

AGREEMENT FOR AGENT OF RECORD/INSURANCE CONSULTING SERVICES

THIS AGREEMENT FOR AGENT OF RECORD/INSURANCE CONSULTING SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **RISK MANAGEMENT ASSOCIATES, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2445801) ("Agent" or "Agent of Record" or "AOR").

WHEREAS, on April 25, 2022, City issued a Request for Proposal ("RFP") for the provision of agent of record/insurance consulting services, RFP No.: RSK/220319 (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the proposal submitted by Risk Management Associates, Inc., was found to be the highest ranked proposal as scored by the City; and

WHEREAS, Risk Management Associates, Inc., was chosen as the intended awardee to provide agent of record/insurance consulting services (the "Services"); and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Agent of Record agree as follows:

1. **RECITALS.** City and AOR hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and AOR shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-7)

Exhibit B: Proposal Response (B-1 through B-21)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SERVICES.** AOR shall provide all materials, labor, supervision, tools, accessories, and equipment necessary for AOR to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and **Exhibit B - Proposal Response**. The Scope

of Work under this Agreement may only be adjusted by written amendment executed by both parties.

- A. **Staff Replacement.** City reserves the right to request the replacement of the insurance agent appointed by Agent to service the City under this Agreement.
 - B. **Flexible Spending Account Administration.** In a manner acceptable to City, AOR shall provide Flexible Spending Account (FSA) administration to include providing flexible spending cards at no cost to City employees and providing online access for City employees to review balances, review recent transactions, submit claims, and direct deposit of reimbursements.
 - C. **Affordable Care Act Administration.** AOR shall provide Affordable Care Act (ACA) reporting and compliance as outlined in the IRS's Affordable Care Act Provisions for Employers, including paying for administration and mailing fees for employee notices and IRS filings.
 - D. **Cobra Administration.** AOR shall provide Consolidated Omnibus Budget Reconciliation Act (COBRA) administration for applicable employee benefits.
 - E. **Actuarial Services.** AOR shall provide actuarial services for certification of the self-funded plans required to be submitted to the State Insurance Commissioners' office. In addition, as part of the 112.08 filing actuarial process, the firm must analyze claims data by January of each year to help determine the premium cost calculation. AOR must ensure the 112.08 is completed and submitted on time.
4. **COMPENSATION.** City shall pay AOR a lump sum not to exceed **TWO HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$270,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of services over the initial contract term in accordance with the Contract Documents. **The Contract Sum shall be payable to AOR in equal quarterly installments of TWENTY-TWO THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$22,500).** The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
- A. **Commissions and Fees.** The Contract Sum shall serve as full and complete compensation for AOR's professional services and shall include any and all travel required by AOR to meet with City staff as outlined in **Exhibit A - Scope of Work** and/or **Exhibit B - Proposal Response**, along with any and all expenses related to advertising, printing, binding, postage, delivery, clerical, and long-distance telephone charges.
 - (1) No additional compensation shall be due or payable to AOR or any other third-party for the services provided by AOR under this Agreement.

- (2) AOR shall fully disclose all commission fees, including contingency commission to City. Any and all commissions paid to AOR from placed lines shall be returned to City via credits reflected clearly on AOR's quarterly invoices as itemized line items.
- (3) **Failure by AOR to disclose third-party compensation agreements or understandings to City in advance shall constitute material breach and service as grounds for termination of this Agreement.**
- B. **Renewal Pricing Increases.** Any and all renewals shall be subject to a maximum negotiated price increase of no more than **FIVE PERCENT (5%)** above the Compensation set forth in this Section.
- C. **Invoice Submission.** AOR shall submit invoices to City for services rendered on a quarterly basis and said invoices shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Original invoices shall be submitted through the responsible City Project Manager at: **City of Ocala Human Resources Office**, Attn: **Devan Kikendall**, E-Mail: dkikendall@ocalafl.org; Telephone: (352) 401-3986.
- D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by AOR; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to AOR within **THIRTY (30)** calendar days of the AOR's remedy or resolution of the inadequacy or defect.
- F. **Excess Funds.** If due to mistake or any other reason AOR receives payment under this Agreement in excess of what is provided for by the Agreement, AOR shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of AOR's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
- G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. AOR shall not be exempted from paying sales tax

to its suppliers for materials to fulfill contractual obligations with the City, nor will AOR be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **OCTOBER 1, 2022** and continue in effect through and including **DECEMBER 31, 2026** (the "Initial Contract Term"). This Agreement may be renewed for **ONE (1)** additional **THREE-YEAR (3-year)** period by written consent between City and AOR.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution.
 - C. AOR performance shall be extended for a number of days equal to the duration of the force majeure. AOR shall be entitled to an extension of time only and, in no event, shall AOR be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** AOR shall report its progress to the City Project Manager as set forth herein. All services work, and materials provided by AOR under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
 - A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by AOR in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or

specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

- B. Neither the Project Manager's review of AOR's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control AOR's work in progress or for the means, methods, techniques, sequences, or procedures incident AOR's furnishing and performing the work.

8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of AOR to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing AOR written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to AOR by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) AOR fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) AOR provides material that does not meet the specifications of the Agreement;
- (3) AOR fails to complete the work required within the time stipulated in the Agreement;
- or
- (4) AOR fails to make progress in the performance of the Agreement and/or gives City reason to believe that AOR cannot or will not perform to the requirements of the Agreement.

- B. **AOR's Opportunity to Cure Default.** City may, in its sole discretion, provide AOR with an opportunity to cure the violations set forth in City's notice of default to AOR. AOR shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City then City may, without further notice, declare AOR to

- be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon AOR Default.** In the event that AOR fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from AOR all damages, costs, and attorney's fees arising from AOR's default prior to termination; and
 - (4) City shall be entitled to recovery from AOR any actual excess costs by: (i) deduction from any unpaid balances owed to AOR; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to AOR without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, AOR shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. AOR shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by AOR as permitted under this Agreement and approved by City.
9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate AOR's performance. Any such evaluation will become public record.
10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
11. **AOR REPRESENTATIONS.** AOR expressly represents that:
- A. AOR has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient

in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by AOR under this Agreement.

- B. AOR has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by AOR in the Contract Documents, and that the City's written resolution of same is acceptable to AOR.
- C. AOR is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- D. **Public Entity Crimes.** Neither AOR, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. AOR understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." AOR further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **AOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the AOR:

- A. AOR shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. AOR shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.
- C. AOR shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

- D. AOR shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
- E. AOR shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as AOR and City may otherwise agree in writing.

13. CITY RESPONSIBILITIES.

- A. City shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information, and any other information necessary for the effectuation of insurance coverage at the request of the Agent.
- B. City will provide Agent with a notice of any material changes in the City's business operations, risk exposures, or in any other material information provided under the Scope of Work. In addition, Agent shall confirm the accuracy and recommend any changes to insurance policies issued to City.

14. NO EXCLUSIVITY. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with AOR or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources. The City is not obligated to procure any insurance or to use Agent for insurance it might wish to procure; the City may do so independently at any time with no notice.

15. COMMERCIAL AUTO LIABILITY INSURANCE. AOR shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by AOR with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident.

16. GENERAL LIABILITY INSURANCE. AOR shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
- B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
- C. Coverage for contractual liability is also required.

D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of AOR. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** AOR shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. AOR shall ensure any and all subcontractors have coverage as required by applicable statutes. AOR is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required.

18. **PROFESSIONAL LIABILITY/INSURANCE AGENT'S ERRORS AND OMISSIONS.** For the term of this Agreement and any subsequent renewals, AOR shall be required to obtain and maintain, at AOR's expense, Errors and Omissions Insurance providing coverage to AOR and its agents with limits of at least \$1,000,000 per occurrence. This insurance shall be written by an insurer who possess an A.M. Best rating of at least an "A-" or better. Coverage must continue for **THREE (3)** years after contract expiration.

19. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of AOR. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect AOR's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover AOR. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
- B. Deductibles. AOR is responsible for the amount of any deductible or self-insured retention.
- C. Certificates of Insurance. AOR shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A- or better, showing the "City of Ocala" as an Additional Insured on the General

Liability policy. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department- 3rd Floor, 110 SE Watula Ave., Ocala, FL 34471, E-Mail: vendors@ocalafl.org**. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. Failure to Maintain Coverage. In the event AOR fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by AOR under this Agreement, AOR shall be considered to be in default of this Agreement.
 - E. Severability of Interests. AOR shall arrange for its General Liability and Excess/Umbrella Insurance to include, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
 - F. Mandatory Endorsements for All Required Policies. All required policies shall include an endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act. AOR shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation and ten (10) days' notice if cancellation is for non-payment of premium. In the event that AOR's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of AOR to provide the proper notice. Such notification must be issued in writing addressed to **City of Ocala, Contracting Department- 3rd Floor, 110 SE Watula Ave., Ocala, FL 34471**, and sent by registered mail, return receipt requested.
 - G. Exceptions and exemptions to these insurance requirements may be allowed at the discretion of the City's HR/Risk Director on a case-by-case basis and evidenced by a separate waiver attached to this Agreement and incorporated herein.
20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the AOR shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other

forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of AOR or any other persons or organizations having a direct contract with AOR, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of AOR or any other persons or organizations having a direct contract with AOR, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
22. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The AOR also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
23. **INDEPENDENT CONTRACTOR STATUS.** AOR acknowledges and agrees that under this Agreement, AOR and any agent or employee of AOR shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither AOR nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither AOR nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by AOR in its performance of its obligations under this Agreement.
24. **ACCESS TO FACILITIES.** City shall provide AOR with access to all City facilities as is reasonably necessary for AOR to perform its obligations under this Agreement.
25. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

26. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by AOR under this Agreement be abandoned, or should AOR become insolvent, or if AOR shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
27. **PUBLIC RECORDS.** AOR shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, AOR shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency 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, Florida Statutes, 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 AOR does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of AOR or keep and maintain public records required by the public agency to perform the service. If AOR transfers all public records to the public agency upon completion of the contract, AOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AOR keeps and maintains public records upon completion of the contract, AOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF AOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK;

352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

28. **AUDIT.** AOR shall comply and cooperate promptly with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
29. **PUBLICITY.** AOR shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
30. **E-VERIFY.** In accordance with Executive Order 11-116, AOR shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. AOR shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
31. **CONFLICT OF INTEREST.** AOR is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. AOR shall further disclose the name of any City employee who owns, directly or indirectly, any interest in AOR's business or any affiliated business entity. Any additional conflicts of interest that may occur or become known to AOR during the contract term must be disclosed to the City of Ocala Procurement Department.
32. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
33. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
34. **INDEMNITY.** AOR shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City

or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of AOR, its agents, and employees.

35. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
36. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to AOR:

Risk Management Associates, Inc.
Attention: Matt Montgomery
300 North Beach Street
Daytona Beach, FL 32114
Phone: 386-239-7245
Cell: 850-528-7423
E-mail: matt.montgomery@bbrown.com

If to City of Ocala:

Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
Fax: 352-690-2025
E-mail: notices@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-579-6536
Fax: 352-579-1289
E-mail: rbatsel@lawyersocala.com

37. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

38. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

39. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
40. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
41. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
42. **MUTUALITY OF NEGOTIATION.** AOR and City acknowledge that this Agreement is a result of negotiations between AOR and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
43. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
44. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
45. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
46. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

47. **ELECTRONIC SIGNATURE(S).** AOR, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
48. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
49. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on 10 / 03 / 2022.

ATTEST:

CITY OF OCALA



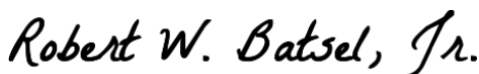
Angel B. Jacobs
City Clerk



Ire Bethea, Sr.
City Council President

Approved as to form and legality:

RISK MANAGEMENT ASSOCIATES, INC.



Robert W. Batsel, Jr.
City Attorney



Matt Montgomery
Executive Vice President

SECTION 1. BACKGROUND

Agent of Record ("AOR" or "Agent") shall provide insurance consulting services for the City of Ocala and its 1051 employees of which approximately 90% are eligible to participate in the group benefits. The City also offers coverage to eligible retirees and their dependents.

SECTION 2. SUMMARY OF WORK

2.1 **PRICING:** The annual fee will be paid to AOR on a quarterly basis.

- A. In addition, any and all commissions paid to the AOR from placed lines will be returned to the City via quarterly bill credit.
- B. AOR must fully disclose all commission fees, including contingency commission, to the City. No additional reimbursement for expenses incurred by the AOR will be paid by the City including travel, advertising, printing, binding, postage, delivery, clerical, and long-distance telephone charges.
- C. Failure to disclose third-party compensation agreements/understandings to the City, may result in contract termination.

2.2 **BENEFITS:** The benefits available to employees and dependents include:

- Medical (self-funded)
- Dental
- Vision
- Basic Life and AD&D Insurance
- Dependent Term Life Insurance
- Child Term Life
- Spouse Term Life
- Supplemental Life
- Flexible Spending Accounts
- Disability Insurance
- Cancer Policy
- Critical Care Policy
- Legal Insurance
- Accident Insurance
- Health and Wellness Center
- Pet Insurance
- Other employee-related products as they become available

2.3 **SERVICES:** The AOR shall perform a full range of services related to the design, implementation, maintenance, communication, and improvement of its group insurance programs. This includes Sections 3-15 described below.

SECTION 3. CUSTOMER SERVICE

- 3.1 Provide claims assistance and intervention on all plans and product lines.
- 3.2 Monitor and process all reinsurance claims. Receive, review, and clarify all appeals from the carriers, providing information to the HR/Risk designee including recommended action; once a decision has been reached, AOR will communicate the decision to the carrier.
- 3.3 Coordinate and conduct regular insurance meetings with the City's third-party administrator (at least quarterly) and other meetings as requested by the City.
- 3.4 Handle day-to-day administration issues including resolving vendor and carrier service issues, and addressing questions and concerns raised by the City's employees and management about insurance lines.
- 3.5 Provide a qualified point person for all members (including all employees, dependents, retirees, and COBRA participants) to contact directly to assist with claim issues and other insurance-related questions.
- 3.6 Provide direct access for employees, dependents, retirees, and COBRA participants to include a direct phone number and the contact person's email address to answer all questions related to benefits. The contact's phone number, email address, and other pertinent information must also be provided in the Benefits Booklet to the members.
- 3.7 Provide private, direct access phone numbers to the AOR for Human Resource/Risk Management benefits personnel.
- 3.8 In the case of service deficiencies, the City reserves the right to request the replacement of the assigned insurance agent/broker appointed as the AOR for the City.
- 3.9 Assist the City's legal counsel in the preparation of defense should any litigation result from services or advice provided by AOR and testify in court as needed/requested.

SECTION 4. FSA, ACA, AND COBRA ADMINISTRATION SERVICES (AT NO COST TO THE CITY)

- 4.1 Provide Flexible Spending Account (FSA) administration, acceptable to the City. This includes providing flexible spending cards at no cost to City employees and providing online access for City employees to review balances, review recent transactions, submit claims, and direct deposit of reimbursements.
- 4.2 Provide Affordable Care Act (ACA) reporting and compliance as outlined in the IRS's Affordable Care Act Provisions for Employers, including paying for administration and mailing fees for employee notices and IRS filings.
- 4.3 Provide COBRA administration for applicable employee benefits.

SECTION 5. ACTUARIAL SERVICES (AT NO COST TO THE CITY)

- 5.1 Provide actuarial services for certification of the self-funded plans required to be submitted to the State Insurance Commissioners' office.
- 5.2 In addition, as part of the 112.08 filing actuarial process, the firm must analyze claims data by January of each year to help determine the premium cost calculation. AOR must ensure the 112.08 is completed and submitted on time.

SECTION 6. COMPLIANCE

- 6.1 Prepare all “master applications” for any carriers selected and other documents as needed.
- 6.2 Review all contracts, summary plan descriptions, and documents as requested for accuracy.
- 6.3 Prepare and coordinate the City’s Benefits Booklet which is derived from the summary plan description. The Benefits Booklet must be provided to the City in an editable format.
- 6.4 Prepare, coordinate and provide all compliance-related documents as required, but not limited to, federal and state notices and documents for PPACA such as Exchange Notices, Michelle’s Law, COBRA, Newborns’ and Mothers’ Health Protection Act, Section 125, CHIP, WHCRA, Medicare D. Notices, etc.
- 6.5 Provide up-to-date and accurate information related to healthcare reform, compliance, and other benefits-related legislation which might arise.

SECTION 7. REPORTING

- 7.1 Coordinate and obtain any financial reports from the carriers as requested by the City. This data must be customized as requested by the City. Provide reports on a monthly basis and as requested.

SECTION 8. INSURANCE RENEWALS

- 8.1 Assist the City in budget development by providing an estimate of expected insurance premiums and other costs for the upcoming fiscal year. Responsible for benchmarking pricing and negotiating health plans, reinsurance, dental plan, vision plan, life insurance, disability insurance, ancillary and supplemental coverages, Employee Assistance Program, Flexible Spending Account administration, COBRA administration, online enrollment system, and other plans/products as directed by the City.
- 8.2 AOR shall present insurance renewal data in a clear and concise manner to the City. The analysis must include network disruption reports, employer and employee cost comparisons, plan design details, contract comparisons, and any other details as requested and applicable.

SECTION 9. EDUCATION

- 9.1 Provide educational and communication tools to increase awareness and help contain costs, including conducting employee and retiree meetings, preparing and providing an annual Benefits Booklet, and any other information as requested.
- 9.2 Create communications and presentations outlining the plans to all employees and retirees for open enrollment, as well as other times as requested including:
 - A. Prepare and provide Benefits Booklet (after final City approval).
 - B. Prepare, print, and mail retiree communications including Retiree Benefits Booklet.

SECTION 10. BILLING AND ONGOING ENROLLMENT

- 10.1 Develop and maintain the content of the online enrollment website. This includes updating plan designs, posting information, documents, forms, etc., monitoring surveys, and any other review, update, or implementation as requested.

