

## Request for Legislative Action

Res. #20914  
Sponsor: Crystal Williams  
Date: April 4, 2022

### Completed by County Counselor's Office

Action Requested:	<b>Resolution</b>	Res.Ord No.:	<b>20914</b>
Sponsor(s):	<b>Crystal Williams</b>	Legislature Meeting Date:	<b>04/04/2022</b>

### Introduction

**Action Items:** ['Award']

**Project/Title:**

Awarding a twelve-month term and supply contact with one twelve-month option to extend, for the furnishing of an Employee Benefits Consultant on the County's health, life, dental, vision, and welfare benefits to use County-wide, to Segal of Chicago, Illinois, under the term and conditions of Request for Proposal No. 42-21.

### Request Summary

The Human Resources Department requires a contract for an Employee Benefits Consultant for the County's health, life, dental, vision, and welfare benefits that will allow for the department to accomplish better benefit communications to associates, auditing of health care and prescription drug cost, assist us with emerging trends and compliance issues, and modernize technological processes in our day-to-day practices for the benefit of our associates. The Purchasing Department issued Request for Proposal 42-21 in response to those requirements. Sixty-seven (67) bid notifications were issued, and five (5) bids were received. The committee consisted of associates from Parks + Rec, Human Resources, County Administration and the County Auditor's office. The analysis of the scoring and pricing of respondents is outlined in Exhibit A.

All bids were requested to submit a monthly retainer fee basis or a consultant fee structure. Based on our current contract with Blue Cross Blue Shield, for the rest of 2022, the new Employee Benefits Consultant will be paid by BCBS. In 2023, Segal's fee will be budgeted.

Pursuant to Section 1054.6 of the Jackson County Code, the Human Resources Department recommends the award of the contract for the furnishing of Employee Benefits Consultant to Segal of Chicago, Illinois as the lowest and best proposal received.

### Contact Information

<b>Department:</b>	Human Resources	<b>Submitted Date:</b>	3/30/2022
<b>Name:</b>	Michelle Chrisman	<b>Email:</b>	mchrisman@jacksongov.org
<b>Title:</b>	Director Of Human Resources	<b>Phone:</b>	816-881-1202

### Budget Information

Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0

## Request for Legislative Action

Total amount authorized after this legislative action:	\$		
Is it transferring fund?	No		
<b>Single Source Funding:</b>			
Fund:	Department:	Line Item Account:	Amount:

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:
20017	October 12, 2018
18175	May 20, 2013

<b>Purchasing</b>	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	yes
Chapter 10 Justification:	Competitively bid RFP
Core 4 Tax Clearance Completed:	n/a
Certificate of Foreign Corporation Received:	n/a
Have all required attachments been included in this RLA?	yes

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
Not Applicable	
<b>Minority, Women and Veteran Owned Business Program</b>	
Not Applicable	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	







<b>Fiscal Information</b>
<ul style="list-style-type: none"> <li>Term &amp; Supply, no fiscal note required.</li> </ul>

## Request for Legislative Action

### History

Michelle Chrisman at 3/30/2022 8:38:18 PM - [Submitted | Reentered submission of #439 on behalf of HR due to a technical issue and queuing back to previous status.Original comments:Michelle K. Chrisman at 3/21/2022 11:22:13 AM - [Submitted | ]Department Director: Gina M. Campbell at 3/21/2022 1:34:55 PM - [ Approved | Finance (Purchasing): Barbara J. Casamento at 3/21/2022 2:13:22 PM - [ Returned for more information | Suggestions: total the scores for all 5 panelist and divide by 5 to give a cumulative score for each vendor; I believe you should also include pricing information on each vendor ]Submitter: Michelle K. Chrisman at 3/22/2022 1:24:28 PM - [ Submitted | Provides scores and submitted pricing for all vendors. Department Director: Gina M. Campbell at 3/22/2022 2:56:24 PM - [ Approved | Finance (Purchasing): Barbara J. Casamento at 3/25/2022 10:30:38 AM - [ Returned for more information | Looking at the pricing for all 5 vendors - this is what I see: Low bid is Murphy @ \$5833 per month; 2nd low bid is Twin Lakes @\$7000 per month; 3rd low bid is Segal @\$7500 per month; 4th low bid is CBIZ @ \$15000 per month and the highest bid is Gary @ \$22000 per month. On pricing (with the highest points allowed was 40) you ranked Murphy with 25 Points; Twin Lakes with 30 Points; Segal with 38 Points; CBIZ with 17 Points and Gary with 5 Points. The points for CBIZ and Gary appear to be in line with them being the highest prices. However, the pricing points for Murphy and Segal need explanation. ]]

### Documents > 439

 Name 	Title 
 Exhibit A_RFP 42-21.pdf	
 42-21 Supporting Documents.pdf	42-21 Supporting Documents.pdf
 RFP 42-21 - Pricing.pdf	RFP 42-21 - Pricing.pdf

**Approvals via email 3/31/22.** Edited by Lisa Honn, IT.

Submitter: Michelle Chrisman (resubmitted 3/30/22)

Director review: Gina Campbell for Michelle Chrisman (resubmitted 3/30/22)

Purchasing – Purchasing has reviewed this document and approves. Craig A. Reich, Senior Buyer.

Compliance – Segal is in compliance. MWVBE goals not assigned—Insufficient in terms of MBE or WBE firm available. Prevailing wage is not applicable. Jaime Guillen, Chief Compliance Review Officer

Budget – Budgeting Approved – Term & Supply, no fiscal note required. Mary Rasmussen, Budgeting Supervisor

Executive - I approve eRLA 439. Thanks everyone for accommodating the approval adjustments for this eRLA. Sylvya J. Stevenson, MPA, Chief Administrative Officer

Legal -



## **JACKSON COUNTY** **Human Resources Department**

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Jackson County Courthouse  
415 East 12th Street, First Floor  
Kansas City, Missouri 64106  
jacksongov.org

(816) 881-3135  
Fax: (816) 881-3474

To: Katelyn Edgar, Buyer  
From: Michelle Chrisman, Director of HR  
Subj: Employee Benefit Consultant Recommendation – RFP 42-21  
Date: February 18, 2022

On November 16, 2021, sixty-seven (67) vendors were issued bids for an Employee Benefit Consultant, who would solicit proposals for health, dental, vision, life and welfare benefits and provide consultation services and guidance to Jackson County Human Resources and Administration. All bids were requested to submit a monthly retainer fee basis or a consultant fee structure.

