

BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

C Award C Contract C Grant

Requested Board Meeting Date: 02/15/2022

* = Mandatory, information must be provided

or Procurement Director Award:

*Contractor/Vendor Name/Grantor (DBA):

Securian Life Insurance Company (Headquarters: St Paul, MN)

*Project Title/Description:

Supplemental Benefits

*Purpose:

Award: Master Agreement No. MA-PO-22-082. This Master Agreement is for an initial term of five (5) years in the not-to-exceed amount of \$1,000,000.00 (\$200,000.00 annually) and includes five (5) one-year renewal options. Administering Department: Human Resources.

*Procurement Method:

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-PO-2200012 was conducted. Five (5) responses were received. Award is to the responsive and responsible respondent submitting the highest scoring proposal.

PRCUID:426217

Attachments: Notice of Recommendation for Award and Professional Services Contract (draft).

*Program Goals/Predicted Outcomes:

To provide affordable voluntary supplemental benefit options for our employees at a group rate.

*Public Benefit:

County able to attract qualified applicants with enhanced benefits package.

*Metrics Available to Measure Performance:

Ensure plans and administration is adequate to support Pima County employees.

*Retroactive:

No.

To: (013 213122

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| Click or tap the boxes to | | | | MUST BE COMPLETED I/A". Make sure to complete mandatory (*) fields |
|--|------------------------|-------------------|--|---|
| Contract / Award Information | | | | |
| Document Type: <u>MA</u> | Department | Code: PO | | Contract Number (i.e., 15-123): <u>22-082</u> |
| Commencement Date: 07/01/2022 | Termination | | /2027 | Prior Contract Number (Synergen/CMS): |
| Expense Amount \$ <u>1,000,000.00</u> * | | | | ue Amount: \$ |
| *Funding Source(s) required: <u>Employe</u> | e Contributions | | | |
| Funding from General Fund? C Yes | No No | If Yes \$ | | % |
| Contract is fully or partially funded with | Federal Funds? | (^ Yes | 🕶 No | |
| If Yes, is the Contract to a vendor or | subrecipient? | | | |
| Were insurance or indemnity clauses m If Yes, attach Risk's approval. | odified? | (¥ Yes | (~ No | |
| Vendor is using a Social Security Number If Yes, ottach the required form per Admin | | | 🖲 No | |
| Amendment / Revised Award Inform | ation | | | |
| Document Type: | Department C | ode: | | Contract Number (i.e., 15-123): |
| Amendment No.: | | | AMS | Version No.: |
| Commencement Date: | | | New | Termination Date: |
| | | • | Prior | Contract No. (Synergen/CMS): |
| C Expense C Revenue C Incre | ase 🦵 Decreas | ۵ | | en e |
| · | | Yes\$ | | unt This Amendment: \$ |
| is there revenue included. | | Tes > | | |
| *Funding Source(s) required: | | | | |
| Funding from General Fund? C Yes | If No | Yes \$ | | % |
| Grant/Amendment Information (for | grants acceptanc | e and award | ls) | C Award C Amendment |
| Document Type: | Department C | ode: | | Grant Number (i.e., 15-123): |
| Commencement Date: | Termi | nation Date | · | Amendment Number: |
| Match Amount: \$ | | [| Revenue | Amount: \$ |
| *All Funding Source(s) required: | | | | |
| *Match funding from General Fund? | C Yes C No | If Yes | \$ | % |
| *Match funding from other sources? *Funding Source: | CYes CNo | If Yes | \$ | % |
| *If Federal funds are received, is fund | ling coming direc | tly from the | e Federal; | government or passed through other organization(s)? |
| Contact: Procurement Officer: Kelsey E | raun-Shirley Staty and | ed by Keloey Baum | Division | Manager: Ana Wilber Call 3927 07.09 07 39 50 United |
| Department: Procurement Director: T | | ∧ № | DIVISION IN gitally signed by T ite, 2022.02.02 09 | erri Spancer |
| Department Director Signature: | \sim | K | | Date 2/2/2022 |
| Deputy County Administrator Signature: | | | | Date: |
| County Administrator Signature: | | 11- | | Date: 22202 |
| www.szt.communities.szt.e.e.m.piterrities. | | | | |

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Pima County Department of Human Resources

Project: Supplemental Benefits

Contractor: Securian Life Insurance Company 400 Robert Street North St Paul, MN 55101

Amount: \$1,000,000.00

Contract No.: MA-PO-22-082

Funding: Employee Contributions

PROFESSIONAL SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. <u>Parties</u>. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Securian Life Insurance Company ("Contractor").
- 1.2. <u>Purpose</u>. The Pima County Human Resources Department requires a supplemental benefits plan to offer a comprehensive benefits package to attract and retain qualified employees.
- 1.3. <u>Authority</u>. County selected Contractor pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals;
- 1.4. <u>Solicitation and Other Documents</u>. County previously issued Solicitation No. RFP-PO-2200012 for certain services (the "<u>Solicitation</u>"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.5. <u>Contractor's Response</u>. Contractor submitted the most advantageous response to the Solicitation.

2. Term.

- 2.1. <u>Initial Term</u>. The term of this Contract commences on July 1, 2022 and will terminate on June 30, 2027 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. <u>Extension Options</u>. County may renew this Contract for up to five (5) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
- 3. Scope of Services. Contractor will provide County with the services described in Exhibit A: Scope of Services (4 pages) upon demand.
- 4. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

Name: Paul Pardus Title: Account Executive

5. Compensation and Payment.

- 5.1. <u>Rates; Adjustment</u>. County will pay Contractor at the rates set forth in **Exhibit B: Supplemental Benefits Cost Spreadsheet** (4 pages). Those rates will remain in effect during an Extension Option period unless Contractor, at least one-year before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 5.2. <u>Not-to-Exceed (NTE) Amount</u>. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$1,000,000.00 (\$200,000.00 per year) (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. <u>Sales Taxes</u>. Not applicable to this Agreement.
- 5.4. <u>Timing of Payments</u>. County will deduct the appropriate premiums fees set forth in **Exhibit B** from the enrolled employee's paychecks on a bi-weekly basis and forward those funds to the Contractor each pay period. County funds will not be used to make up any missed deductions. To the extent possible, the County shall seek to collect the missed premiums from enrolled employees in future pay periods.
- 5.5. <u>Payment Adjustments</u>. County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
- 6. Insurance. Contractor will procure and maintain at its own expense insurance policies (the "Required Insurance") satisfying the below requirements (the "Insurance Requirements") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
 - 6.1. <u>Insurance Coverages and Limits</u>. Contractor will procure and maintain, until all of its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
 - 6.1.1. <u>Commercial General Liability (CGL)</u>. Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, personal/advertising injury and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
 - 6.1.2. <u>Business Automobile Liability</u>. Coverage for bodily injury and property damage on any owned, hired, and/or non-owned automobiles used in the performance of this Contract with Combined Single Limit (CSL) of \$1,000,000 Each Accident.
 - 6.1.3. <u>Workers' Compensation and Employers' Liability</u>. Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 each accident and each person disease.
 - 6.1.4. <u>Professional Liability (E&O Insurance)</u>. This insurance is required for when Professional Liability or any other E&O coverage is excluded from the above CGL policy. The E&O policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy

shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

- 6.1.5. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements Claims-Made Coverage" located in the next section.
- 6.1.6. <u>Network Security (Cyber)/Privacy Insurance</u>. Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate. This insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identify theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
- 6.2. <u>Additional Insurance Requirements</u>. The policies shall include, or be endorsed to include, as required by this written Agreement, the following provisions.
 - 6.2.1. <u>Claims Made Coverage</u>. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
 - 6.2.2. <u>Additional Insured Endorsement</u>. The General Liability and Business Automobile Liability Policies shall each be endorsed to include County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
 - 6.2.3. <u>Subrogation Endorsement</u>. The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - 6.2.4. <u>Primary Insurance Endorsement</u>. The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
 - 6.2.5. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
 - 6.2.6. <u>Subcontractors</u>. Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3. <u>Notice of Cancellation</u>. Each Required Insurance policy must provide and certificates specify, that County will receive not less than 30 days' advance written notice of any policy cancellation, except ten (10) days prior notice is sufficient when the cancellation is for non-payment of a premium.

6.4. Verification of Coverage.

- 6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include County's project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 6.4.2. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.
- 6.4.3. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.
- 6.5. <u>Approval and Modifications</u>. County's Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
- 7. Indemnification. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except to the extent such Claims arise from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. Laws and Regulations.

- 8.1. <u>Compliance with Laws</u>. Contractor will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. <u>Licensing</u>. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
- 8.3. <u>Choice of Law; Venue</u>. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
- 9. Independent Contractor. Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

- **10. Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- **11. Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
- **12. Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- **13. Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
- 14. Authority to Contract. Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
- **15. Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
- **16. Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. Termination by County.

- 17.1. <u>Without Cause</u>. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 17.2. <u>With Cause</u>. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
- 17.3. <u>Non-Appropriation</u>. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
- **18. Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

| County: | Contractor: |
|---|--|
| Terri Spencer, Director | Paul Pardus, Account Executive |
| Pima County Procurement | Employee Benefit Solutions |
| 150 W. Congress Street, 5 th Floor | 400 Robert Street North, Mail Stop B2-3361 |
| Tucson, AZ 85701 | St Paul, MN 55101 |
| (520) 724-3722, Terri.Spencer@pima.gov | 651-665-3361, paul.pardus@securian.com |

- **19. Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
- **20. Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
- **21. Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
- 22. Use of County Data. Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10). Notwithstanding the foregoing, Contractor and its affiliates ("Securian Enterprise") may disclose and use information and data, including County Data, obtained or created in the performance of this Contract and/or combine it with Securian Enterprise data for the following purposes: (a) acts allowed by the terms of the Securian Financial Group Consumer Privacy Notice (located at https://www.securian.com/sites/securian/privacy-notices); (b) acts that are required by law, contract, or regulation, including, but not limited to (i) providing information to reinsurers; and (ii) responding to subpoenas, or as otherwise required by any law or any applicable legal or regulatory authority; (c) acts taken for Securian Enterprise business and risk management, including, but not limited to (i) macro-pricing studies; (ii) performing actuarial research; (iii) benchmarking; and (iv) publishing analytical research; (d) acts taken for managing group insurance products issued to County or at the request of County or a data subject. To the extent possible. Securian Enterprise will use deidentified data for all of the uses identified herein.
- **23. Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

24. Public Records.

- 24.1. <u>Disclosure</u>. Pursuant to A.R.S. § 39-121 et seq., all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 24.2. <u>Records Marked Confidential; Notice and Protective Order</u>. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to County. In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way

financially responsible for any costs associated with securing such an order.

25. Legal Arizona Workers Act Compliance.

- 25.1. <u>Compliance with Immigration Laws</u>. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 25.2. <u>Books & Records</u>. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 25.3. <u>Remedies for Breach of Warranty</u>. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 25.4. <u>Subcontractors</u>. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 25 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

- **26. Grant Compliance.** Not applicable to this Agreement.
- 27. Written Orders. Not applicable to this Agreement.
- **28. Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.
- **29. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- **30. Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
- **31. Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.
- **32. Health Insurance Portability and Accountability Act.** The parties acknowledge that the County is a hybrid covered entity as described in 45 C.F.R. § 160.103 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and is required to comply with the provisions of HIPAA with respect to safeguarding the

privacy, confidentiality and security of protected health information. Under the terms of this Contract, Contractor will not create, receive, maintain, or transmit protected health information as defined in 45 C.F.R. §160.103. However, Contractor agrees to maintain the privacy, confidentiality, and security of any personal information it may obtain in the course of its performance under this Contract. Contractor further agrees not to divulge such information other than to employees or officers of Contractor as needed for the performance of its duties under this Contract, or to County, except as otherwise agreed to in Section 22 herein.

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This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Professional Services Contract and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY

CONTRACTOR

Eli Vogen

Chair, Board of Supervisors

Date

Authorized Officer Signature

Eli Vogen, Second Vice President

Printed Name and Title

01/28/2022

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Deputy County Attorney

Daniel Jurkowitz

Print DCA Name

January 11, 2022 Date

APPROVED AS TO CONTENT Department Head

Date

EXHIBIT A: SCOPE OF SERVICES (4 PAGES)

1. INTRODUCTION:

- **1.1.** Contractor will provide County with the services described below for the administration of Supplemental Benefits (the "Plan").
- **1.2.** The Plan is optional and offered to benefit eligible employees as defined by the Pima County Merit System Rules and Personnel Policies.
- **1.3.** All costs of the Plan will be borne by the employees through post-tax payroll deductions.
- **1.4.** The County makes no guarantee regarding the actual number of employees that will choose to participate.
- **1.5.** The Plan will consist of all of the following supplemental benefit plans to be provided by the Contractor:
 - **1.5.1.** Group Accident Indemnity Plan (HSA Compatible)
 - **1.5.2.** Group Hospital Confinement Indemnity Plan (HSA Compatible)
 - **1.5.3.** Group Critical Illness Protection Plan (HSA Compatible)

* County is NOT awarding Short Term Disability, Long Term Disability or Life Insurance through this contract.