- 10.2 Facilitate providing identification cards, summary plan descriptions, and other required documentation and necessary forms for all insurance benefits plans.
- 10.3 Assist in the process of enrollment, termination, and change-of-status requests for all vendors including COBRA.
- 10.4 Review and respond to online enrollment discrepancy reports sent from carriers.
- 10.5 Facilitate the enrollment of all retirees into the online enrollment system. Facilitate, if requested, the billing, collections, and premium remittance for all retiree coverage enrollments.
- 10.6 Provide spreadsheets each month for carrier bill payments and provide reconciliation assistance for all insurance benefits plans.

SECTION 11. OPEN ENROLLMENT

- 11.1 Provide an online enrollment system acceptable to the City, along with providing management services for the system including monitoring the accuracy of the setup/implementation. Provide all direction for new plan years (open enrollment set-up, oversee all changes, etc.). The system must have automatic carrier feeds that can be scheduled within the online system. The online enrollment system must be proven and fully integrated with these feeds.
- 11.2 Prepare presentation and conduct open enrollment meetings by providing up to five (5) onsite meetings for employees and two (2) onsite meetings for retirees. In addition, up to four (4) online meetings shall be provided which can be attended by remote employees. These include various times such as morning, afternoon, and evening meetings. Presentation is prepared and given by consultant.

SECTION 12. WELLNESS

- 12.1 Work with the City to help facilitate their wellness program including attending wellness committee meetings as requested by the City.
- 12.2 Work with the City and the City's Health and Wellness Center vendor to coordinate the mandatory Health Risk Assessment survey and Preventive Exam. Provide recommendations for improvement and efficiency, and provide compliance review of programs needed.
- 12.3 Supply best practice knowledge, tools, and resources to support the City with building a sustainable wellness program that fits the specific culture, needs, and budgetary constraints of the organization.
- 12.4 Analyze data from wellness programs and report findings and provide recommendations if requested.

SECTION 13. DELIVERABLES

Agent of Record shall provide the following deliverables based on the frequency indicated. The City may alter the deliverable schedule as needed and will notify the agent in writing.

13.1 Monthly:

- A. Provide spreadsheets for carrier bill payments and provide reconciliation assistance for all insurance benefits plans.
- B. Coordinate and obtain any financial reports from the carriers (this data must be customized as requested by the City).

13.2 **Quarterly:** coordinate and conduct regular insurance meetings with the City's third-party administrator for health insurance.

13.3 **Annually:**

- A. **Deadline-end of January:** assist the City in budget development by providing an estimate of expected insurance premiums and other costs for the upcoming fiscal year.
 - 1. Responsible for benchmarking pricing and negotiating health plan, reinsurance, dental plan, vision plan, life insurance, disability insurance, legal, ancillary and supplemental coverages, Employee Assistance Program, Flexible Spending Account administration, COBRA administration, online enrollment system, and other plans/products as directed by the City.
 - 2. The AOR shall present insurance renewal data in a clear and concise manner to the City. The analysis must include network disruption reports, employer and employee cost comparisons, plan design details, contract comparisons, and any other details as requested and applicable.
 - 3. Send Affordable Care Act 1095 forms to employees by January 31.
- B. **Deadline-February through May:**
 - 1. Prepare all "master applications" for any new carriers, and request renewal amendments from existing carriers.
 - 2. Send Affordable Care Act 1094 forms for reporting to IRS by March 31.
- C. **Deadline-six weeks before open enrollment:** prepare and coordinate the preparation of the City's Benefits Booklet which is derived from the summary plan description.
 - 1. The Benefits Booklet must be provided to the City in an editable format.
 - 2. Agent shall work with and schedule carriers to present at open enrollment meetings.
- D. **Deadline-three weeks before open enrollment:** prepare, print, and mail retiree communications including Retiree Benefits Booklet.
- E. **Deadline-two weeks before open enrollment:** prepare and provide Benefits Booklet (after final City approval). A minimum of 500 booklets will be needed for open enrollment meetings.
- F. **During open enrollment:** conduct employee and retiree open enrollment meetings.
 - 1. Prepare presentation and conduct open enrollment meetings by providing up to five (5) onsite meetings for employees and two (2) onsite meetings for retirees.
 - 2. In addition, up to four (4) online meetings shall be provided which can be attended by remote employees. These include various times such as morning, afternoon, and evening meetings.
 - 3. Presentation is prepared and given by Agent.
- G. **Actuarial services:** provide actuarial services for certification of the self-funded plans submitted to the State Insurance Commissioner's office.
 - 1. In addition, as part of the 112.08 filing actuarial process, the firm must analyze claims data as of January to determine the premium cost calculation.
 - 2. The filing deadline for the 112.08 is April.

13.4 **Daily and ongoing:**

- A. Provide claims assistance and intervention on all plans and product lines.
- B. Monitor and process all reinsurance claims. Receive, review, and clarify all appeals from the

- carriers, providing information to the HR/Risk designee including recommended action; once a decision has been reached, AOR will communicate the decision to the carrier.
- C. Service day-to-day administration issues including resolving vendor and carrier service issues, and addressing questions and concerns raised by the City's employees and management.
 - D. Prepare, coordinate and provide all compliance-related documents as required, including, but not limited to, Federal and State notices and documents for PPACA such as Exchange Notices, Michelle's Law, COBRA, Newborns' and Mothers' Health Protection Act, Section 125, CHIP, WHCRA, Medicare D. Notices, etc.
 - E. Provide up-to-date and accurate information related to healthcare reform, compliance, and other benefits-related legislation which might arise.
 - F. Assist the City's legal counsel in the preparation of defense should any litigation result from services or advice provided by AOR and testify in court as needed/requested.
 - G. Develop and maintain the content of the online enrollment website. This includes updating plan designs, posting information, documents, forms, etc., monitoring surveys, and any other review, update, or implementation as requested.
 - H. Facilitate providing identification cards, summary plan descriptions, and other required documentation and necessary forms for all insurance benefits plans.
 - I. Assist in the process of enrollment, termination, and change-of-status requests for all vendors including COBRA.
 - J. Review and respond to online enrollment discrepancy reports sent from carriers.
 - K. Facilitate the enrollment of all retirees into the online enrollment system. Facilitate, if requested, the billing, collections, and premium remittance for all retiree coverage enrollments.
 - L. Work with the City to help facilitate their wellness program including attending wellness committee meetings as requested by the City.
 - M. Coordinate with the City and the City's Health and Wellness Center vendor to coordinate the mandatory Health Risk Assessment survey and Preventive Exam. Provide recommendations for improvement and efficiency and provide compliance review of programs needed.
 - N. Supply best practice knowledge, tools, and resources to support the City with building a sustainable wellness program that fits the specific culture, needs, and budgetary constraints of the organization.
 - O. Analyze data from wellness programs and report findings and provide recommendations, if requested.

SECTION 14. STAFF REPLACEMENT

- 14.1 The City reserves the right to request the replacement of the assigned insurance agent/broker appointed as the AOR for the City.
- 14.2 At the request of the City, the AOR must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the AOR must each be promptly notified by the other of any complaints received.

SECTION 15. CITY RESPONSIBILITIES

- 15.1 City shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information, and any other information necessary for the effectuation of insurance coverage at the request of the Agent.
- 15.2 City will provide Agent with a notice of any material changes in the City's business operations, risk exposures, or in any other material information provided under this Scope. In addition, Agent shall confirm the accuracy and recommend any changes to insurance policies issued to City.
- 15.3 The City is not obligated to procure any insurance or to use Agent for insurance it might wish to procure; the City may do so independently at any time with no notice.



RFP #RSK/220319

Agent of Record/Insurance Consulting Services

Response Prepared By:
Risk Management Associates, Inc.
A wholly owned subsidiary of Brown & Brown, Inc.

Melanie Stegall, GBDS, VBS – Employee Benefits Advisor
300 North Beach Street
Daytona Beach, FL 32114
(386) 239-5779

Submittal Date: May 27, 2022 at 2:00 PM

ELECTRONIC COPY



City of Ocala - 2022 Agent of Record/Insurance Consulting Services

Proposer Name: Risk Management Associates, Inc.

Evaluation Criteria: The Selection Committee shall score all proposals, which meet the submittal requirements based on the following factors:

EVALUATION CRITERIA	WEIGHT
Qualifications, Background, and Public Sector Experience	50 points
Approach and Methodology; <i>OPTIONAL: Value-Added Programs/Services and Additional Offerings</i>	35 points
Price Proposal	15 points
TOTAL	100 points

Proposal Response: The following information must be submitted in your proposal response. Do not alter any of the headings. **Proposal response shall be no more than twenty (20) pages**, excluding a cover page, cover letter, resumes, letters of reference, certifications, insurance, and certificates.

Qualifications, Background, and Public Sector Experience*

50 points

** Do not include the City of Ocala in your references or experience.*

A. Team Qualifications and Experience (15 points):

1. Provide qualifications, resumes*, experience, contact information, and roles of the individual(s) who will be assigned to provide services on the City account. **NOTE: resumes should be attached at the end of the document after ATTACHMENT 1 – RESUMES cover page and are excluded from the page count.*

Response:

Danielle Boyle, GBA, GBDS

Senior Vice President, Project Leader

Email: Danielle.Boyle@bbrown.com

Phone: (386) 333-6008

Danielle Boyle is a senior consultant who will be the Project Leader and responsible for overall project strategy for the City. She manages a book of business made up of complex public entity and large private sector clients.