On December 30, 2021, we received five bids from the following agencies, CBIZ, Twin Lakes, Holmes Murphy, Garry and Associates and Segal. The committee evaluated proposals on the following criteria, responsiveness to proposal, respondents' proposal and experience, respondent's references, and pricing. The committee viewed presentations that covered their RFP bid process, communication strategies, strategic planning & emerging trends and technology and completed reference checks on all five respondents.

The committee then reviewed the bid criteria and pricing and is recommending Segal as the lowest and best bid. Segal has experience in the bid process for services and knowledge on compliance issues. Segal will assist Human Resources to develop a benefits strategic plan, develop benefit plans communications, and assist with open enrollment for all associates.

Funds for this contract will be appropriated from the General Fund.

Cc: Sylvya Stevenson



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# FEES & COMPENSATION

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## OUR PARTNERSHIP GUARANTEE

Working with CBIZ, you can depend on a partnership of communication, support and trust – a relationship with no surprises. Our pricing reflects what’s explicitly spelled out in your request, and you’ll find the entire scope of services covered in our compensation structure. By working with CBIZ, you benefit from preferred-level pricing and service models from national and regional insurance carriers and other vendors, along with administration and servicing efficiencies.

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## PRICING PROPOSAL

CBIZ would propose a retainer based fee of \$15,000 per month/\$180,000 annually to fully support the scope of services requested by Jackson County.

CBIZ is willing to discuss optional pricing structures and will work with the County to determine the optimal structure.



## JACKSON COUNTY, MISSOURI, BROKER PROPOSAL PRICING

We believe we can best serve as an extension of Jackson County's HR/Benefits team by removing any financial barriers from accessing our account service team. Holmes Murphy can provide employee benefit consulting services for Jackson County on a pre-agreed, fee basis, based on a full scope of benefit consulting services outlined in this proposal.

We are comfortable with any compensation methodology other than billable hours. Our practice is built around improving the results for our clients no matter what or how long it takes. We believe that billable hours can discourage clients from accessing our consulting services.

The three basic methods for paying your consultant/broker include:

- A fee arrangement such as a flat amount or a PEPM amount.
- Commission built into products.
- A combination—most commonly structured with a PEPM fee for medical and commission built into ancillary products.

The two most common approaches to paying an advisor are either as a direct monthly fee or through commissions paid to us through your service providers/insurer.

Holmes Murphy does maintain a direct "Blue Chip" broker status with BlueKC. We view this designation to be of importance both from relationship and financial standpoints. As a direct "blue chip" broker we have unique insights into the direction of the BlueKC, input relative to process improvements and enhanced access to their management team. From a financial standpoint, we receive additional bonus compensation. These bonuses do not directly affect the premium rates paid by our clients and ultimately allow Holmes Murphy to provide our service at a lower effective cost versus non-"blue chip" competition. The overall result is that our BlueKC clients benefit financially by leveraging Holmes Murphy's relationship with BlueKC.

Holmes Murphy is proposing a base fee of \$5,833 per month (\$69,996 Annually). This is the minimum level of commission needed to trigger the Blue Chip bonus outlined above (BlueKC determines this amount on an annual basis). The bonus is equal to \$10.50 per employee per month, \$161,280 annually – total compensation to Holmes Murphy of \$231,276. Under this scenario, the County would access our services at a significantly reduced cost. We would also redirect \$5.00 per enrolled employee per month towards other County initiatives such as benefits administration, education, or ACA reporting.

If the County would ever move away from BlueKC, Holmes Murphy would propose a annual fee of \$150,000.

Employee Benefit Consulting	FEE
BlueKC	Minimum Commission (est. \$69,996 Annually) + Blue Chip Bonus
Other Medical Carrier	Annual Fee of \$150,000

In the spirit of operating as an extension of Jackson County’s HR and Benefits department, we cannot envision fees that might fall outside of the scope of services proposed, except for the following:

- Clinical data warehouse and analytics file feeds charges. (These nominal charges are often one-time or as a pass-through charge associated when changing Jackson County’s medical/pharmacy carriers.) These incidental charges enable a carrier’s EDI file feed to interface with your longitudinal data warehouse and analytics platform.
- Custom Employee Communication Videos
- ACAP HealthWorks & AVANT Specialty Products – these programs are billed directly from the providers
- Online Enrollment Systems Fees (if any)
- Non-Discrimination Testing
- Vendor File Fees
- Use of Benefit Technology Resources (BTR)
- ethOs Employee Engagement Services

You have our commitment that in the event there are services needed that fall outside of our agreement, Holmes Murphy will never invoice you without first obtaining consent based upon an agreed upon fee. In this way, we avoid having any surprises that are not pre-approved.