- **1.6.** The current plan document can be found at:
 - https://webcms.pima.gov/cms/One.aspx?portalld=169&pageId=35240
- **1.7.** Contractor agrees to render, or cause to be rendered, services under the contract only to individuals who have been certified as eligible by County through its representative(s).
- **1.8.** County will have the sole responsibility and authority to determine eligibility for the Plan.
- **1.9.** Eligibility is defined to include; defining who is eligible, waiting periods, effective dates, etc.
- **1.10.** Such eligibility criteria will be set forth in either the approved Pima County Personnel Policies and/or the Pima County Administrative Procedures.
- **1.11.** County may at any time revise such policies and/or procedures either to conform to Federal or State laws or as it deems appropriate in order to conduct the business of County government.
- 1.12. Definitions of employee eligibility for insurance coverage, insurability of dependents, qualifying events due to family and employment status changes and insurance while on a leave of absence, can be found in Pima County Personnel Policy 8-122, Group Insurance. This policy is incorporated by reference, subject to change as amended by the Pima County Board of Supervisors or by applicable state law and is posted on the Pima County Human Resources webpage at: https://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Human%20Resources/MSRPP/8-122%2010062020.pdf

2. PLAN ADMINISTRATION:

- **2.1.** Contractor will establish quality assurance standards and control processes and procedures for the assurance of compliance with standards.
- **2.2.** Contractor must treat all information gathered, created, generated or acquired in performance under this contract as confidential.
- **2.3.** Contractor will notify County immediately if there are any breaches of confidential information.
- **2.4.** Any breach of information is subject to cancellation of the contract and Contractor shall be held liable for damages.
- **2.5.** Contractor's plan must conform to all Federal and State laws.
- **2.6.** Contractor must use County's Employee Identification Numbers for all tracking of members.
- **2.7.** Contactor must maintain records, or cause to be maintained records of the care and services provided to each patient, consistent with professional requirements and State law.
- **2.8.** Contractor will allow County or its designated third party agent to audit performance under the contract. Any travel, room and board costs of the auditors would be at the County's expense.
- **2.9.** The County may review Contractor's SSAE 16 (SAS70) report in lieu of performing on-site audits. The SSAE 16 is an in-depth audit of processes and practices by an external auditing firm.
- **2.10.** Annual enrollment for benefits is held at least once a year and is scheduled by Human Resources.
- **2.11.** Annual enrollment is a specified period during which an eligible employee may enroll in, make changes to dependents, or cancel benefits.
- **2.12.** County reserves the right to declare no less than one annual enrollment period per contract term to take place prior to the contract's annual renewal date.
- 2.13. Contractor shall provide notices before annual enrollment to employees detailing current coverage in

effect, available coverage and the option to cancel coverage anytime.

- 2.14. Contractor must notify claimants of rejected services and provide the reason for rejection.
- **2.15.** Contractor must provide financially based performance guarantees subject to agreed upon criteria, to assure a high level of service.

3. CUSTOMER SERVICE AND COMMUNICATIONS:

- **3.1.** Contractor must provide well-trained, skilled service representatives and convenient online services for Plan members.
- **3.2.** Contractor must have qualified and experienced representatives attend and/or present Plan information at annual enrollment Seminars and Health Fairs.
- **3.3.** There may be 10-15 fairs a year from May through June held in different locations around Pima County.
- **3.4.** In addition, Contractor shall provide a video, hold webinars, conference calls and/or virtual meetings, as needed, to explain Plan benefits to employees.
- **3.5.** Contractor will draft, produce and mail, reasonably subject to County review and approval, all communication and marketing materials including but not limited to; brochures, Plan summaries, administrative forms, applications, enrollment forms, change portability forms and any other forms required for proper administration of the Plan.
- **3.6.** County will bear no financial responsibility for the cost of printing or mailing of documents.
- **3.7.** Such documents shall be produced in sufficient quantities to meet the needs of existing and future employees.
- **3.8.** Applicable documents must be available electronically for posting on the County's intranet and internet websites.
- **3.9.** New member packets will be mailed by the Contractor to the plan members' addresses within 14 calendar days following receipt of the enrollment and change forms.
- **3.10.** Contractor must assign a dedicated Senior Account Manager who has the authority to respond to County's needs and questions in a timely manner.
- **3.11.** The Senior Account Manager must be able to make decisions or report to a person who can make decisions concerning process changes as required in servicing County's account.
- **3.12.** The Senior Account Manager is expected to maintain an up-to-date understanding and knowledge of the County's account and the Contractor's account management.
- **3.13.** The Senior Account Manager must be capable of answering questions regarding eligibility, enrollment, services and/or administration.
- **3.14.** Contractor must make provisions for Senior Account Manager to attend any special meetings scheduled by County.
- **3.15.** Contractor must provide customer service by trained staff through a toll-free phone number available (at a minimum) from 8:00 A.M. to 5:00 P.M. Mountain Standard Time (Arizona), Monday through Friday.
- **3.16.** The customer service staff must be trained in the specific technical issues of the County's account and be able to handle questions about the Plan.
- **3.17.** Contractor must have staff capacity adequate to respond to employees in a timely manner.
- **3.18.** Contractor must randomly review phone calls to ensure excellent service, including complete and accurate Plan information is provided.
- **3.19.** This customer service will be available, at the Contractor's expense, during the annual enrollment period preceding the effective date of the contract.
- **3.20.** Contractor must be capable of recording, investigating and resolving administrative problems, service related problems or other complaints reported by Plan members and/or representatives.
- **3.21.** Contractor must have a website where Plan members may retrieve fast and secure access to specific Plan information including the how to file a claim and benefits summary.
- **3.22.** Contractor and County shall agree on a process for how Contractor will notify County of any appeal and/or claims made by an employee/individual directed to the Arizona Department of Insurance.
- **3.23.** Such notice must be provided within 14 calendar days following the date of Contractor's response and must include the specific nature of the problem and resolution made to the Arizona Department of Insurance.