She began working for Brown & Brown in 2009 and focused solely in the public sector employee benefits segment for most of her career. She specializes in large fully insured and self-funded accounts where she focuses on managing her clients' insurance costs over the long term. She is a very hands-on and proactive consultant and works closely with her clients to establish strategies and initiatives to enhance their benefits programs.

Danielle is a graduate of the University of Central Florida where she received a bachelor's degree in Business Administration and has earned both the Group Benefits Associate (GBA) and Group Benefits Disability Specialist (GBDS) designations.

Past projects she has overseen include:

- » Annual renewal negotiations for all clients (medical, dental, vision, life, disability, flexible spending accounts, group Medicare plans, and voluntary benefits)
- » Managing RFP process for public sector clients
- » Onsite clinic consulting to include RFP process, vendor selection, implementation and ongoing coordination between clinic vendor and health plan
- » Working closely with Insurance Committees to establish renewal calendars, and with RFP design and management, vendor selection, and negotiations
- » Presentations to and participation with union meetings and negotiations
- » Presentations to Boards, Commissions, and Councils
- » Monthly, Quarterly, and Annual claims reviews to include Executive Summaries and recommendations in order to accomplish budgetary goals
- » Coordination with actuary to assist with 112.08, RDS, GASB, and OPEB filings for self-funded public entity clients
- » Compliance oversight for all clients
- » Pharmacy disruption analysis to determine the impact of changing Pharmacy Benefit Managers (PBMs)
- » Claims re-pricing analysis to determine the potential savings between networks
- » Wellness program design, implementation, and ongoing initiatives
- » Transitioning multiple clients from fully insured to self-funded health plans
- » Disability contract analysis to identify potential areas of concern or where improvements could be made based on industry
- » Healthcare concierge vendor selection and implementation
- » Commitment to the highest level of service to both HR and leadership teams as well as their employees

Melanie Stegall, GBDS, VBS

Employee Benefits Advisor, City of Ocala's Primary Contact

Email: Melanie.Stegall@bbrown.com

Phone: (386) 239-5779

Melanie Stegall is the employee benefits advisor and consultant assigned as the day-to-day contact for the City of Ocala. She will work closely with Ms. Boyle on all projects, strategy, and deliverables for the City.

She began working at Brown & Brown in 2015 and focuses solely on the public sector employee benefits segment. She consistently focuses on long-term cost containment strategies, compliance managing her clients' insurance costs over the long term. She is a very hands-on and proactive consultant and works closely with her clients to establish strategies and initiatives to enhance their benefits programs.

Melanie is a graduate of the Kansas State University where she received a bachelor's degree in Business Administration and has earned both the Group Benefits Disability Specialist (GBDS) and Voluntary Benefits Specialist (VBS) designations.

Past projects include:

- » Annual renewal negotiations for all clients (medical, dental, vision, life, disability, flexible spending accounts, group Medicare plans, and voluntary benefits)
- » Managing RFP process for public sector clients

- » Onsite clinic consulting to include RFP process, vendor selection, implementation and ongoing coordination between clinic vendor and health plan
- » Working closely with Insurance Committees to establish renewal calendars, and with RFP design and management, vendor selection, and negotiations
- » Presentations to and participation with union meetings and negotiations
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- » Healthcare concierge vendor selection and implementation
- » Commitment to the highest level of service to both HR and leadership teams as well as their employees

Francene Marra, CEBS, GBA, GBDS, VBS***Employee Benefits Team Leader***

Email: Francene.Marra@bbrown.com

Phone: (386) 39-5769

Francene Marra will serve as the City's dedicated Employee Benefits Specialist. Her duties include being the day-to-day service contact for all service-related inquiries or issues including, but not limited to billing issues, claims resolution, eligibility, and benefit questions. Francene will correspond directly with the City's HR team, as well as employees and retirees. Additionally, Francene will assist in facilitating any open enrollment meetings, health and wellness fairs and wellness programs, at the City's direction.

Francene is also Brown & Brown, Public Sector's Employee Benefits Team Leader. She is responsible for leading the team of employee benefits account representatives to ensure that all clients have a high-quality customer service experience. She assists in analysis of carrier reports, benefit plan structures, plan design and industry trend and makes appropriate benefit plan recommendations. She acts as a liaison between clients and the insurance carriers to resolve escalated complex service issues that require policy interpretation. Francene also ensures all Quality Control requirements are met.

Francene has earned her Certified Employee Benefits Specialist (CEBS), Group Benefit Associate (GBA) and Group Benefits Disability Specialist (GBDS) and Voluntary Benefits Specialist (VBS) designations. She holds her 2-15 Life, Health and Variable Annuities License in the State of Florida.

Morgan Johnson, GBDS, VBS***Marketing Analyst***Email: Morgan.Johnson@bbrown.com

Phone: (386) 239-8866

Morgan Johnson will serve as the primary marketing analyst for the City of Ocala. She will work closely with Danielle Boyle, and Melanie Stegall to market the City's lines of coverage, as directed. She has advanced knowledge of health insurance markets, products and identifying qualified products and appropriate carrier opportunities to improve benefits programs and manage costs. She is responsible for initiating all marketing services and approaching all markets, as appropriate, on behalf of all clients and prospects. She consistently conducts a full market search for all lines of insurance currently in place for a client, as well as any new lines of coverage requested or required due to risk exposures.

Morgan will work closely with Francene, Melanie and Danielle during the City's open enrollment season, regularly attending open enrollment meetings, answering benefits related questions, and assisting employees and retirees with online enrollment.

Additionally, Morgan conducts benchmarking studies for our clients to provide a comparison of competitor programs. These studies are extremely beneficial in assisting our clients in identifying any opportunities to enhance their benefits to provide their employees the most competitive program possible

Morgan earned her Group Benefits Disability Specialist (GBDS) and Voluntary Benefits Specialist (VBS) designations. She holds her State of Florida 2-15 Life, Health and Variable Annuities license.

Brandon Savage***Director of Analytics***Email: Brandon.Savage@bbrown.com

Phone: (386) 239-7241

Brandon Savage will serve as the City's dedicated Analytical Consultant. He has over 13 years of insurance industry and has excelled in a variety of diverse roles over the course of his career, including Account Executive and Director of Account Management, predominantly for self-funded clients or fully insured clients with 300+ lives.

He is an alumnus of the State University of New York and holds a Florida Life & Health License. Brandon has been with Brown & Brown just over 5 years and leads the Analytics team. On a high level, Brandon's team is responsible for analyzing claims data, making recommendations for changes in plan design where needed, benchmarking plan designs, identifying cost drivers, as well as serving as the primary liaison with our actuaries.

Areas of Expertise Include:

- » Quarterly claims analysis
- » Monthly budget summaries
- » Plan Design & Contribution benchmarking
- » Financial projections
- » Employer & Employee contribution modeling
- » Alternate stop loss deductible recommendations
- » Coordination with actuary to assist with 112.08, RDS, GASB, and OPEB filings for self-funded public entity clients

Ashley Diaz**Population Health Consultant**Email: Ashley.Diaz@bbrown.com

Phone: (386) 868-0191

Ashley Diaz is a member of Brown & Brown's National Population Health team. She brings over 5 years of experience consulting in workforce wellness, health, and productivity in the middle-market. Ashley has worked with employers in every major industry with workforces ranging from 100 to 10,000 employees. Ashley is certified through the Wellness Council of America (WELCOA) and holds her 2-15 Life, Health, and Annuity License. She earned a B.A. in Communication and Media Studies from Stetson University.

Areas of Expertise Include:

- » Assessing current insurance programs, wellness programs, and engagement strategies
- » Analyzing claims to identify specific cost and productivity drivers
- » Determining the estimated cost of unmanaged emotional and behavioral health issues
- » Developing a 3-year custom roadmap with recommendations tailored to the City's unique needs
- » Developing an engagement strategy including communication and incentive programs for employees
- » Creating a performance dashboard and establishing annual review metrics for vendors and programs we put in place with the City

2. Indicate Agent of Record (AOR) and account-assigned staff including name, title, phone number, and location of the office.

Response:

Executive Vice President	Matt Montgomery	(386) 239-7245 Daytona Beach Office
*Project Strategy Consultant Senior Vice President	Danielle Boyle	(386) 333-6008 Daytona Beach Office
*Day-to-Day Consultant (AOR) Employee Benefits Advisor	Melanie Stegall	(386) 239-5779 Daytona Beach Office
*Day-to-Day Service Contact Employee Benefits Team Leader	Francene Marra	(386) 239-5769 Daytona Beach Office
*Director of Analytics	Brandon Savage	(386) 239-7241 Daytona Beach Office
*Marketing Analyst	Morgan Johnson	(386) 239-8866 Daytona Beach Office
Director of Operations	Robin Russell	(386) 239-4044 Daytona Beach Office
Population Health Consultant	Ashley Diaz	(386) 868-0191 Daytona Beach Office
Relationship Manager City of Ocala's Risk Management Advisor	Paul Dawson	(386) 239-4045 Daytona Beach Office

**Notates Project Management Team for the City of Ocala's program.*

3. Identify and provide in-depth information about the proposed AOR's qualifications, clients, and relevant experience from the last five years.