# | Segal Pricing – RFP No. 42-21

## Scope of Services

Category	Description	Included
Competitive Bids	<ul style="list-style-type: none"> <li>• Draft RFP and questionnaire</li> <li>• Respond to vendor questions</li> <li>• Evaluate Responses</li> <li>• Conduct Best-And-Final Offers</li> <li>• Conduct Finalist Presentations</li> <li>• Prepare Reports</li> <li>• Negotiate Contract</li> <li>• Present Results</li> </ul>	Yes
Vendor Management	<ul style="list-style-type: none"> <li>• Negotiate Renewals</li> <li>• Review Contracts</li> <li>• Assist in Resolution of Claim Escalations (i.e., Claim Mediation)</li> </ul>	Yes
Strategy	<ul style="list-style-type: none"> <li>• Build Benefits Strategic Plan</li> <li>• Provide Updates on Market Trends</li> <li>• Recommend Changes in Benefit Design, Delivery Systems, Funding, etc. to Ensure Competitiveness of Plans</li> <li>• Conduct Benchmarking</li> <li>• Review Contribution Schedules</li> <li>• Conduct Employee Surveys</li> </ul>	Yes
Open Enrollment	<ul style="list-style-type: none"> <li>• Develop Calendar</li> <li>• Prepare Communications (presentation, forms, notices, SBCs, guide)</li> <li>• Conduct Employee Meetings</li> </ul>	Yes
Compliance	<ul style="list-style-type: none"> <li>• Provide Updates on New Legislation/Regulations Affecting Benefit Plans</li> <li>• Provide consultation on all Current Legislation (e.g., COBRA, HIPAA, CAA, ACA)</li> <li>• Review Plan Documents and Notices</li> <li>• Respond to Questions</li> <li>• Prepare 5500 Filing, if applicable</li> </ul>	Yes
Actuarial	<ul style="list-style-type: none"> <li>• Provide Quarterly Financial Reporting</li> <li>• Provide Analysis of Claims Data</li> </ul>	Yes
Daily Service	<ul style="list-style-type: none"> <li>• Develop Project Management Log</li> <li>• Schedule Regular Status Calls</li> <li>• Respond to Emails/Calls</li> </ul>	Yes



Category	Description	Included
Communications	<ul style="list-style-type: none"> <li>• Review Employee Communications (e.g., SPDs, COCs, SBCs, etc.)</li> <li>• Assist the County in developing and implementing a benefit plan communications infrastructure</li> </ul>	Yes
Wellness	<ul style="list-style-type: none"> <li>• Maintain/Secure Wellness Program and Vendors</li> <li>• Attend Monthly Meetings</li> </ul>	Yes
SHAPE Data Warehouse*	<ul style="list-style-type: none"> <li>• Receive Monthly Data from Carriers</li> <li>• Develop Annual Reporting</li> <li>• Provide Ad-Hoc Reporting as Necessary</li> </ul>	Yes

\*We are including our SHAPE Data Warehouse at no additional charge, as we place high value on the County as a client and welcome a successful and longstanding relationship. Further information on SHAPE can be found on page 23 of our proposal.

Our proposed fee schedule is below.

Retainer Fee for Benefits Consulting Services	
	Yearly Retainer Fee
Year One	\$90,000
Year Two	\$90,000

**Jackson County, Missouri**  
**Request for Proposal Employee Benefits Broker/Consultant**

**Proposal No. 42-21**

**5.6.6**

**PRICING**  
**(ORIGINAL)**

5.6.6 Garry and Associates Insurance Agency, Inc. will continue to work as your Broker/Consultant through a commission structure built into the plans and fully disclosed on an annual basis, commissions would continue to be structured as a percentage of premiums and paid totally by the carrier (currently Blue Cross). Blue Cross contracts with Garry & Associates, as well as a limited number of other local agencies, to perform additional administrative services on their behalf in exchange for an administrative services fee. By performing these services for them it helps to reduce their internal operating costs. This cost is considered as a part of their overhead and is not an additional charge to your group.

5.6.6.1 Garry and Associates Insurance Agency, Inc. would prefer to be paid on a commission basis but would be agreeable to work out a monthly retainer or consultant fee structure in lieu of a broker fee.

## **Jackson County, Missouri**

### **Request for Proposal Employee Benefits Broker/Consultant**

#### **Proposal No. 42-21**

#### **5.6.6**

#### **PRICING**

##### 5.6.6 Pricing

Garry and Associates Insurance Agency, Inc. will continue to work as your Broker/Consultant under a commission structure built into the plan and fully disclosed on an annual basis.

Commissions would continue to be structured as a percentage of premiums and paid totally by the carrier (currently Blue Cross). Blue Cross contracts with Garry & Associates, as well as a limited number of other local agencies, to perform additional administrative services on their behalf in exchange for an administrative services fee. By performing these services for them it helps to reduce their internal operating costs. This cost is considered as a part of their overhead and is not an additional charge to your group.

5.6.6.1 Please include your pricing structure on a monthly retainer basis or a consultant fee structure in lieu of a broker fee.

The annual cost on a retainer basis or a consultant fee structure would be \$264,000 payable monthly at 22,000 per month.

## 5.6.6

## Pricing

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**“ALL OR NOTHING”:** This proposal is being submitted to the County on an “ALL OR NOTHING” basis.

As the County’s Group Health benefits are already in the place for the current annual term, we are proposing an Agent/Broker of Record change to remove the County’s currently contracted Employee Benefits Consultant and assign Twin Lakes Insurance Agency in partnership with the McDaniel Hazley Group as the County’s new Employee Benefits Consultant on all current health, dental, life, and welfare benefits. As such, all pricing with the County’s current insurance providers will remain the same. Upon selection and subsequent transfer of current benefit plans, we will provide the consulting services requested and responded to in this proposal.

Twin Lakes Insurance Agency & McDaniel Hazley Group would be assuming control over the County’s current health, dental, life, and welfare benefits plans by Agent/Broker of Record if selected as the Successful Respondant to the RFP, we would also assume the current compensation agreement the County has with the incumbent consultant/Agent/Broker of Record, while offering the services of our Benefits Administration/Human Resources/Employee On-Boarding Portal.