4. REPORTS AND BILLINGS:

- **4.1.** The County currently uses Automatic Data Processing, Inc. (ADP) HR Outsourced Benefits Administration (OBA) for an employee benefits administration system, this vendor and system are subject to change throughout the life of this contract.
- **4.2.** Enrollment in Plan by employees will take place using the benefits administration system.
- **4.3.** In most cases, there are no additional charges for the benefits administration system to complete programming to Contractor specifications, however if extensive programming is required, Contractor will assume all associated costs.
- 4.4. Contractor will provide the County with statistical reports which detail Plan activity.
- **4.5.** These reports will include number of members on Plan, costs, etc.
- **4.6.** Utilization reports will show quarter-to-date and plan-to-date usage for employees.
- **4.7.** Comprehensive reporting packages that track the performance of the Plan must be available at any time upon request and at no additional cost. This includes but is not limited to; utilization summaries, claims, average enrollment/membership counts, satisfaction results, member website usage, industry benchmarking and custom development of client-specified reporting formats.
- **4.8.** Contractor will reconcile as the County self-bills based on administrative benefits system enrollment.
- **4.9.** County will send to Contractor ONLY those dollars deducted from an employee's paycheck bi-weekly.
- **4.10.** In the event that a deduction is NOT taken, the County will NOT make up the difference. This could occur if an employee is on a leave of absence without pay, or otherwise receives a check which is not sufficient to meet the obligation.
- **4.11.** Along with the transfer of dollars from County to Contractor (done every pay period), the County will submit data showing total dollar amount applicable to each enrollee.

5. TRANSITION:

- **5.1.** Contractor will educate County staff on Plan benefits and administrative procedures prior to annual enrollment, including preceding the effective date of the contract.
- **5.2.** Contractor will coordinate with administrative benefits system to establish eligibility file transmission connectivity and complete testing to ensure that all enrollments are activated in Contractor's system by early June to be effective July 1st.
- **5.3.** Actively at work provisions shall be waived for transition of coverage, during the initial annual enrollment period.
- 5.4. An employee shall be actively at work on the date Contractor's Plan is to go into effect.
- **5.5.** Contractor shall waive the actively at work provision for any employee who was insured with the employer's prior group plan on the day before the Plan becomes effective.
- **5.6.** At the termination of this contract, should a different Contractor be selected to provide these services, a coordination team will be formed.
- **5.7.** The team will plan and manage those actions required to achieve a smooth, efficient and orderly transition and provision of services from the current to the subsequent service provider.
- **5.8.** This team will consist of competent representatives, as determined by County, from the Contractor and the subsequent service provider.
- **5.9.** Contractor will participate and cooperate with the County and subsequent service provider to transition these services as required to avoid and minimize the frequency and duration of any preventable service interruptions and costs.

6. COUNTY DUTIES:

- 6.1. County will approve all products offered and reserves the right to restrict product offerings.
- **6.2.** County will provide Contractor with a list of enrolled individuals via the County's online benefits administration system.
- **6.3.** County will promote the Plan to all eligible employees during new employee orientation briefings and during annual enrollment.
- 6.4. County will maintain demographic enrollment/changes in its online benefits administration system.
- **6.5.** County will assist Contractor with problems relative to eligibility for the Plan. County will be the final determinant for all eligibility issues.
- **6.6.** County will be responsible for making any necessary payroll deductions for payment of premiums owed to Contractor.
- 6.7. Remittance of premiums will be on a self-billed basis.
- 6.8. County will forward the premium payment for active employees to Contractor bi-weekly via EFT.
- 6.9. County maintains the right to accept, reject or cancel the contract at any time, if there is a significant

change, in the County's opinion, in the Contractor's operation of the Plan, including but not limited to, satisfaction with customer and client service quality of the Plan.

END OF EXHIBIT A.

| | | | | | S | EXHI UPPLEMENTAL BENEFITS CO | | S) | | | | | | | |
|----------|---|-----|--------------|-------------|--------------|---------------------------------|--------------|-------------|--------------|-------------|-----------------------------------|--------------|--|--|--|
| Proposer | | | | | | | | | | | | | | | |
| | tor must offer and complete pricing by tier for all four plans on attached tabs. The cost of each covers a firm, fixed, fully-loaded monthly premium including all costs (i.e. setup fees, integration costs, materials, printing, subcontractor costs, broker fees, overhead, reports, profit margin and other direct and indirect A response is required in each yellow highlighted cell. If the estimated enrollment is 0 the provided monthly premium will apply should an employee within the specified demographic enroll in the plan. | | | | | | | | | | | | | | |
| Tier | Description Estimated Enrollment Monthly Premium Year 1 2022/2023 Year 1 Extended Cost Monthly Premium Year 2 2023/2024 Year 2 Extended Cost Monthly Premium Year 3 2024/2025 Year 3 Extended Cost Monthly Premium Year 4 2025/2026 Year 4 Extended Cost Monthly Premium Year 5 2026/2027 Year 5 Extended Cost Monthly Premium Year 5 2026/2027 Year 6 Extended Cost Monthly Premium Year 7 Extended Cost Monthly Premium Year 7 Extended Cost Monthly Premium Year 8 Extended Cost Monthly Premium Year 9 2026/2027 Year 9 Extended Cost Monthly Premium Year 9 2026/2027 Monthly Premium Year 9 2026/2027 Monthly Premium Year | | | | | | | | | | | | | | |
| 1 | Employee Only | 175 | \$5.62 | \$11,802.00 | \$5.62 | \$11,802.00 | \$5.62 | \$11,802.00 | \$5.62 | \$11,802.00 | \$5.62 | \$11,802.00 | | | |
| 2 | Employee + Spouse | 70 | \$9.44 | \$7,929.60 | \$9.44 | \$7,929.60 | \$9.44 | \$7,929.60 | \$9.44 | \$7,929.60 | \$9.44 | \$7,929.60 | | | |
| 3 | Employee + Child(ren) | 90 | \$11.75 | \$12,690.00 | \$11.75 | \$12,690.00 | \$11.75 | \$12,690.00 | \$11.75 | \$12,690.00 | \$11.75 | \$12,690.00 | | | |
| 4 | Employee + Family | 140 | \$16.85 | \$28,308.00 | \$16.85 | \$28,308.00 | \$16.85 | \$28,308.00 | \$16.85 | \$28,308.00 | \$16.85 | \$28,308.00 | | | |
| | | | Year 1 Total | \$60,729.60 | Year 2 Total | \$60,729.60 | Year 3 Total | \$60,729.60 | Year 4 Total | \$60,729.60 | Year 5 Total | \$60,729.60 | | | |
| | | | | | | | | | | | Years 1-5 Total Price Proposed | \$303,648.00 | | | |