Response:

Brown & Brown, Public Sector

The Brown & Brown, Public Sector team is a highly specialized unit of insurance advisors 100% trained to deliver industry-leading brokerage services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services en-route to becoming the largest public entity brokerage in Florida.

We have proven over those three decades of service to local governments that we are a highly organized and accountable team of insurance professionals, laser-focused on providing both world-class brokerage services and concierge-level support to our clients.

We have built our strong reputation by empowering our governmental clients to outperform their industry peers, lower total cost of risk, and enhance risk management programs - all within annual budgetary constraints. These capabilities are only enhanced by our team's commitment to serve those who serve the public – and providing truly concierge-level service to our clients.

Danielle Boyle and Melanie Stegall have worked with large, self-funded, public sector employers for 11 years and 6 years respectively. Their experience and strategic expertise working with Florida's public sector groups has provided significant savings year over year, while continuously providing innovative solutions to improve and enhance their programs. The client examples provided in the upcoming Self-Funded Medical Plan Experience provides a more in-depth look at how our expertise has provided our clients continued savings and plan enhancements.

B. Self-funded Medical Plan Experience (20 points):

1. A minimum of five years of experience working with self-funded medical plans with at least 500 employees is preferred.

Response: Confirmed. As stated in our qualifications and experience, the assigned team has more than the preferred years of experience working with self-funded medical plans with at least 500 employees.

2. Please provide an overview of your experience, and the number of current clients you work with that are self-funded.

Response:

Brown & Brown currently works with approximately 35 self-funded groups. Below are examples of our experience providing broker/consultant services to self-funded clients with more than 500 employees. Similar to the City of Ocala, all the clients also have either an onsite or near site health care center.

City of Sarasota – Self-Funded with Health Care Center

Employee Benefits Summary – Brown & Brown was awarded this City of Sarasota's Employee Benefits consulting contract in December 2016. Included in this contract is the complete suite of employee benefits brokerage, consulting, and support services. Including complete marketing of employee benefits coverages, onsite health care center, quarterly claims reviews, open enrollment meetings, health fair coordination, benefits-at-a-glance booklets, OPEB Filing, Actuarial Services, Online Enrollment system, Telehealth Program, Employee Assistance Program, Mail Order Pharmacy Program, and compliance updates.

We have consistently worked with the City to ensure they are making the most out of their onsite health center and using the health center to drive costs down on their health plan. Each year, Brown & Brown works with the City to develop any RFPs according to when each contract is expiring.

Through Brown & Brown's strategic partnerships, contract and vendor negotiations, procurement management and carving out the Rx program, the City has realized significant savings year after year, totaling approximately \$2 million since Brown & Brown became broker of record.

City of St. Cloud – Self-Funded with Health Care Center

Employee Benefits Summary – Brown & Brown has provided the City with a full complement of employee benefits services since 2011. These services include servicing and marketing of all employee benefits lines of insurance coverage, onsite health care center, COBRA administration, quarterly/ semi-annual claims review, open enrollment meetings, health fair, benefits-at-a-glance booklets, OPEB Filing, Actuarial Services, Online Enrollment system, Telehealth Program, Employee Assistance Program, Mail Order Pharmacy Program, compliance updates and ACA Reporting.

At the inception of our agreement the City was fully insured, did not have a wellness program, and continued to struggle with double digit premium increases on their medical plan. Through a carefully constructed and innovative plan we mapped out a strategic vision to improve the cost effectiveness of the City's short and long-term healthcare benefits program. Since implementation, we have taken the City to a successful self-funded health plan. Additionally, Brown & Brown procured a health care center administrator, interviewed clinic administration vendors and assisted in the design of the health care center. We have continued to provide enhanced and innovative solutions to ensure the City is able to provide the most comprehensive and competitive Employee Benefits Program for their employees and their families. Through innovation, managing procurement processes, when necessary, and dynamic negotiations, Brown & Brown has assisted the City of St. Cloud in saving more than **\$6,000,000 in premium** when compared to the fully insured program that was in place in 2011.

Flagler County Schools – Self-Funded with Near Site Clinic

We began our working relationship with Flagler County Schools in 2010. We assisted in their transition from fully insured to self-funded and they have remained self-funded since 2013. Overall, their plan has run very well with very low trends with the ***average employee increase being just 3% and the average employer increase of 2% over a six-year time period.*** They are also currently at over 40% of the state's reserve amount per Section 112.08. They have a budget of approximately \$11,000,000 per year. We also assisted in the implementation of a near site clinic with Advent Health, which has been in place since 2013.

Over the years we have introduced many cost savings initiatives to the FCSB's insurance committee including employee education, plan design and contribution modeling, changes to the medical and Rx contract and wellness programs. We recently conducted a full RFP in tandem with the purchasing department. We analyzed over 25 proposals and presented the results to the insurance committee. We were able to leverage an administrative cost savings of over **\$150,000** with enhanced carrier services including a wellness fund of **\$150,000** for each of the three years of the contract and a premium holiday for the first three months of the plan year. We also negotiated a comprehensive wellness package paid for by the insurance carrier, in addition to the \$150,000 a year in wellness funds, including employee wellness coaching and quarterly activity challenges. We also recently negotiated free flu shots for all employees of the District not just the employees on the health plan.

Electric Research and Manufacturing Cooperative (ERMCO) – Self-Funded with Health Care Center

The Brown & Brown team began working with this client in 2020. They were fully insured, had no wellness or population health strategy, and offered grandfathered health plans that were below benchmark.

We began the relationship by collecting claims data, plan designs, and demographic information for a thorough claims analysis and plan recommendations. Danielle worked with our Director of Analytics, Brandon, and with the Actuary to provide claims projection and found that this client was over-paying in their current fully insured contract by amount **\$2.7 million**.

A comprehensive RFP was then conducted wherein our team evaluated all network discounts, Rx contracts, and provider disruption. We then negotiated best and finals and were able to obtain **\$242,000 per year in wellness funds** which will be used to implement an onsite clinic.

Since moving to a self-funded program 1/1/21, they have built a \$2,000,000 surplus and the plan is outperforming projections. They are also on-track to receive over **\$800,000 in Rx Rebates for 2021**.

We are now working with the client on a Population Health analysis using Brown & Brown's innovative data-driven approach to help employers address the physical and emotional health of their employees and their families. We will use their claim data and apply it to develop an actionable risk management strategy that addresses chronic conditions, mental health, high-cost claims, and employee engagement. We will then recommend innovative market solutions to help improve the health and well-being and their employees and their families.

C. Online Enrollment Experience (10 points):

1. Detail your online enrollment experience.

Response:

EBTech

Brown & Brown strives to stay at the forefront of available technology solutions. We have invested significant resources in our internal online enrollment experts, EB Tech, who are consistently vetting new and innovative technology solutions to assist our clients with their online enrollment needs. The Brown & Brown EB Tech team initially evaluated 60+ vendors, invited 14 vendors to participate in an RFP process, invited 8 vendors to present and selected 5 vendors to enter into national contracts with. We have since narrowed that to 4 vendors; bswift, PlanSource, Employee Navigator and Ease.

In our experience, for a group the size of the City of Ocala, bswift and PlanSource have provided the most comprehensive features and capabilities. However, if the City prefers to explore other systems outside of these, or is required to release a procurement, our team is very familiar with this process and has assisted many of our clients in doing so. We understand these platforms are not "one size fits all" and will assist the City in selecting the online enrollment system that best fits their needs.

Our team manages the implementation process and commits to participating in all implementation calls and demos to ensure all deadlines are met. We assist with set-up and testing of all file feeds to ensure the proper information is transmitted to the carriers.

2. Provide a list of at least three groups you have provided services that utilize exclusively an online enrollment system.

Response:

- City of Sarasota – PlanSource
- City of St. Cloud – bswift
- City of Casselberry – bswift
- Gilchrist County School District – bswift
- DeSoto County BOCC - PlanSource

D. Open Enrollment Experience (5 points):

1. Provide a list of agencies/companies with at least 500 employees your firm has provided services for which you managed a complete open enrollment cycle.

Response:

- City of Sarasota
- City of St. Cloud
- Embry-Riddle Aeronautical University
- Flagler County School Board
- Southwest FL Water Management District (SWFWMD)
- Stetson University
- ERMCO
- City of Daytona Beach
- St. Petersburg College

Approach and Methodology;**OPTIONAL: Value Added Programs/Services and Additional Offerings****35 points****E. Approach and Methodology (30 points):**

1. Describe your understanding of the services and approach to performing the work as indicated in the attached **Exhibit A - Scope of Work** which would best serve the City of Ocala's needs. This description should demonstrate the proposer's intended methods for implementation, maintenance, communication, and improvement of its group insurance programs. This should include the following points:

- Provide a detailed outline of the tasks required by the Scope of Work including any additional tasks the proposer may choose to identify and describe.

Response:

Our Brown & Brown team is more than capable and willing to provide the services listed in the Scope of Work. Below we have provided a short summary of our work plan specific to each section of the City's Scope of Work.