## EXTERNAL RFP 42-21 - Additional Information Requested

Kim Jacobs <KimJ@twinlakesins.com>

Tue 2/15/2022 2:58 PM

To: Michelle K. Chrisman <MChrisman@jacksongov.org>

Cc: Mike Smith <michaels@twinlakesins.com>

Just wanted to clarify something, if there is a current broker commission agreement in place with the carrier, we would honor that agreement and there wouldn't be a monthly charge of \$7,000 on a consultant fee basis.

Let me know if you have any questions.

## Kim Jacobs

Employee Benefits Account Executive  
Employee Benefits Team Leader

Direct (816)251-3312

[kimj@twinlakesins.com](mailto:kimj@twinlakesins.com)

---

**From:** Michelle K. Chrisman <MChrisman@jacksongov.org>  
**Sent:** Tuesday, February 15, 2022 1:59 PM  
**To:** Kim Jacobs <KimJ@twinlakesins.com>  
**Cc:** Mike Smith <michaels@twinlakesins.com>  
**Subject:** Re: EXTERNAL RFP 42-21 - Additional Information Requested

Thank you for the response!

Michelle Chrisman

Director of Human Resources

[mchrisman@jacksongov.org](mailto:mchrisman@jacksongov.org)

816-881-1204

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**From:** Kim Jacobs <[KimJ@twinlakesins.com](mailto:KimJ@twinlakesins.com)>  
**Sent:** Tuesday, February 15, 2022 1:27 PM  
**To:** Michelle K. Chrisman <[MChrisman@jacksongov.org](mailto:MChrisman@jacksongov.org)>  
**Cc:** Mike Smith <[michaels@twinlakesins.com](mailto:michaels@twinlakesins.com)>  
**Subject:** EXTERNAL RFP 42-21 - Additional Information Requested

WARNING: This email originated outside of Jackson County.  
DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Michelle,

As the County's Group Health benefits are already in the place for the current annual term, we are proposing an Agent/Broker of Record change to remove the County's currently contracted Employee Benefits Consultant and assign Twin Lakes Insurance Agency in partnership with the McDaniel Hazley Group as the County's new Employee Benefits Consultant on all current health, dental, life, and welfare benefits. As such, all pricing with the County's current insurance providers will remain the same. Upon selection and subsequent transfer of current benefit plans, we will provide the consulting services on a monthly basis of \$7,000. Twin Lakes Insurance Agency & McDaniel Hazley Group would be assuming control over the County's current health, dental, life, and welfare benefits plans by Agent/Broker of Record if selected as the Successful Respondent to the RFP, we would also assume the current compensation agreement the County has with the incumbent consultant/Agent/Broker of Record, while offering the services of our Benefits Administration/Human Resources/Employee On-Boarding Portal.

Let us know if you have any questions.

## Kim Jacobs

Employee Benefits Account Executive  
Employee Benefits Team Leader

Direct (816)251-3312

[kimj@twinlakesins.com](mailto:kimj@twinlakesins.com)

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**From:** Michelle K. Chrisman <[MChrisman@jacksongov.org](mailto:MChrisman@jacksongov.org)>

**Sent:** Thursday, February 10, 2022 10:37 AM

**To:** Mike Smith <[michaels@twinlakesins.com](mailto:michaels@twinlakesins.com)>; Kim Jacobs <[KimJ@twinlakesins.com](mailto:KimJ@twinlakesins.com)>

**Subject:** RFP 42-21 - Additional Information Requested

Our committee is in the process of evaluating the responses we received for RFP 42-21 for Employee Benefits Consultant. The committee would like you to provide a response regarding pricing as outlined in the format shown in section 5.6.6.1. Please provide response via email to me by Friday, February 11, 2022 by 4pm.

5.6.6.1 Please include your pricing structure on a monthly retainer basis or a consultant fee structure in lieu of a broker fee.

Regards,

Michelle Chrisman

Director of Human Resources

[mchrisman@jacksongov.org](mailto:mchrisman@jacksongov.org)

816-881-1204

**To:** Mike Smith <michaels@twinlakesins.com>; Kim Jacobs <KimJ@twinlakesins.com>

**Subject:** RFP 42-21 - Additional Information Requested

Our committee is in the process of evaluating the responses we received for RFP 42-21 for Employee Benefits Consultant. The committee would like you to provide a response regarding pricing as outlined in the format shown in section 5.6.6.1. Please provide response via email to me by Friday, February 11, 2022 by 4pm.

5.6.6.1 Please include your pricing structure on a monthly retainer basis or a consultant fee structure in lieu of a broker fee.

Regards,

Michelle Chrisman  
Director of Human Resources  
[mchrisman@jacksongov.org](mailto:mchrisman@jacksongov.org)  
816-881-1204



RFP Number: 42-21  
 RFP Name: Employee Benefits Consulting Services  
 Dept. Name: Human Resources

**Respondents**

	Maximum Points	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5
<b>Evaluation Criteria: CBIZ Benefits</b>						
Responsiveness to the Request for Proposal	5	5	5	5	5	5
Respondent's Proposal and Experience	30	30	30	30	28	30
Respondent's References	25	25	23	25	25	25
Respondent's Pricing	40	17	17	17	17	17
Total	100	77	75	77	75	77

**Respondents**

	Maximum Points	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5
<b>Evaluation Criteria: Twin Lakes</b>						
Responsiveness to the Request for Proposal	5	5	5	5	5	5
Respondent's Proposal and Experience	30	11	11	15	16	15
Respondent's References	25	25	20	25	25	25
Respondent's Pricing	40	30	30	30	30	30
Total	100	71	66	75	76	75

**Respondents**

	Maximum Points	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5
<b>Evaluation Criteria: Holmes Murphy &amp; Assoc.</b>						
Responsiveness to the Request for Proposal	5	5	5	5	5	5
Respondent's Proposal and Experience	30	20	14	17	22	20
Respondent's References	25	25	20	25	25	25
Respondent's Pricing	40	25	25	25	25	25
Total	100	75	64	72	77	75