| | | | | | S | EXHI UPPLEMENTAL BENEFITS CO | BIT B OST SPREADSHEET (4 PAGE | S) | | | | | | | | |
|------------|--|---|--------------|-------------|--------------|---------------------------------|----------------------------------|-------------|--------------|-------------|-----------------------------------|--------------|--|--|--|--|
| Proposer : | | | | | | | | | | | | | | | | |
| | tor must offer and complete pricing by tier for all four plans on attached tabs. The cost of each covers a firm, fixed, fully-loaded monthly premium including all costs (i.e. setup fees, integration costs, materials, printing, subcontractor costs, broker fees, overhead, reports, profit margin and other direct and indirect response is required in each yellow highlighted cell. If the estimated enrollment is 0 the provided monthly premium will apply should an employee within the specified demographic enroll in the plan. | | | | | | | | | | | | | | | |
| Tier | Description | Estimated Monthly Premium Year 1 2022/2023 Year 1 Extended Cost Monthly Premium Year 2 2023/2024 Year 2 Extended Cost Monthly Premium Year 3 2024/2025 Year 3 Extended Cost Year 4 Extended Cost Year 4 Extended Cost Year 5 Extended Cost Year | | | | | | | | | | | | | | |
| 1 | Employee Only | 65 | \$18.34 | \$14,305.20 | \$18.34 | \$14,305.20 | \$18.34 | \$14,305.20 | \$18.34 | \$14,305.20 | \$18.34 | \$14,305.20 | | | | |
| 2 | Employee + Spouse | 30 | \$37.47 | \$13,489.20 | \$37.47 | \$13,489.20 | \$37.47 | \$13,489.20 | \$37.47 | \$13,489.20 | \$37.47 | \$13,489.20 | | | | |
| 3 | Employee + Child(ren) | 40 | \$25.33 | \$12,158.40 | \$25.33 | \$12,158.40 | \$25.33 | \$12,158.40 | \$25.33 | \$12,158.40 | \$25.33 | \$12,158.40 | | | | |
| 4 | Employee + Family | 65 | \$44.45 | \$34,671.00 | \$44.45 | \$34,671.00 | \$44.45 | \$34,671.00 | \$44.45 | \$34,671.00 | \$44.45 | \$34,671.00 | | | | |
| | | | Year 1 Total | \$74,623.80 | Year 2 Total | \$74,623.80 | Year 3 Total | \$74,623.80 | Year 4 Total | \$74,623.80 | Year 5 Total | \$74,623.80 | | | | |
| | | | | | | | | | | | Years 1-5 Total Price Proposed | \$373,119.00 | | | | |

| | | | | | | | | | | | SUPP | LEMENTAL BEN | EXHIBIT B EFITS COST SPI | READSHEET (4 | PAGES) | | | | | | | | | | | | |
|--|---|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-----------------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|
| Proposer: Contractor must offer and o monthly premium will apply | omplete pricing | by tier for all f | | | | n covers a firm, | fixed, fully-load | ed monthly pr | emium includinį | g all costs (i.e. s | etup fees, inte | | CRITCAL CARE naterials, printi | | ctor costs, brok | er fees, overhe | ad, reports, pi | ofit margin and | other direct an | d indirect cost | s). A response i | s required in ea | ich yellow high | lighted cell. If th | ne estimated er | rollment is 0 ti | he provided |
| | Non-Smoker Fainated Monthy Fatended Fatended <th< th=""><th></th></th<> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Image: Normal state Image: Normal state | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Non-Smoker | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | | Monthly Premium | Extended Monthly Cost | | Monthly Premium | | | Monthly Premium | Extended Monthly Cost | | Monthly Premium | Extended Monthly Cost | | Monthly Premium | Extended Monthly Cost | | Monthly Premium | Extended Monthly Cost | | Monthly Premium | Extended Monthly Cost | | | Extended Monthly Cost |
| Employee Only | 0 | \$2.19 | \$0.00 | 3 | \$2.40 | \$7.20 | 1 | \$2.92 | \$2.92 | 0 | \$4.04 | \$0.00 | 5 | \$5.65 | \$28.25 | 1 | \$7.88 | \$7.88 | 11 | \$11.55 | \$127.05 | 6 | \$15.76 | \$94.56 | 9 | \$27.97 | \$251.73 |
| Employee + Spouse | 0 | \$3.77 | \$0.00 | 0 | \$4.13 | \$0.00 | 0 | \$4.94 | \$0.00 | 0 | \$6.61 | \$0.00 | 1 | \$9.02 | \$9.02 | 1 | \$12.55 | \$12.55 | 2 | \$18.08 | \$36.16 | 5 | \$24.59 | \$122.95 | 1 | \$43.23 | \$43.23 |
| Employee + Child(ren) | 0 | \$3.90 | \$0.00 | 2 | \$4.11 | \$8.22 | 1 | \$4.63 | \$4.63 | 2 | \$5.75 | \$11.50 | 5 | \$7.36 | \$36.80 | 7 | \$9.59 | \$67.13 | 5 | \$13.25 | \$66.25 | 2 | \$17.47 | \$34.94 | 1 | \$29.68 | \$29.68 |
| Employee + Family | 1 | \$5.67 | \$5.67 | 0 | \$6.03 | \$0.00 | 3 | \$6.85 | \$20.55 | 5 | \$8.51 | \$42.55 | 8 | \$10.93 | \$87.44 | 7 | \$14.45 | \$101.15 | 4 | \$19.98 | \$79.92 | 1 | \$26.50 | \$26.50 | 1 | \$45.13 | \$45.13 |
| | 1 | | | | | | | | | | | | | | | | | | | | | | | | T | | |
| | | 18-24 | 1 | | 25-29 | 1 | | 30-34 | | | 35-39 | T | | 40-44 | Т | | 45-49 | | | 50-54 | T | | 55-59 | T | | 60-70 | |
| Smoker | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost |
| Employee Only | 1 | \$2.22 | \$2.22 | 0 | \$2.67 | \$0.00 | 0 | \$3.66 | \$0.00 | 0 | \$5.87 | \$0.00 | 0 | \$9.47 | \$0.00 | 0 | \$14.38 | \$0.00 | 0 | \$21.98 | \$0.00 | 0 | \$30.92 | \$0.00 | 0 | \$57.04 | \$0.00 |
| Employee + Spouse | 0 | \$3.83 | \$0.00 | 0 | \$4.56 | \$0.00 | 0 | \$6.10 | \$0.00 | 1 | \$9.43 | \$9.43 | 0 | \$14.81 | \$0.00 | 0 | \$22.55 | \$0.00 | 2 | \$34.06 | \$68.12 | 2 | \$47.93 | \$95.86 | 1 | \$87.49 | \$87.49 |
| Employee + Child(ren) | 0 | \$3.93 | \$0.00 | 0 | \$4.38 | \$0.00 | 0 | \$5.38 | \$0.00 | 1 | \$7.61 | \$7.61 | 0 | \$11.23 | \$0.00 | 0 | \$16.18 | \$0.00 | 0 | \$23.82 | \$0.00 | 0 | \$32.82 | \$0.00 | 0 | \$59.15 | \$0.00 |
| Employee + Family | 0 | \$5.74 | \$0.00 | 0 | \$6.46 | \$0.00 | 0 | \$8.00 | \$0.00 | 0 | \$11.34 | \$0.00 | 1 | \$16.72 | \$16.72 | 1 | \$24.46 | \$24.46 | 0 | \$35.96 | \$0.00 | 0 | \$49.84 | \$0.00 | 0 | \$89.40 | \$0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | Year 1 Total | \$20,6 | i81.64 |

