard copy media if it is shredded or destroyed such that the PHI cannot be read or otherwise reconstructed (redaction is specifically excluded as a means of data destruction); and (3) as to electronic media, if the media has been cleared, purged or destroyed consistent with NIST Special Publication 800-88, Revision 1, as amended, such that the PHI cannot be retrieved. A Breach does NOT include:

(a) Any unintentional acquisition, access or use of PHI by a Designated Workforce Member if such acquisition, access or use was made in good faith in the course of performing one's job and does not result in further use or disclosure in a manner not permitted under HIPAA. (**Example**: A Designated Workforce Member attempting to confirm the information regarding a claim for reimbursement unintentionally retrieves the incorrect claim information and views information for another individual, and upon realizing the error, the Designated Workforce Member exits the information);

(b) An inadvertent disclosure of PHI by a Designated Workforce Member to another Designated Workforce Member, and the PHI is not further used or disclosed in a manner not permitted under HIPAA (**Example**: A Designated Workforce Member provides PHI to another Designated Workforce Member in order to carry out a function for HUB, but the PHI provided is for the wrong participant. So long as the information is not further used or disclosed in a way unauthorized by the Privacy Rule there is no Breach.); or

(c) A situation in which PHI is improperly disclosed, but HUB believes in good faith that the recipient of the PHI would not be able to retain the information. (**Example**: A Designated Workforce Member mails an Individual's PHI in an envelope to the wrong address, but the Individual at that address returns the envelope unopened to the Designated Workforce Member.)

The Chief HIPAA Compliance Officer and/or the designated security official should determine whether a potential Breach qualifies for the above exceptions. A Breach is treated as discovered by HUB as of the first day on which such Breach is known to HUB, or by exercising reasonable diligence, would have been known to HUB. HUB shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of HUB. HUB will work with the Covered Entity to mitigate, to the extent practicable, any known harmful effect arising from the unauthorized acquisition, access, use or disclosure of PHI while under HUB's control to the extent required by HIPAA and the applicable Business Associate Agreement.

9.2. *Notice of Breach to Covered Entity*. Notification of the Breach to a Covered Entity must be provided without unreasonable delay in accordance with the terms of the applicable Business Associate Agreement, and in no case later than sixty (60) calendar days after discovery of a Breach, unless a delay is requested by a law enforcement official. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by the Chief HIPAA Compliance Officer to have been, accessed, acquired, used or disclosed during the Breach. HUB will provide the Covered Entity with any other information that the Covered Entity is required to include in its notification to the Individual at the time it notifies the Covered Entity, or promptly thereafter as information becomes available. If a law enforcement official states that a notification, notice or posting required would impede a criminal investigation or cause damage to national security, then HUB will:

(a) If the statement is in writing and specifies the time for which a delay is required, delay such notification, notice or posting or the time period specified by the official; or

(b) If the statement is made orally, document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described above is submitted during that time.

9.3. *Security Incidents that are not Breaches*. HUB will notify affected Covered Entities of any Successful Security Incident as required by the applicable Business Associate Agreement. For this purpose, a "Successful Security Incident" is any Security Incident that results in unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information of a Covered Entity. With respect to any "Unsuccessful Security Incident," which is any Security Incident that is not a Successful Security Incident, HUB generally believes reporting of Unsuccessful Security Incidents are too numerous to be meaningful or helpful and therefore will

generally use the Business Associate Agreement as notification to the Covered Entity that Unsuccessful Security Incidents occur, unless otherwise expressly required by the applicable Business Associate Agreement.

10. Miscellaneous

10.1. *Complaints Regarding Privacy Practices*. An Individual may file a complaint about these Policies & Procedures by submitting a description of that complaint in writing to:

Chief HIPAA Compliance Officer
Hub International Limited
300 LaSalle Street, 17th Floor
Chicago, IL 60654
HIPAA.Compliance@hubinternational.com

10.2. *Retention*. HUB's HIPAA policies and procedures shall be documented and maintained in either written or electronic form for at least six (6) years from the date last in effect. Policies and procedures, including these Policies & Procedures, must be changed as necessary or appropriate to comply with changes in the law, standards, requirements and implementation specifications (including changes and modifications in regulations), and HUB's practices and processes. Any changes to policies or procedures must be promptly documented.