**Respondents**

	Maximum Points	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5
<b>Evaluation Criteria: Garry &amp; Associates</b>						
Responsiveness to the Request for Proposal	5	5	5	5	5	5
Respondent's Proposal and Experience	30	10	9	11	16	10
Respondent's References	25	25	20	25	25	25
Respondent's Pricing	40	5	5	5	5	5
Total	100	45	39	46	51	45

**Respondents**

	Maximum Points	Panelist 1	Panelist 2	Panelist 3	Panelist 4	Panelist 5
<b>Evaluation Criteria: Segal</b>						
Responsiveness to the Request for Proposal	5	5	5	5	5	5
Respondent's Proposal and Experience	30	28	25	30	29	30
Respondent's References	25	25	23	25	25	25
Respondent's Pricing	40	38	38	38	38	38
Total	100	96	91	98	97	98



# Segal Pricing – RFP No. 42-21

## Scope of Services

Category	Description	Included
Competitive Bids	<ul style="list-style-type: none"> <li>• Draft RFP and questionnaire</li> <li>• Respond to vendor questions</li> <li>• Evaluate Responses</li> <li>• Conduct Best-And-Final Offers</li> <li>• Conduct Finalist Presentations</li> <li>• Prepare Reports</li> <li>• Negotiate Contract</li> <li>• Present Results</li> </ul>	Yes
Vendor Management	<ul style="list-style-type: none"> <li>• Negotiate Renewals</li> <li>• Review Contracts</li> <li>• Assist in Resolution of Claim Escalations (i.e., Claim Mediation)</li> </ul>	Yes
Strategy	<ul style="list-style-type: none"> <li>• Build Benefits Strategic Plan</li> <li>• Provide Updates on Market Trends</li> <li>• Recommend Changes in Benefit Design, Delivery Systems, Funding, etc. to Ensure Competitiveness of Plans</li> <li>• Conduct Benchmarking</li> <li>• Review Contribution Schedules</li> <li>• Conduct Employee Surveys</li> </ul>	Yes
Open Enrollment	<ul style="list-style-type: none"> <li>• Develop Calendar</li> <li>• Prepare Communications (presentation, forms, notices, SBCs, guide)</li> <li>• Conduct Employee Meetings</li> </ul>	Yes
Compliance	<ul style="list-style-type: none"> <li>• Provide Updates on New Legislation/Regulations Affecting Benefit Plans</li> <li>• Provide consultation on all Current Legislation (e.g., COBRA, HIPAA, CAA, ACA)</li> <li>• Review Plan Documents and Notices</li> <li>• Respond to Questions</li> <li>• Prepare 5500 Filing, if applicable</li> </ul>	Yes
Actuarial	<ul style="list-style-type: none"> <li>• Provide Quarterly Financial Reporting</li> <li>• Provide Analysis of Claims Data</li> </ul>	Yes
Daily Service	<ul style="list-style-type: none"> <li>• Develop Project Management Log</li> <li>• Schedule Regular Status Calls</li> <li>• Respond to Emails/Calls</li> </ul>	Yes

Category	Description	Included
Communications	<ul style="list-style-type: none"> <li>Review Employee Communications (e.g., SPDs, COCs, SBCs, etc.)</li> <li>Assist the County in developing and implementing a benefit plan communications infrastructure</li> </ul>	Yes
Wellness	<ul style="list-style-type: none"> <li>Maintain/Secure Wellness Program and Vendors</li> <li>Attend Monthly Meetings</li> </ul>	Yes
SHAPE Data Warehouse*	<ul style="list-style-type: none"> <li>Receive Monthly Data from Carriers</li> <li>Develop Annual Reporting</li> <li>Provide Ad-Hoc Reporting as Necessary</li> </ul>	Yes

\*We are including our SHAPE Data Warehouse at no additional charge, as we place high value on the County as a client and welcome a successful and longstanding relationship. Further information on SHAPE can be found on page 23 of our proposal.

Our proposed fee schedule is below.

Retainer Fee for Benefits Consulting Services	
	Yearly Retainer Fee
Year One	\$90,000
Year Two	\$90,000

## Master Consulting Agreement

**THIS IS A SAMPLE MCA FOR INFORMATIONAL PURPOSES ONLY. ALL MCAS MUST BE GENERATED AND SHARED WITH CLIENTS USING IRONCLAD. ANY CHANGES MADE TO THIS SAMPLE WILL APPEAR IN TRACKED CHANGES FORM.**

**[Note: the purpose of the MCA is to be the legal terms of the overall relationship with the Client and to cover both retainer (e.g. annual actuarial/consulting) and non-retainer services (special projects/practices). Services, Fees and Service-specific terms are described in the SOWs. Except where highlighted in yellow, do not modify or delete the provisions of the MCA without obtaining legal and/or senior management approval.]**

**THIS MASTER CONSULTING AGREEMENT** (the “MCA” and together with any Statement(s) of Work (“SOW”) issued hereunder, the “Agreement”) between **The Segal Group, Inc.**, a Delaware corporation, with its principal place of business at 333 West 34<sup>th</sup> Street, New York, NY 10001-2402, on behalf of itself and its operating subsidiaries and its affiliates<sup>1</sup>, (collectively, “Segal”), and **[Client Legal Name]**, a(n) **[State]** **[Entity Type]** with its principal place of business at **[Address]** (“Client”) is made effective as of **[Insert start date]** (the “Effective Date”). Segal and Client will also be referred to herein individually as a “Party” and jointly as the “Parties”.