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| | | 18-24 | | | 25-29 | | | 30-34 | | | 35-39 | | | 40-44 | | | 45-49 | | | 50-54 | | | 55-59 | | | 60-70 | |
| Non-Smoker | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost |
| Employee Only | 0 | \$2.19 | \$0.00 | 3 | \$2.40 | \$7.20 | 1 | \$2.92 | \$2.92 | 0 | \$4.04 | \$0.00 | 5 | \$5.65 | \$28.25 | 1 | \$7.88 | \$7.88 | 11 | \$11.55 | \$127.05 | 6 | \$15.76 | \$94.56 | 9 | \$27.97 | \$251.73 |
| Employee + Spouse | 0 | \$3.77 | \$0.00 | 0 | \$4.13 | \$0.00 | 0 | \$4.94 | \$0.00 | 0 | \$6.61 | \$0.00 | 1 | \$9.02 | \$9.02 | 1 | \$12.55 | \$12.55 | 2 | \$18.08 | \$36.16 | 5 | \$24.59 | \$122.95 | 1 | \$43.23 | \$43.23 |
| Employee + Child(ren) | 0 | \$3.90 | \$0.00 | 2 | \$4.11 | \$8.22 | 1 | \$4.63 | \$4.63 | 2 | \$5.75 | \$11.50 | 5 | \$7.36 | \$36.80 | 7 | \$9.59 | \$67.13 | 5 | \$13.25 | \$66.25 | 2 | \$17.47 | \$34.94 | 1 | \$29.68 | \$29.68 |
| Employee + Family | 1 | \$5.67 | \$5.67 | 0 | \$6.03 | \$0.00 | 3 | \$6.85 | \$20.55 | 5 | \$8.51 | \$42.55 | 8 | \$10.93 | \$87.44 | 7 | \$14.45 | \$101.15 | 4 | \$19.98 | \$79.92 | 1 | \$26.50 | \$26.50 | 1 | \$45.13 | \$45.13 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 18-24 | | | 25-29 | | | 30-34 | | | 35-39 | | | 40-44 | | | 45-49 | | | 50-54 | | | 55-59 | | | 60-70 | |
| Smoker | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost |
| Employee Only | 1 | \$2.22 | \$2.22 | 0 | \$2.67 | \$0.00 | 0 | \$3.66 | \$0.00 | 0 | \$5.87 | \$0.00 | 0 | \$9.47 | \$0.00 | 0 | \$14.38 | \$0.00 | 0 | \$21.98 | \$0.00 | 0 | \$30.92 | \$0.00 | 0 | \$57.04 | \$0.00 |
| Employee + Spouse | 0 | \$3.83 | \$0.00 | 0 | \$4.56 | \$0.00 | 0 | \$6.10 | \$0.00 | 1 | \$9.43 | \$9.43 | 0 | \$14.81 | \$0.00 | 0 | \$22.55 | \$0.00 | 2 | \$34.06 | \$68.12 | 2 | \$47.93 | \$95.86 | 1 | \$87.49 | \$87.49 |
| Employee + Child(ren) | 0 | \$3.93 | \$0.00 | 0 | \$4.38 | \$0.00 | 0 | \$5.38 | \$0.00 | 1 | \$7.61 | \$7.61 | 0 | \$11.23 | \$0.00 | 0 | \$16.18 | \$0.00 | 0 | \$23.82 | \$0.00 | 0 | \$32.82 | \$0.00 | 0 | \$59.15 | \$0.00 |
| Employee + Family | 0 | \$5.74 | \$0.00 | 0 | \$6.46 | \$0.00 | 0 | \$8.00 | \$0.00 | 0 | \$11.34 | \$0.00 | 1 | \$16.72 | \$16.72 | 1 | \$24.46 | \$24.46 | 0 | \$35.96 | \$0.00 | 0 | \$49.84 | \$0.00 | 0 | \$89.40 | \$0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | Year 2 Total | \$20,6 | ,681.64 |