10.3. *Amendment*. These Policies & Procedures are not intended to be exhaustive and will be revised and modified on a regular basis, including retroactively to the extent determined by HUB. This is a dynamic document that is specifically intended to incorporate periodic organizational, technical, legal, operational, or other compelling changes that may necessitate procedural changes. In the event the applicable laws and/or regulations impact any of these Policies & Procedures, such Policies & Procedures shall be deemed amended to comply and be consistent with such amended laws and/or regulations.

10.4. *Retaliation*. HUB may not intimidate, threaten, coerce, discriminate against, or take any other retaliatory action against any Individual for:

(a) Exercising his or her privacy rights (including without limitation, the filing of a complaint to HUB);

(b) Filing a complaint with HHS;

(c) Testifying, assisting, or participating in a HIPAA-related investigation, compliance review, proceeding or hearing; and/or

(d) Opposing any act or practice that a person in good faith believes to be unlawful under HIPAA as long as the action does not involve disclosure of PHI in violation of the Privacy Rule.

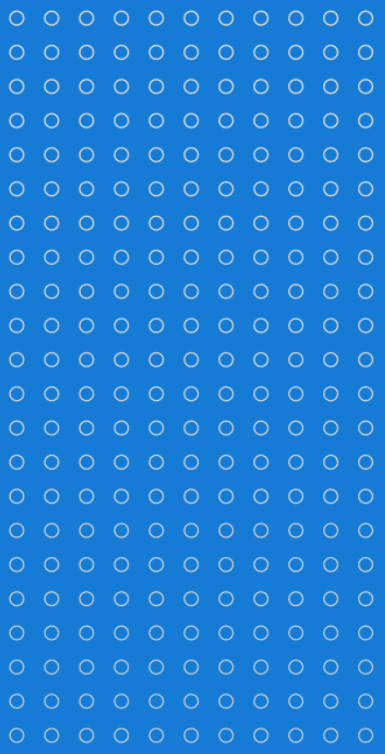
10.5. *Interpretation*. No third-party rights in contract or otherwise are intended to be created by these Policies & Procedures. To the extent these Policies & Procedures establish requirements and obligations above and beyond those required by HIPAA, these Policies & Procedures shall be aspirational and shall not be binding upon HUB. These Policies & Procedures do not address requirements under other federal laws or under state laws. To the extent these Policies & Procedures are in conflict with the HIPAA Rules, the HIPAA Rules shall govern.

10.6. *Sanctions for Violations of Policies & Procedures*. Sanctions against any Designated Workforce Member for using or disclosing PHI in violation of HIPAA or these Policies & Procedures will be imposed in accordance with HUB's disciplinary policy, up to and including termination of employment.

Compliance Checklist

Compliance Checklist

Employee Benefits 2020



HUB

Compliance Quick Facts

Did you know that the best defense to avoid fines, penalties, or lawsuits is a proactive, well-documented compliance process and procedure? Investigations by the Departments of Health and Human Services, Labor, and Treasury result in significant monetary penalties every year and the number of investigations and costs to plan sponsors are on the rise!

- Failure to properly implement HIPAA and HITECH regulations could result in fines ranging from $117 to $1.7 million per employee.
- Failure to comply with the Affordable Care Act could result in penalties ranging from $100 per day to $3,860 per employee in 2020.
- Failure to properly administer coverage provided to domestic and civil union partners, or failure to conduct due diligence to ensure everyone on your plan is an eligible participant, could result in your plan losing its tax-favored status.

Our goal is to provide you with the information to make better decisions and reduce your risk.

Checklist Instructions

Use this checklist to help determine whether you are complying with federal legislation and regulations that impact the administration of your group health plan. You may want to consult with your carrier, third-party administrator, or other outsourced provider on certain items that they may be handling for your plan.

This checklist provides plan sponsors a high-level reference guide that addresses federal regulatory provisions applicable to group health and welfare plans and their administration. Our checklist also includes action items to assist you in remaining compliant with federal employee benefits regulations and provides space for you to add your own notes and action items. We recommend you use this checklist in conjunction with other compliance resources offered by HUB International.