### 1. Services.

- (a) Services.** Segal will provide certain employee benefits consulting and related services to Client (“Services”) as set forth in one or more SOWs, a form of which is attached hereto, signed by both Parties. The execution of an SOW by any of Segal’s affiliates, specifically referencing this Agreement, is an agreement by and between the applicable Segal entity and Client. Each SOW is subject to and incorporates the terms and conditions of the MCA by reference. For the avoidance of doubt, this Agreement does not cover (i) investment consulting and advisory services provided by Segal Advisors, Inc. (d/b/a/ Segal Marco Advisors) or (ii) specialized insurance brokerage and related services provided by Segal Select Insurance Services, Inc.
- (b) Standard of Care.** All Services rendered under this Agreement will be performed by competent personnel with at least the same degree of care and skill exercised by reputable providers of similar services and in accordance with all applicable laws, regulations and professional standards. Segal’s Services do not include rendering legal, tax or accounting advice or the acceptance of fiduciary responsibility under the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder (“ERISA”) or

<sup>1</sup> This agreement governs services provided by the following legal entities: The Segal Company (Eastern States), Inc. (EIN: 13-1835864), a New York corporation; The Segal Company (Southeast), Inc. (EIN: 13-2619259), a Georgia corporation; The Segal Company (Midwest), Inc. (EIN: 13-1975125), an Illinois corporation; The Segal Company (Western States), Inc. (EIN: 94-1503999), a Maryland corporation and The Segal Company, Ltd. (EIN: 13-2776405), a Michigan corporation, authorized to conduct business in Canada.

other laws. Client acknowledges and agrees that Segal will not have any liability or responsibility whatsoever for (i) the acts or omissions of Client's employees, agents and other service providers (whether current or past), (ii) Client's condition or status prior to Segal's retention as a service provider, (iii) the long-term impact of such acts, omissions, condition or status, or (iv) the veracity or accuracy of data received from or on behalf of Client.

## 2. Term and Termination.

- (a) **Term.** The term of this Agreement will commence on the Effective Date and continue in effect until **[Insert End Date]****[NOTE: The "term" is analogous to the "fee term" and the End Date must be 5 years or less following Start Date]** (the "Initial Term"), unless earlier terminated by a Party in accordance with Section 2(b) of this Agreement. **[Delete if No Auto Renewal: Upon expiration of the Initial Term, this Agreement will automatically renew for successive additional terms of twelve (12) months each unless Client or Segal gives written notice to the other at least sixty (60) days before the expiration of the Initial or any then current term. Notwithstanding the foregoing, the maximum term of this MCA is ten (10) years from the Effective Date.]** Notwithstanding the foregoing, should any SOW entered into during the Initial Term or any renewal or extension term require Services to be performed beyond the expiration or termination of this MCA, the terms of this Agreement shall remain in full force and effect until the expiration or termination of such SOW.
- (b) **Termination.** Either Party may terminate this MCA or any SOW upon at least sixty (60) calendar days' written notice, or such shorter period as may be required by applicable law or as set forth in an SOW. Upon termination of this Agreement, the parties agree and understand that any corresponding business associate agreements ("BAA") and/or personal information processing agreements ("PIPA") shall terminate under the same terms, subject to any data retention, return and destruction provisions contained therein.

## 3. Fees and Expenses

- (a) **Fees.** Segal's fees for the Services will be set forth in the applicable SOW. Unless otherwise set forth in a new SOW, at the conclusion of the Initial Term and annually thereafter, Segal's fee for any ongoing recurring (i.e. annual retainer) Services will automatically increase by 3%. **[NOTE: Fee escalator at term conclusion is required and cannot be removed without COO approval. However, the automatic fee escalator will not apply if a new SOW is entered into after the Initial Term. The expectation for ongoing annual retainers is that a new SOW will be entered into every 2-5 years, clarifying the scope of services and updating the fee for the next fee period.]**

- (b) **Expenses.** Client will reimburse Segal for any reasonable expenses incurred in connection with providing the Services, unless otherwise expressly set forth in an SOW. **[NOTE: Default stance is to pass through reasonable expenses; however, SOW will govern whether or not expenses are actually passed through.]** Additionally, if Segal is requested or compelled to participate in actual or anticipated disputes, investigations, arbitrations, litigation or other dispute resolution proceedings (each an “Action”) as a result of its relationship with Client, Client will reimburse Segal for all reasonable costs (including, but limited to, Segal time spent and costs incurred in connection with responding to subpoenas and other document requests) and fees, including attorney’s fees, that Segal incurs, during or after the term of this Agreement, except where Segal is itself a party to such Action.
- (c) **Invoices and Payment.** **[NOTE: These are our standard payment terms; deviations require BU leader approval.]** Unless otherwise set forth in the applicable SOW, Segal will bill ongoing annual retainer fees quarterly in advance and hourly-time charges monthly in arrears. Segal will bill for permitted expenses incurred as soon as practicable. All sums are payable in United States dollars. All undisputed invoices (or portions thereof) will be paid by Client within thirty (30) days of receipt by electronic funds transfer (e.g. ACH or wire) in immediately available funds, as specified in the applicable invoice. If, within forty-five (45) days of the invoice date, Segal has not received payment for any undisputed fees or expenses payable hereunder, Segal will assess a late payment fee equal to the lower of (i) the highest interest rate permitted under applicable law or (ii) 2% interest per month, until such fees and/or expenses are paid in full. Upon termination of this Agreement, Segal will be compensated for all work performed up until the date of Termination.
- (d) **Indirect Compensation.**
- (i) **General.** Other than commissions from the placement of insurance policies, as described below and set forth in the SOW, Segal does not anticipate receiving indirect compensation in connection with providing Services under this Agreement. Segal will notify Client in writing if it anticipates receiving any additional indirect compensation.
- (ii) **Insurance Commissions.** Segal is a licensed insurance producer. If in the course of providing Services related to health and welfare plans or benefits, the Client appoints Segal as its broker of record, Segal may place insurance policies for Client. Acting in this capacity and consistent with applicable law, Segal may earn commissions from the placement of insurance policies. Prior to placing any commission-bearing insurance policy on Client’s behalf, the Parties will enter into an additional compensation disclosure agreement describing all compensation paid or

payable to Segal in connection with Client's purchase of insurance. If this Agreement is terminated or Client removes Segal as its broker of record, consistent with applicable insurance law, Segal will retain all commissions received prior to the date of termination or removal.