| | | | | | | | | | | | | | Ionthly Premiu ear 3 2024/202 | | | | | | | | | | | | | | |
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| | | 18-24 | | | 25-29 | | | 30-34 | | | 35-39 | | | 40-44 | | | 45-49 | | | 50-54 | | | 55-59 | | | 60-70 | · |
| Non-Smoker | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost |
| Employee Only | 0 | \$2.19 | \$0.00 | 3 | \$2.40 | \$7.20 | 1 | \$2.92 | \$2.92 | 0 | \$4.04 | \$0.00 | 5 | \$5.65 | \$28.25 | 1 | \$7.88 | \$7.88 | 11 | \$11.55 | \$127.05 | 6 | \$15.76 | \$94.56 | 9 | \$27.97 | \$251.73 |
| Employee + Spouse | 0 | \$3.77 | \$0.00 | 0 | \$4.13 | \$0.00 | 0 | \$4.94 | \$0.00 | 0 | \$6.61 | \$0.00 | 1 | \$9.02 | \$9.02 | 1 | \$12.55 | \$12.55 | 2 | \$18.08 | \$36.16 | 5 | \$24.59 | \$122.95 | 1 | \$43.23 | \$43.23 |
| Employee + Child(ren) | 0 | \$3.90 | \$0.00 | 2 | \$4.11 | \$8.22 | 1 | \$4.63 | \$4.63 | 2 | \$5.75 | \$11.50 | 5 | \$7.36 | \$36.80 | 7 | \$9.59 | \$67.13 | 5 | \$13.25 | \$66.25 | 2 | \$17.47 | \$34.94 | 1 | \$29.68 | \$29.68 |
| Employee + Family | 1 | \$5.67 | \$5.67 | 0 | \$6.03 | \$0.00 | 3 | \$6.85 | \$20.55 | 5 | \$8.51 | \$42.55 | 8 | \$10.93 | \$87.44 | 7 | \$14.45 | \$101.15 | 4 | \$19.98 | \$79.92 | 1 | \$26.50 | \$26.50 | 1 | \$45.13 | \$45.13 |
| 1 | | 18-24 | | | 25-29 | | | 30-34 | | | 35-39 | | | 40-44 | | | 45-49 | | | 50-54 | | | 55-59 | | r | 60-70 | |
| Smoker | Estimated | Monthly | Extended | Estimated | Monthly | Extended | Estimated | Monthly | Extended | Estimated | Monthly | Extended | Estimated | Monthly | Extended | Estimated | Monthly | Extended | Estimated | Monthly | Extended | Estimated | Monthly | Extended | Estimated | Monthly | Extended |
| Smoker | Enrollment | Premium | Monthly Cost | | Premium | Monthly Cost | Enrollment | Premium | | | Premium | Monthly Cost | Enrollment | Premium | | | Premium | Monthly Cost | | Premium | Monthly Cost | Enrollment | Premium | Monthly Cost | Enrollment | Premium | Monthly Cost |
| | | | | | Premium | Monthly Cost \$0.00 | Enrollment 0 | | | | | | | | | | | | | Premium | | Enrollment 0 | | | Enrollment 0 | Premium \$57.04 | S0.00 |
| Employee Only | | Premium | Monthly Cost | | | | | Premium | Monthly Cost | | Premium | Monthly Cost | | Premium | Monthly Cost | | Premium | Monthly Cost | | | Monthly Cost | Enrollment 0 2 | Premium | Monthly Cost | Enrollment 0 1 | | |
| Employee Only Employee + Spouse Employee + Child(ren) | | Premium \$2.22 | Street St | | \$2.67 | \$0.00 | | Premium \$3.66 | Monthly Cost \$0.00 | | Premium \$5.87 | SO.00 | | Premium \$9.47 | Monthly Cost \$0.00 | | Premium \$14.38 | Monthly Cost \$0.00 | | \$21.98 | Monthly Cost \$0.00 | Enrollment 0 2 0 | Premium \$30.92 | Monthly Cost \$0.00 | Enrollment 0 1 0 | \$57.04 | \$0.00 |
| Employee Only Employee + Spouse | | Premium \$2.22 \$3.83 | \$2.22 \$0.00 | | \$2.67 \$4.56 | \$0.00 \$0.00 | | Premium \$3.66 \$6.10 | Monthly Cost \$0.00 \$0.00 | | Premium \$5.87 \$9.43 | \$0.00 \$9.43 | | Premium \$9.47 \$14.81 | S0.00 | | Premium \$14.38 \$22.55 | Monthly Cost \$0.00 \$0.00 | | \$21.98 \$34.06 | \$0.00 \$68.12 | Enrollment 0 2 0 0 | Premium \$30.92 \$47.93 | \$0.00 \$95.86 | Enrollment 0 1 0 0 0 0 0 0 | \$57.04 \$87.49 | \$0.00 \$87.49 |

| | | 18-24 | | | 25-29 | | | 30-34 | | | 35-39 | | | 40-44 | | | 45-49 | | | 50-54 | | | 55-59 | | | 60-70 | |
|--|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|-------------------------|
| Non-Smoker | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cos |
| Employee Only | 0 | \$2.19 | \$0.00 | 3 | \$2.40 | \$7.20 | 1 | \$2.92 | \$2.92 | 0 | \$4.04 | \$0.00 | 5 | \$5.65 | \$28.25 | 1 | \$7.88 | \$7.88 | 11 | \$11.55 | \$127.05 | 6 | \$15.76 | \$94.56 | 9 | \$27.97 | \$251.73 |
| Employee + Spouse | 0 | \$3.77 | \$0.00 | 0 | \$4.13 | \$0.00 | 0 | \$4.94 | \$0.00 | 0 | \$6.61 | \$0.00 | 1 | \$9.02 | \$9.02 | 1 | \$12.55 | \$12.55 | 2 | \$18.08 | \$36.16 | 5 | \$24.59 | \$122.95 | 1 | \$43.23 | \$43.23 |
| Employee + Child(ren) | 0 | \$3.90 | \$0.00 | 2 | \$4.11 | \$8.22 | 1 | \$4.63 | \$4.63 | 2 | \$5.75 | \$11.50 | 5 | \$7.36 | \$36.80 | 7 | \$9.59 | \$67.13 | 5 | \$13.25 | \$66.25 | 2 | \$17.47 | \$34.94 | 1 | \$29.68 | \$29.68 |
| Employee + Family | 1 | \$5.67 | \$5.67 | 0 | \$6.03 | \$0.00 | 3 | \$6.85 | \$20.55 | 5 | \$8.51 | \$42.55 | 8 | \$10.93 | \$87.44 | 7 | \$14.45 | \$101.15 | 4 | \$19.98 | \$79.92 | 1 | \$26.50 | \$26.50 | 1 | \$45.13 | \$45.13 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | 18-24 | | | 25-29 | | | 30-34 | | | 35-39 | | | 40-44 | | | 45-49 | | | 50-54 | | | 55-59 | | | 60-70 | |
| Smoker | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cos |
| Employee Only | 1 | \$2.22 | \$2.22 | 0 | \$2.67 | \$0.00 | 0 | \$3.66 | \$0.00 | 0 | \$5.87 | \$0.00 | 0 | \$9.47 | \$0.00 | 0 | \$14.38 | \$0.00 | 0 | \$21.98 | \$0.00 | 0 | \$30.92 | \$0.00 | 0 | \$57.04 | \$0.00 |
| Employee + Spouse | 0 | \$3.83 | \$0.00 | 0 | \$4.56 | \$0.00 | 0 | \$6.10 | \$0.00 | 1 | \$9.43 | \$9.43 | 0 | \$14.81 | \$0.00 | 0 | \$22.55 | \$0.00 | 2 | \$34.06 | \$68.12 | 2 | \$47.93 | \$95.86 | 1 | \$87.49 | \$87.49 |
| | 0 | \$3.93 | \$0.00 | 0 | \$4.38 | \$0.00 | 0 | \$5.38 | \$0.00 | 1 | \$7.61 | \$7.61 | 0 | \$11.23 | \$0.00 | 0 | \$16.18 | \$0.00 | 0 | \$23.82 | \$0.00 | 0 | \$32.82 | \$0.00 | 0 | \$59.15 | \$0.00 |
| Employee + Child(ren) | | | | | | | | | | | | | | | | | | | | | | | | | | | 40.00 |
| Employee + Child(ren) Employee + Family | 0 | \$5.74 | \$0.00 | 0 | \$6.46 | \$0.00 | 0 | \$8.00 | \$0.00 | 0 | \$11.34 | \$0.00 | 1 | \$16.72 | \$16.72 | 1 | \$24.46 | \$24.46 | 0 | \$35.96 | \$0.00 | 0 | \$49.84 | \$0.00 | 0 | \$89.40 | \$0.00 |