Brown & Brown focuses on listening to our client, understanding their needs and delivering customized solutions. Our approach begins with our team performing an in-depth financial and benefits analysis to optimize all aspects of their program and identify cost savings strategies to enable us to design and manage financially sustainable benefits programs, as well as, delivering best in class service. We are committed to quickly resolving claims and billing issues, assisting employees and providing timely compliance guidance.

Customer Service

Exceptional customer service is a quality that Brown & Brown prides itself upon. Our dedicated executive account team will serve as an extension of the City's Human Resources team and provide prompt resolution to any day-to-day administration, claims and/or vendor issues, questions, concerns, or requests. We commit to having a member of our team available for onsite activities, coordinate and conduct insurance meetings regularly, as requested.

The Brown & Brown executive account team manages the daily service issues that may arise and provide direct phone numbers and email addresses for employees, dependents, retirees and COBRA participants for assistance with issues and insurance related questions. ***It is our commitment to resolve all issues within a 24-hour period.*** If we cannot meet that deadline, we will contact the City's team with an update stating why we are unable to resolve the issue and include an expected time frame for resolution.

The assigned Employee Benefits Advisor will also provide direct contact information for the Human Resource/Risk Management personnel.

FSA and COBRA Administration Services (at no cost to the City)

Brown & Brown commits to providing FSA and COBRA administration, acceptable to the City and their employees. We have the ability to work with most FSA and COBRA vendors, but have also, through experience and a vetting process, established several preferred vendors. Brown & Brown is happy to continue the administration through the City's current vendor, if desired, or assisting in conducting an RFP process for those services at no cost to the City.

Preferred FSA Administrators	
EBC Flex	Clarity Benefit Solutions
Medcom	Discovery Benefits
Infinisource	Wage Works/Health Equity
TASC	ProBenefits

Preferred COBRA Vendors
Infinisource
WageWorks (Conexis)
Med Com
DemandStar
Bas Health

Actuarial Services (at no cost to the City)

Brown & Brown has the ability to provide actuarial services via our internal Brown & Brown Consulting Team, or an external actuarial firm, Jay Miniati Actuarial Services. We work closely with both teams, depending on client preference and complexity. Both provide exceptional service and analysis.

The assigned Brown & Brown management team will manage the actuarial processes and relationships. We commit to providing all requested documents, reports, budget estimates, funding projections and filings in a timely manner.

Brown & Brown's Director of Analytics, Brandon Savage, will also work very closely with the chosen actuary to ensure all information is provided in a timely manner for accurate completion and submission of the 112.08 filing.

Compliance

Brown & Brown will review the City's current program for regulatory compliance with all state and federal regulations (i.e., Section 125, HIPAA, GINA, etc.). Additionally, we will provide any federal and state compliance updates as they occur. We will complete this audit within the first quarter of the contract and annually within the first quarter. We will ensure that the City remains in full compliance with all regulations, reporting requirements and laws governing the benefits program.

Brown & Brown will review all current documentation (including, but not limited to: SPDs, ASO Agreements, Summaries, etc.) for accuracy to ensure the program is being administered as the City desires. We commit to reviewing documents on an ongoing basis for accuracy and compliance.

Brown & Brown creates a customized Benefits Guide for distribution to all employees, as an overview of benefits available, eligibility guidelines, required notices (i.e., Medicare Part D, Marketplace Notice, etc.), and who to contact in our office, as well as carrier contacts. We also create customized communications to highlight plan changes, open enrollment meetings. Upon request, our team will assist the City in creating customized employee communications. **A Sample Benefit Guide and Sample Open Enrollment Communication are available upon request.**

Additionally, our internal Regulatory & Legislative Compliance team is made up of attorneys that work with our consultants to deliver accurate, timely information.

In addition to providing written updates as regulations are released, the team provides the following services:

- » General compliance reviews of health and welfare benefit plans
- » Interpreting new laws and regulations impacting benefits
- » Web-based trainings
- » Monthly updates on various employee benefit and compliance related topics

The Brown & Brown Research & Compliance team will provide you with insight and information regarding the legislative and regulatory requirements for employee welfare benefits to help you better understand your employee benefits and make the best decisions for your employees.

Additionally, Brown & Brown has a partnership with Miller Johnson, P.A., a highly regarded ERISA/Employee Benefits Compliance firm, to be on retainer specifically to provide guidance as it is released and to answer questions that arise. When our clients have benefit related legal questions, we contact our attorneys at Miller Johnson and forward their legal opinion on the matter to the client. These responses are generally within the same day and add significant value. Should changes in regulation impact the County's employee benefits program, we will work with Miller Johnson to ensure you are educated on the matter as early as possible and a plan is established for compliance moving forward.

Reporting and Meaningful Analytics

Brown & Brown will assist the City with the ongoing management of its insurance and cost management by providing budget projections and quarterly analytics reviews. The quarterly executive summary will illustrate claims and pharmacy utilization, plan design benchmarking, medical & Rx plan design summaries, contributions, and financial summaries (spend distribution, medical spend by category, pharmacy spend by class and non-network providers to name a few). These quarterly reviews provide the data beneficial for strategy discussions that will assist us in formulating our marketing strategy to execute against our analytics and actuarial review.

Brown & Brown conducts and presents a thorough review of the current plans and makes recommendations to the HR team, insurance committee and Council Members, as often as requested. Brown & Brown also coordinates with the current medical carrier to meet with the HR team and/or attend insurance committee meetings to review: utilization, loss ratio, high-cost claims and pharmacy spend and utilization, and new programs to be considered.

We provide monthly reporting and develop and report any pertinent information to the City of Ocala Human Resources/Risk Management team, as necessary. Included in the reports are the following:

- » Medical Claims
- » Lifestyle and Chronic Conditions
- » High-Cost Claims
- » Risk Trends/Demographics
- » Pharmacy Claims
- » Benchmarking
- » Top Drug Utilization
- » Historical Data

A sample reporting packets are available by request.

Insurance Renewals

Brown & Brown will conduct a pre-renewal discussion annually to discuss the previous year's positives and negatives and make recommendations for any plan design changes we feel are beneficial for the City to consider. Having these discussions prior to drafting Requests for Proposals will assist us in ensuring we provide accurate specifications that reflect the strategies, goals, and initiatives the City desires.

Our data analytics team reviews the claims utilization data, and we perform our own underwriting analysis to compare to the carrier's renewal. Our analysis enables us to negotiate the best possible renewal rates for our clients to ensure the program is managed effectively. We pay close attention to the carrier's underwriting factors, such as stop loss charges, reserve adjustments, administrative charges, and trend levels. We can quickly identify deviations to the norm and address those to avoid our clients paying more than they should.

Our analysis of the claims data helps us to identify trends which may or may not be consistent with past experience, which has resulted in cost savings measures for our clients by identifying plan design opportunities to shift utilization and positively impact future claims liabilities. The City's dedicated claims analyst will be responsible for analyzing claims and providing reports at least quarterly. These reports vary based on the funding arrangement with the current carrier and how much data the carrier provides. These reports have allowed our clients make informed and impactful decisions on plan changes, funding arrangements, contribution strategy, etc.

- » **Benefits Plan Budget & Analysis**
- » **Financial Impact Reports**
- » **Large Claim Reports**
- » **Contribution Modeling**
- » **Network Utilization**
- » **Renewal Underwriting**
- » **Pharmacy Benefit Manager Reports**
- » **Benchmarking**

We will also work with the City to model various employer/employee contribution scenarios and provide cost projections based on several enrollment migration outcomes. These contribution models are best in class and take into account salary bands, tobacco surcharges, wellness credits, and any other component of contribution structure City's desires.

Benchmarking Report

Brown & Brown will also complete benchmarking of entities of similar size and scope within the same region as the City, as well as within the state and nationally to show comparative plan data, as desired by the City.

Request for Proposal Process

Brown & Brown will facilitate and manage a comprehensive marketing process to assist the City's in the solicitation of selected lines of coverage, if requested. We will create a timeline of the RFP process to ensure the City has ample time to review our findings and make decisions.

This process consists of the following:

- » Collection of Information
- » Discussion and Approval of RFP Specifications
- » Release of RFP to the Market
- » Review of Submitted Proposals and Preliminary Recommendations
- » Finalist Interviews (if necessary) and Recommendations

Carrier/Vendor Selection and Negotiations

Brown & Brown will present all options to the City comparing current coverages to alternate options provided via the RFP process. This process will include network disruption reports, employer and employee cost comparisons, plan design comparisons, contract comparisons, performance guarantees and any other applicable or requested details. Once decisions are made, Brown & Brown will notify all carriers of the City's selections and begin negotiations to ensure the City received the most competitive terms and conditions possible. Our premium volume with all the major carriers allows us to consistently negotiate the most competitive terms and conditions for our clients year after year.

Education

Employee education and communication are critical for employees to understand the value of the benefit program available to them, as well as how to best utilize their benefits to contain costs for their families and the City. Our team has the ability to provide educational sessions utilizing onsite presentations, PowerPoint presentations, webinars, customized educational videos, which can be posted to an intranet site, as well as customized communications addressing specific topics.

Brown & Brown commits to facilitating and attending employee and retiree meetings, as well as creating and distributing customized communications including, but not limited to an annual Employee and Retiree Benefits Booklets.