If you still have questions regarding your group health plan compliance obligations, please contact your HUB International Account Manager for assistance.

The information in this checklist is non-exhaustive and it is meant to be educational only and regulations change regularly. As brokers, we cannot provide you with legal or tax advice. Always consult with your own attorney for compliance with all laws applicable to your plan or you as a plan sponsor and employer.

ONGOING / ANNUAL REQUIREMENTS

ERISA Plan Requirements

A. Plan Document and Basic Disclosure Requirements

Applies to all ERISA Plans		
Compliant overall ☐ **This section is not applicable ☐**	**Response(s)**	**Notes/Action Item(s)**
1. Is one or more of your plans an ERISA plan? **If answering no, this Section A. does not apply. Continue onto the next section.**		*Most employer plans are ERISA plans other than governmental or most church plans.*
2. Do you have plan documents for each health and welfare plan and component plans including wellness plans? If your plans are fully-insured, do you have a Plan Document or Wrap SPD?		
3. Do you have a Summary Plan Description (SPD) / Evidence of Coverage (EOC) / Certificate of Coverage (COC) for all of your fully-insured plans?		
4. Are the SPD/EOC/COC and wrap documents delivered to all participants within 90 days of enrollment?		
5. Do you provide a Summary of Material Modifications (SMM) to plan participants for any plan changes (including those mandated by federal or state law) outside of open enrollment? Do you issue an SMM within 210 days of the end of the plan year in which the change is effective?		
6. Do you provide plan participants with an SMM within 60 days of adoption of any material reduction in covered services or benefits in a group health plan?		*An earlier deadline may apply for Summaries of Benefits and Coverage (see Section E).*
7. Do you deliver your ERISA documents by mail, hand-delivery or electronic delivery (where participants have access to email as a required part of their required daily duties or have consented to electronic distribution)?		*Always keep records of distribution.*

B. ERISA Reporting Requirements – Form 5500 Filings

Applies to ERISA plans with 100 or more participants at the beginning of the plan year.		
Compliant overall ☐ **This section is not applicable. ☐**	**Response(s)**	**Notes/Action Item(s)**
1. Do you have 100 or more plan participants enrolled in any one of your ERISA plan(s) as of the first day of the plan year? **If answering no, this Section B. and Section C. do not apply. Continue to Section D.**		*Do not count spouses or dependents – count only employees and former employees enrolled in the plan to determine 5500 obligations.*
2. Is your health Flexible Spending Account (health FSAs) filed in conjunction with your other plans in a single Form 5500 or is it filed separately? If filed separately, does the health FSA have a different plan number and Summary Plan Description?		*The requirement to file a Form 5500 for Section 125 cafeteria plans, Section 127 education assistance plans, and Section 137 adoption assistance plans has been suspended indefinitely.*
3. Do you have any life insurance, severance, or other benefits related to surgical, hospital, sickness, accident, death or funded vacation benefits that should be reported on Form 5500?		*These benefits may also be subject to ERISA.*
4. Have you filed your Form 5500 within seven months from the end of your plan year (unless you file an extension available for up to 2 ½ months)?		
5. Do you have an account with the EFAST2 system, which requires a PIN?		*Electronic filing is required.*
6. Do you use a Wrap plan document/ Wrap SPD to bundle some or all of your ERISA plans (including, if applicable, your HRA and/or health FSA plan)?		*Use of a wrap document helps justify filing only one Form 5500.*

C. Summary Annual Report (SAR)

Applies to insured and partially insured ERISA plans, or plans funded through a trust, with 100 or more participants at the beginning of the plan year.		
Compliant overall ☐ **This section is not applicable. ☐**	**Response(s)**	**Notes/Action Item(s)**
1. Do you, or someone on your behalf, create SAR(s) for your ERISA plan(s), along with the Form 5500 that is filed with the Department of Labor (DOL)?		
2. Do you provide plan participants and beneficiaries with a copy of the SAR within two months after your Form 5500 filing?		
3. Did you deliver your SAR by mail, hand-delivery or email (where participants have access to email as a required part of their required daily duties or have consented to electronic distribution)?		*Always keep records of distribution.*