Monthly Promiums

Monthly Premiums

| | | | | | | | | | | | | Y | ear 5 2026/202 | | | | | | | | | | | | | | |
|-----------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|-------------------------|--------------------|--------------------------|
| | | 18-24 | | | 25-29 | | | 30-34 | | | 35-39 | | | 40-44 | | | 45-49 | | | 50-54 | | | 55-59 | | | 60-70 | |
| Non-Smoker | Estimated Enroliment | Monthly Premium | Extended Monthly Cost | Estimated Enrollment | Monthly Premium | Extended Monthly Cost | Estimated Enroliment | Monthly Premium | Extended Monthly Cos |
| Employee Only | 0 | \$2.19 | \$0.00 | 3 | \$2.40 | \$7.20 | 1 | \$2.92 | \$2.92 | 0 | \$4.04 | \$0.00 | 5 | \$5.65 | \$28.25 | 1 | \$7.88 | \$7.88 | 11 | \$11.55 | \$127.05 | 6 | \$15.76 | \$94.56 | 9 | \$27.97 | \$251.73 |
| Employee + Spouse | 0 | \$3.77 | \$0.00 | 0 | \$4.13 | \$0.00 | 0 | \$4.94 | \$0.00 | 0 | \$6.61 | \$0.00 | 1 | \$9.02 | \$9.02 | 1 | \$12.55 | \$12.55 | 2 | \$18.08 | \$36.16 | 5 | \$24.59 | \$122.95 | 1 | \$43.23 | \$43.23 |
| Employee + Child(ren) | 0 | \$3.90 | \$0.00 | 2 | \$4.11 | \$8.22 | 1 | \$4.63 | \$4.63 | 2 | \$5.75 | \$11.50 | 5 | \$7.36 | \$36.80 | 7 | \$9.59 | \$67.13 | 5 | \$13.25 | \$66.25 | 2 | \$17.47 | \$34.94 | 1 | \$29.68 | \$29.68 |
| Employee + Family | 1 | \$5.67 | \$5.67 | 0 | \$6.03 | \$0.00 | 3 | \$6.85 | \$20.55 | 5 | \$8.51 | \$42.55 | 8 | \$10.93 | \$87.44 | 7 | \$14.45 | \$101.15 | 4 | \$19.98 | \$79.92 | 1 | \$26.50 | \$26.50 | 1 | \$45.13 | \$45.13 |
| | | | | • | | | | | | | | | | | | | | | | | | | | | | | - |
| | | 18-24 | | | 25-29 | | | 30-34 | | | 35-39 | | | 40-44 | | | 45-49 | | | 50-54 | | | 55-59 | | | 60-70 | |
| Smoker | Estimated Enrollment | Monthly Premium | Extended Monthly Cost |
| Employee Only | 1 | \$2.22 | \$2.22 | 0 | \$2.67 | \$0.00 | 0 | \$3.66 | \$0.00 | 0 | \$5.87 | \$0.00 | 0 | \$9.47 | \$0.00 | 0 | \$14.38 | \$0.00 | 0 | \$21.98 | \$0.00 | 0 | \$30.92 | \$0.00 | 0 | \$57.04 | \$0.00 |
| Employee + Spouse | 0 | \$3.83 | \$0.00 | 0 | \$4.56 | \$0.00 | 0 | \$6.10 | \$0.00 | 1 | \$9.43 | \$9.43 | 0 | \$14.81 | \$0.00 | 0 | \$22.55 | \$0.00 | 2 | \$34.06 | \$68.12 | 2 | \$47.93 | \$95.86 | 1 | \$87.49 | \$87.49 |
| Employee + Child(ren) | 0 | \$3.93 | \$0.00 | 0 | \$4.38 | \$0.00 | 0 | \$5.38 | \$0.00 | 1 | \$7.61 | \$7.61 | 0 | \$11.23 | \$0.00 | 0 | \$16.18 | \$0.00 | 0 | \$23.82 | \$0.00 | 0 | \$32.82 | \$0.00 | 0 | \$59.15 | \$0.00 |
| Employee + Family | 0 | \$5.74 | \$0.00 | 0 | \$6.46 | \$0.00 | 0 | \$8.00 | \$0.00 | 0 | \$11.34 | \$0.00 | 1 | \$16.72 | \$16.72 | 1 | \$24.46 | \$24.46 | 0 | \$35.96 | \$0.00 | 0 | \$49.84 | \$0.00 | 0 | \$89.40 | \$0.00 |
| | | | | | | | | | | | | | | | | | | | | | | | | | Year 5 | \$20, | ,681.64 |

 Total
 \$20,681.64

 Years 1-5
 Total

 Price
 \$103,408.20

 Proposed
 \$103,408.20