Billing and Ongoing Enrollment

Brown & Brown will take the lead in the implementation of any new carriers/vendors to ensure a smooth transition for the City and the employees. Brown & Brown will review all summaries, contracts and plan documents are accurate. Our team will ensure ID cards are provided in a timely manner and all required documentation and forms are provided/completed.

Further billing and enrollment assistance including, but not limited to:

- » Provide assistance updating plan designs, monitoring surveys and review and implementation, as requested
- » Coordination of enrollment partners/technology
- » Assist in enrollment, termination and status changes for all carriers, including COBRA
- » Ensure all benefit plans are updated and accurate within the online enrollment system
- » Review and respond to discrepancy reports from carrier partners
- » Facilitate enrollment of retirees into the online enrollment system

Open Enrollment

Brown & Brown commits to providing an exceptional online enrollment system to meet the needs of the City. Our team will monitor and manage the implementation to ensure accuracy of the setup/implementation

process. We will ensure the chosen online enrollment system provides automatic carrier feeds that can be scheduled within the online system.

Our team commits to the preparation and facilitation of open enrollment meetings/presentations for the requested sites and times. The assigned consultant will prepare and submit the presentation to the City's team in a timely manner for approval/discussion to ensure all desired information is included.

Wellness

The Brown & Brown team, in collaboration with our Regional Population Health Consultant, Ashely Diaz, will work with The City of Ocala to develop a data-driven approach to designing not just a wellness program, but a population health strategy that aligns with your organizational and workforce needs. Wellness programs are just one aspect of our holistic "population health" approach to helping our customers manage health risk, impact workforce health and well-being, and improve the employee/employer experience. Our approach addresses a range of customer issues including chronic conditions, high-cost claims, behavioral health, advocacy & navigation, incentives & communications, and a culture of health & well-being.

We start with an understanding of your business issues and human capital needs and assess the relative importance to your organization of attraction and retention of talent, benefit costs, employee morale and engagement, absence, and productivity. We then look at your claim data and analyze chronic condition cost & prevalence, high-cost claim drivers and preventive care adherence. We will assess your current programs, resources, and engagement, then identify gaps and priorities with your team and develop a strategy with specific recommendations for programs, communications, incentives and measurement.

Our Population Health consulting team has extensive experience designing and implementing compliant wellness programs, developing comprehensive communication strategies that leverage a variety of communication channels and campaigns, and designing compliant incentive strategies that align with your population health strategy goals and objectives. We also believe that all wellness activities should be considered within the context of a broader 3-year population health strategy (i.e., What's next after an employee completes their HRA and/or preventive care exam? How can we use this information to build a strategy that aligns with your workforce health objectives?).

A key differentiator at Brown & Brown is that our team of Population Health Consultants includes national clinical leader Dr. Louise Short, national behavioral health leader Dr. Joel Axler, and a team of experienced consultants trained in health and wellness practices. Many are certified in worksite wellness and have clinical backgrounds (i.e. RNs, registered dietitians, exercise physiology) as well as master's degrees in public health and business administration. Another differentiator is our Innovation Hub. Our Innovation Hub includes a searchable database of leading-edge and next-gen solutions in the areas of health & welfare benefits, chronic condition management, financial and HR.

Brown & Brown also has a proprietary analytic tool called the Total Impact Estimator that calculates client's total cost of their top chronic conditions – including medical, Rx, absence and presenteeism costs. We often use this tool to help our clients build the business case for taking action to address the mental health of their employees and their families.

The Brown & Brown team will work with our Population Health Consultant and will develop a dashboard of key metrics that helps you monitor the cost and prevalence of chronic conditions and high-cost claims, compliance with preventive care, and vendor performance.

Deliverables

Brown & Brown commits to providing the requested daily, monthly, quarterly, annual and ongoing deliverables. We confirm that we have the ability to meet all requested deadlines. We also confirm that any vendor partners utilized, including our actuarial partners, will meet reporting deadlines for the 112.08 state filing as well as any other requested deadlines for ongoing reports and estimates.

- State any services you are unable to provide or any deviations from the scope of service.

Response:

Section 3: 3.9 – In the event there is litigation as a result of service or advice provided by Brown & Brown, this would result in a claim against Brown & Brown. At that time, our internal legal department/counsel would determine the appropriate actions to take.

- Provide the proposed Flexible Spending Account administrator and qualifications of the firm.

Response:

Brown & Brown has national vendor relationships in place with multiple Flexible Spending Account administrators. Similar to many other products and services, we want to ensure that the City has the ability to choose the vendor that provides the best fit, with the best terms and conditions available. We commit to providing multiple options or, if necessary, a procurement process to choose the best administrator.

While we have the ability to work with most FSA administrators, through our experience and vetting processes, below are the preferred vendors we have done business with:

EBC Flex	Clarity Benefit Solutions
Medcom	Discovery Benefits
Infinisource	Wage Works/Health Equity
TASC	ProBenefits

- Provide the name and qualifications of the actuarial firm that will be assigned to provide services to the City.

Response:

Brown & Brown works closely with two actuaries. Which actuary we use is determined based on current workload, complexity and services required. Both actuaries listed below are extremely capable of providing all requested reports and filings the City requires accurately and in a timely manner.

Curt Evans, Actuary – Brown & Brown Consulting

Curt Evans has 31 years of experience in providing employee benefit actuarial consulting. Mr. Evans is a Fellow of the Society of Actuaries and an Enrolled Actuary under ERISA.

Mr. Evans consults on active and retiree health and welfare benefit programs for the private and public sector. The active healthcare services that he provides include plan design costing, premium equivalence and reserve determinations, and Medicare Part D creditable coverage testing. Retiree services include actuarial valuations for financial statement reporting under FASB and GASB, including cash flow, expense, and liability forecasting.

Mr. Evans also consults on retirement benefit programs for the private and public sector. He is knowledgeable on all aspects of pension administrative, funding and accounting rules. He consults with clients on plan funding and investment strategies, financial forecast projections, valuation assumptions and method setting, plan design alternatives, and legal and government reporting compliance.

Areas of Expertise Include:

- » Actuarial Value Calculations
- » Premium Equivalent Rate Determinations
- » IBNR Reserve Setting
- » Plan Design Cost Analysis
- » Self-Funding Studies
- » Nondiscrimination Testing
- » Data Auditing
- » Financial Forecasts

Jay Miniati, Actuary – Jay Miniati Actuarial Services

Jay C. Miniati is President and Chief Actuary. He is a Fellow of the Society of Actuaries (FSA) and a Member of the American Academy of Actuaries (MAAA). He has provided his expertise to employers, insurance advisers, attorneys, health care providers, insurance companies and government agencies. The audience for his strategic actuarial recommendations is typically the Board of Directors, C-suite, Insurance Committee, and Benefits and Finance leadership of corporate, public, not-for-profit, PEO and MEWA organizations.

He holds a B.A. in Mathematics from Duke University, where he also majored in Economics, and an M.B.A. from the University of Chicago, both earned with honors.

Jay provides the following as a part of his firm's actuarial services:

- » Florida Statute 112.08 filing: actuarial soundness
 - » Affordable Care Act financial analysis
 - » Minimum value certifications
 - » Claim cost projections and COBRA rate development
 - » IBNR/reserve estimates
 - » Self-funded feasibility analysis
 - » Trend analysis
 - » Large claim expectation and stop loss cost/benefit analysis
 - » Benefit design and evaluation of savings if changes are made
 - » Utilization review and analysis
 - » Enrollment migration cost savings estimates
 - » Wellness plan ROI and biometric testing claim analysis
 - » Insurance renewal strategy and negotiation
 - » Contribution strategy
- Provide the name and capabilities of the proposed online enrollment system.

Response:

As previously mentioned, Brown & Brown has the ability to assist the City in procuring an online enrollment system with all capabilities required to fits their needs. We also have an internal EBTech team comprised of technology experts that have vetted more than 60 systems and narrowed it down to 4 to enter into national contracts with. These contracts provide preferential terms and conditions for our clients. Of those 4, in our

experience with other Cities and Counties of similar size and scope, PlanSource or bswift would likely be the best fit. Our EBTech team, in collaboration with the assigned Brown & Brown team, would provide demos and discuss functionality requirements prior to any implementation.

- Does the system have automatic carrier feeds that can be scheduled within the online system?

Response:

Yes, both systems previously mentioned (PlanSource and bswift) have the capability to accommodate automatic carrier feeds.

- Can the automatic carrier feeds be fully integrated with typical enterprise resource planning (ERP) systems? If so, please list those systems in which feeds are currently working.

Response:

Yes, the automatic carrier feeds can be fully integrated with the ERP systems. PlanSource and bswift both have automatic carrier feeds that are integrated with ERP systems.

- List performance guarantees.

Response:

In the Employee Benefits brokerage industry, performance guarantees are not typically customary. However, if Brown & Brown has the honor of being awarded the City of Ocala's business, we are happy to discuss and negotiate performance guarantees that the City deems beneficial.