Segal also participates in contingent compensation programs with insurance carriers, which may result in additional compensation to Segal from the Client's insurance carrier(s). Segal has established procedures to prevent its participation in any contingent compensation programs from influencing its neutrality in recommending insurance products and uses such contingent compensation to offset firm-wide operating expenses and improve client support services.

**(e) ERISA Acknowledgements.**

**(i) Client Fiduciary Authority.** If Client is an employee benefit plan, each person(s) signing this Agreement is doing so in his/her capacity as representative or agent of the plan's "Named Fiduciary" (as defined by ERISA). The Named Fiduciary acknowledges that it has sole authority to select the plan's service providers and has responsibility to determine whether the service arrangements, including compensation paid, are reasonable.

**(ii) ERISA Fee Disclosures.**

(1) *Health and Welfare Plans.* Segal acknowledges that it is a "covered service provider" within the meaning of Section 408(b)(2) of ERISA when providing Services to health and welfare plans and will disclose any fees and other compensation it receives in accordance with the requirements of with ERISA Section 408(b)(2). This Agreement describes the Services and Segal's direct compensation for Services. If Segal receives any indirect compensation (as described in Section 3(d) above), Segal will provide an annual statement describing the indirect compensation it received in the previous plan year. The Named Fiduciary agrees and acknowledges that it has received a copy of this Agreement for review reasonably in advance of entering into this Agreement and that the designation of Segal as a service provider, and any other transactions contemplated by this Agreement, are consistent with and permissible under the plan documents.

(2) *Pension Plans.* If Segal receives any indirect compensation in connection with providing services to pension plans, it will be a "covered service provider" within the meaning of Section 408(b)(2) of ERISA and will disclose any fees and other compensation it receives in accordance with the requirements of with ERISA Section 408(b)(2). This Agreement describes the Services and Segal's direct compensation for Services. If Segal receives any indirect compensation (as described in Section 3(d) above), Segal

will provide an annual statement describing the indirect compensation it received in the previous plan year. The Named Fiduciary agrees and acknowledges that it has received a copy of this Agreement for review reasonably in advance of entering into this Agreement and that the designation of Segal as a service provider, and any other transactions contemplated by this Agreement, are consistent with and permissible under the plan documents.

A copy of Segal's firm-wide ERISA Section 408(b)(2) fee disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

#### 4. Information and Ownership.

- (a) **Client Information.** Client agrees to supply to Segal (either directly or through Client's agents and representatives) on a timely basis all of the data, documentation and information (e.g., current plan design and plan documents, information concerning all plan participants and beneficiaries) reasonably needed by Segal to perform the Services ("Client Information"), in a usable format. If Client Information is not provided in a usable format, Segal may charge Client for actual costs incurred in converting it to a usable a format. Segal will have the right to reasonably rely on the accuracy and completeness of Client Information and will have no responsibility for independently verifying or checking Client Information for accuracy or completeness. Client will notify Segal promptly upon gaining knowledge of any material change to Client Information. Client acknowledges and agrees that Segal shall have no liability for errors resulting from latent defects in Client Information or Client's failure to notify Segal of changes to Client Information.
- (b) **Ownership of Client Information.** Client Information is and will remain the sole and exclusive property of Client. In addition to the Services, Segal is authorized to use Client Information for internal purposes and may aggregate Client Information with other data collected by Segal and distribute such data, or analysis of such data, to third parties, provided such distributed data does not identify Client or any Client participants or beneficiaries. Further, Segal is expressly authorized to include Client's name and logo/trademark in a list of representative clients for marketing and/or sales purposes. For the avoidance of doubt, Segal will not sell or otherwise receive remuneration for Client Information or materials derived from Client Information.
- (c) **Ownership of Deliverables.** Client acknowledges that, in providing the Services, Segal will distribute or make available certain proprietary materials ("Segal's Proprietary Information"), including, but not limited to, publications, software, know-how, techniques, methodologies and report formats. Except to the extent that they are or incorporate Segal's Proprietary Information, all documents, data, and other tangible materials authored or prepared and delivered by Segal to

Client under the terms of this Agreement (collectively, the "Deliverables"), are the sole and exclusive property of Client, once paid for by Client. To the extent that Segal's Proprietary Information is incorporated into such Deliverables, Client will have a perpetual, fully paid, non-exclusive, non-transferable and non-sub-licensable right to use, copy, and modify Segal's Proprietary Information as part of the Deliverables internally and for their intended purpose. Segal will not have any responsibility or liability for use of any Deliverable in any manner other than for the intended purpose.

## 5. Confidentiality and Data Privacy.

- (a) **Confidential Information.** Confidential Information includes (i) Client Information; (ii) Segal's Proprietary Information; and (iii) any other information clearly identified by a Party as confidential at the time of disclosure or that a reasonable person should understand to be confidential or proprietary in nature.

Confidential Information will not include information which: (i) is or becomes a part of the public domain through no fault of the receiving Party; (ii) was in the receiving Party's lawful possession prior to the disclosure; (iii) is disclosed by the disclosing Party without restriction on disclosure; (iv) is independently developed by the receiving Party without reliance on the disclosing Party's Confidential Information; (v) is required to enforce a Party's rights hereunder; or (vi) is required to be disclosed by a governmental authority or pursuant to a subpoena, provided that to the extent not prohibited by applicable law, the receiving Party gives the disclosing Party a reasonable opportunity to contest the disclosure and/or seek any available protections for the Confidential Information.

Additionally, Client provides express consent to allow Segal to disclose Client's name and logo/trademark for marketing and/or sales purposes.