F. OPTIONAL: Value-Added Programs/Services (5 points):

1. Explain in detail any value-added programs and/or services you are including in your proposal in addition to the Scope of Work which will be at no additional cost to the City. *This section is optional and not required. If your firm is not offering any value-added programs and/or services, please state "N/A" or "none" in this section.*

Response:

As the largest broker in Florida, Brown & Brown has the ability to provide the City with significant resources and experts at no additional cost. Our team will leverage the full force and experience of these industry experts on behalf of the City, ensuring your benefits service team is the very best available.

Brown & Brown Legislative Compliance Team

- Scott Wold, J.D. – Vice President, Regulatory and Legislative Strategy
- Amanda Olimb, J.D. – Assistant Vice President, Regulatory and Legislative Strategy
- Dan Brady, J.D. – Regulatory and Legislative Specialist

Brown & Brown Population Health Consulting Team

- Louise Short, MD, MSc – National Clinical Leader
- Joel Axler, MD – National Behavior Health Leader
- Rich Babcock – National Consultant
- Ashley Diaz, Regional Consultant

ERISA Attorney Partner – Miller Johnson, P.A.

- Tripp VanderWal
- Mary Baumann

Brown & Brown Voluntary Benefits team

- Procures and prepares comparison of voluntary benefit coverages through established partnerships.

Brown & Brown EAP Collective

- EAP vendors vetted by Brown & Brown's Population Health team providing preferred pricing to our clients for enhanced and comprehensive EAP programs.

Brown & Brown Virtual Stop Loss Office

- Panel of 17 preferred Stop Loss carriers that have agreed to preferential terms and conditions for our self-funded clients.

Zywave/Spot On Resources Online Client Portal

- Search by topic to find related compliance bulletins, overviews and other benefit related resources.

HR Workplace Services

- Additional resource for compliance as well as HR advice and guidance.

PillarRx Program

- Value-based pharmacy solution to assist in maximizing your financial outcomes, eliminate pharmaceutical waste and abuse and increase member satisfaction.
- **Copay Assist Program** – optimizes manufacturer subsidies outside of normal rebate credits and works to minimize plan cost for specialty medications

G. OPTIONAL: Additional Offerings (0 points):

1. Clearly define any programs or services you are offering to the City at an additional cost which are in addition to the Scope of Work. Costs/fees must be clearly outlined for each program or service. *This section is optional and not required. If your firm is not offering any additional offerings, please state "N/A" or "none" in this section.*

Response:

Any services outside of the proposed Scope of Services or Value-Added programs may carry an additional cost. Brown & Brown is willing to discuss and negotiate these services and/or programs as they occur.

Price Proposal**15 points****H. Price Proposal (15 points):**

1. Provide a **FLAT FEE** annual price based on the Scope of Work.
 - The City requires flat fee pricing paid to the Agent of Record ("AOR") on a quarterly basis. In addition, **any and all commissions paid to the awarded AOR from placed lines will be returned to the City via quarterly bill credit.**
 - Every carrier proposal provided to City by AOR must have all commission fees, including contingency commission fully disclosed. No additional reimbursement for expenses incurred by the AOR will be paid by the City including travel, advertising, printing, binding, postage, delivery, clerical, and long-distance telephone charges.
 - Failure to disclose third-party compensation agreements/understandings to the City, may result in bid rejection or future contract termination.

Response:

We understand that our proposed fee is higher than what the City currently pays. However, in order to provide the requested Scope of Work, as well as the array of value-added services and expertise that this program requires, we would consider the proposed fee to be reasonable.

FLAT FEE PRICING	
ANNUAL (12-Month Pricing):	\$90,000
CONTRACT TERM TOTAL: <i>October 1, 2022 - December 31, 2025</i>	\$270,000

SAMPLE: WORKING SERVICE CALENDAR

JANUARY	FEBRUARY	MARCH	APRIL	COMPLIANCE WEBINARS Monthly 11:00am CST	
<p>2022 Plan Year Begin</p> <p>Working Service Calendar / City Comm Plan 1/1 Benefit Portal and Comm's Updates Gather SPD's & Contracts Year End Claims Data Collection & Analysis Pre & Post OE Census</p> <p>Monthly Team Call (1/28)</p> <p>Discrimination Testing (Preferred Q1)</p>	<p>2022 Kick Off Meeting</p> <p>Monthly Team Call (2/25)</p> <p>Marketplace Updates</p> <p>W2 Box 12 Reporting due 2/1/2022 Form 940/941 Due 2/1/2022</p>	<p>Request Health Plan Intelligence (HPI) Trend Report request to PlanIT</p> <p>Monthly Team Call (3/25)</p> <p>Request 5500 Collection & Preparation</p> <p>CMS Online Disclosure of Creditable Coverage (3/1) 1095 Reporting Due to Employees (3/2) 1095C Reporting Due to IRS (3/31)</p>	<p>Quarterly Stewardship Report Q1 (4/28)</p> <p>Monthly Team Call (4/29)</p> <p>Marketplace Updates</p> <p>SPD Delivery Deadline (4/1)</p>	<p>January 1.6.2022 ACA Reporting, Are You Ready?</p> <p>February 2.17.2022 Benefit Discrimination & Need to Knows</p> <p>March 3.17.2022 HSAs, From Eligibility to Distributions</p> <p>April 4.21.2022 ACA & the Look Back Measurement Period</p> <p>May 5.19.2022 FMLA and Employee Benefits</p> <p>June 6.16.2022 A Benefits Checklist for M&A</p> <p>August 8.18.2022 Where do Wellness Plans Stand?</p> <p>September 9.15.2022 HIPAA Privacy and Security Overview</p> <p>October 10.22.2022 Clearing the Air on Transparency Regulations</p> <p>November 11.17.2022 2022 Common Questions</p>	<p>January 1.6.2022 ACA Reporting, Are You Ready?</p> <p>February 2.17.2022 Benefit Discrimination & Need to Knows</p> <p>March 3.17.2022 HSAs, From Eligibility to Distributions</p> <p>April 4.21.2022 ACA & the Look Back Measurement Period</p> <p>May 5.19.2022 FMLA and Employee Benefits</p> <p>June 6.16.2022 A Benefits Checklist for M&A</p> <p>August 8.18.2022 Where do Wellness Plans Stand?</p> <p>September 9.15.2022 HIPAA Privacy and Security Overview</p> <p>October 10.22.2022 Clearing the Air on Transparency Regulations</p> <p>November 11.17.2022 2022 Common Questions</p>
MAY	JUNE	JULY	AUGUST		
<p>Data and Analytics Meeting (TBD)</p> <p>Review YTD / Q1 Financials & Trends 2021 PlanIT Data & Analytics Presentation Strategic Financial & PBM Analysis</p> <p>Monthly Team Call (6/27)</p> <p>5500 Prep Updated / Release Data Feedback and Renewal Next Steps 2023 Renewal Strategy Unification</p>	<p>Send out Renewal Request Letters</p> <p>Monthly Team Call (6/24)</p> <p>Initial Renewal Updates / Next Steps Strategy Pop Health Management Strategy / Unification Carrier Vendor/Report Card Employee Communication Strategy</p>	<p>Initial Renewal Presentation (TBD)</p> <p>Discuss Budget & Employee Contributions Discuss Plan & Vendor Changes Finalize Open Enrollment Dates OE Communication & Tech Strategies</p> <p>Monthly Team Call (7/29)</p> <p>PCORI Fee Due (7/31) 5500 Filing Due (7/31)</p>	<p>Finalize Renewal Offerings (TBD)</p> <p>Updated Renewal Results Plan Design Considerations Employee Contribution Illustrations Finalize Vendors / Plan Changes for 2023 Communication Strategy</p> <p>Monthly Team Call (8/26)</p> <p>Technology Configuration Deadline (TBD)</p>		
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER		
<p>Final Renewal Presentation to Executive Team (TBD)</p> <p>Finalize Budget & Contributions Renewal Decision Notification to Carriers Request SBC's from Carriers Applicable Carrier Transition / Implementation</p> <p>Monthly Team Call (9/30)</p> <p>SAR, Summary Annual Report Due</p>	<p>Quarterly Stewardship Report Q3 (10/27)</p> <p>Comms Campaign Setup & Launch</p> <p>Flip Book Benefit Guide OE / New Hire Video</p> <p>Tech Perform Setup & Testing</p> <p>Monthly Team Call (10/28)</p> <p>Medicare Part D Notice Due (10/15)</p>	<p>Open Enrollment Kick Off (TBD)</p> <p>Ongoing Open Enrollment Assistance</p> <p>Monthly Team Call (12/2)</p> <p>SBC Distribution: 30 days prior to OE</p> <p>© 2022 Brown & Brown, Inc. All rights reserved.</p>	<p>Finalize New Carrier/Partner Implementation</p> <p>Monthly Team Call (12/30)</p> <p>Confirm ID Card Delivery/ Account Structure Updates File Feed ready for 1/1</p> <p>2023 Strategic Initiatives?</p> <p>OE Debrief & Lessons Learned Meeting</p>	<p>*COMPLIANCE DUE DATES</p>	
				<p>DOWNLOAD SCHEDULE</p> <p>NOTE: Additional webinars may be added due to legislative changes, rulings, guidance or other developments impacting employee benefits</p>	
				<p>BROWN & BROWN 12</p>	

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