- (b) **Obligations Related to Confidential Information.** With respect to a disclosing Party's Confidential Information, the receiving Party agrees to:

- (i) Not use or disclose Confidential Information for any reason other than the reason it was disclosed or as otherwise permitted by this Agreement (the "Purpose"), without the express permission of the disclosing Party;
- (ii) Not misappropriate or use Confidential Information in order to intentionally damage the disclosing Party's business or reputation or otherwise gain a competitive advantage over the disclosing Party;
- (iii) Only disclose, or otherwise make available Confidential Information to those of its affiliates, officers, employees and agents ("Representatives") who have a legitimate need to know the Confidential Information in furtherance of the Purpose and have been made aware of the obligations of this Agreement and their responsibility for complying with those



obligations. The receiving Party acknowledges that it is fully responsible for a breach of this Agreement by its Representatives;

- (iv) Notify the disclosing Party promptly upon becoming aware of any unauthorized use, disclosure or release of Confidential Information of which it is aware.

**(c) Cybersecurity.** Segal maintains procedures, consistent with industry standards and as required by law, to ensure the security of all data maintained on Segal's information technology systems. In addition, Segal maintains a reasonable and appropriate business continuity/disaster recovery program. Segal agrees to provide Client with any information Client reasonably requests related to Segal's information security protocols and disaster recovery program, provided that such information will be treated by Client as Confidential Information and not disclosed to any third party without Segal's consent.

**(d) Personal Information.** Segal acknowledges that Client Information may include personally identifiable information ("PII") related to Client's employees and/or participants and beneficiaries under Client's sponsored employee benefit plans, including, but not limited to Personal Information ("PI"), as such term is defined in the California Consumer Privacy Act of 2018 ("CCPA"), as amended, and Protected Health Information ("PHI"), as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the American Recovery and Reinvestment Act of 2009 ("ARRA") (together "HIPAA"), and the regulations promulgated thereunder (the "HIPAA Rules"). Prior to Segal's receipt of PII, PHI, or PI, the Parties will enter into a BAA and/or a Personal Information Protection Agreement ("PIPA") that set out the additional terms, requirements, and conditions on which Segal will obtain, handle, process, disclose, transfer, or store PII when providing services under this Agreement. The PIPA and/or BAA will be attached to this Agreement. In the event of any conflict or ambiguity between:

- (i) any provision contained in this Agreement, including any attachments, amendments or addendums thereto, and any provision contained in the body of any PIPA, the provision in the body of the PIPA will prevail;
- (ii) any provision contained in this Agreement or the PIPA, including any attachments, amendments or addendums thereto, and any provision contained in the body of any separately executed BAA between the Parties, the provision in the body of such BAA will prevail with respect to PHI.

## 6. Liability and Insurance.

- (a) **Force Majeure.** Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, act or failure to act by a governmental body, the elements, strikes or labor disputes, global pandemic, or other cause beyond the control of such Party.
- (b) **Remedies.** SEGAL WILL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT OR IN TORT, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR COSTS (WHETHER OR NOT SEGAL HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), OR FOR ANY LOST PROFITS, APPRECIATION, EARNINGS, OR SAVINGS, OR FOR ANY CLAIMS AGAINST CLIENT BY ANY OTHER PARTY.

SEGAL'S LIABILITY FOR DIRECT DAMAGES INCURRED BY CLIENT WILL NOT EXCEED THE FEES PAID TO SEGAL DURING THE PRECEDING TWELVE-MONTH PERIOD.

NOTHING IN THIS SECTION WILL ACT TO RELIEVE SEGAL FROM ANY RESPONSIBILITY, LIABILITY OR DUTY WHICH SEGAL MAY NOT DISCLAIM UNDER APPLICABLE FEDERAL OR STATE LAWS, INCLUDING ERISA.

- (c) **Insurance.** Segal is, and will continue to be while performing Services, insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which Segal is engaged, including, but not limited to, professional liability and cyber liability coverage. A description and evidence of such insurance coverage will be provided by Segal upon request.

7. **Notices.** Any notices or other communications under this Agreement will be in writing and will be given to the Parties at the addresses set forth below:

If to Client, to:

[Client Name]  
[Address]  
Attention: [Name]  
[Email]

If to Segal, to:

The Segal Group  
333 West 34<sup>th</sup> Street  
New York, NY 10001  
Attention: General Counsel  
Contract\_Notice@segalco.com

Copy to:

[Consultant Name]  
[Consultant Email]

Notices will be deemed to have been received upon the earlier of actual receipt thereof or, with respect to delivery (i) by electronic mail, upon confirmation of receipt, whether telephonically or by electronic transmission; (ii) by overnight courier or overnight express mail, the next business day following delivery to such overnight courier or the U.S. Postal Service; and (ii) by mail, the fifth (5<sup>th</sup>) business day following such delivery to the U.S. Postal Service. Any Party may change the contact information above by written notice to the other.

- 8. Dispute Resolution; Governing Law; Waiver of Jury Trial.** Any disputes between the Parties hereto are subject to mediation in accordance with the Judicial Arbitration and Mediation Service (“JAMS”) as a condition precedent to the commencement of any legal proceeding hereunder. Except to the extent superseded by federal law, the validity, interpretation, enforceability, and performance of this Agreement will be governed by the laws of the State of New York. Unless otherwise agreed by the Parties, any dispute, controversy or claim arising out of or to enforce the terms of this Agreement may only be brought in the appropriate federal or state court in the State of New York, New York County. **THE PARTIES AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF THIS AGREEMENT.**

**9. General**

- (a) Entire Agreement; Modification of Agreement.** This MCA, along with the applicable SOW(s) constitutes the entire agreement between the Parties regarding the furnishing of the Services and supersedes all prior oral or written understandings between the parties. Neither party has relied on any promises, representations, or warranties except as expressly set forth in this Agreement. No modification or amendment hereto will be valid unless it is in writing and signed by the Parties.
- (b) Assignment of the Agreement.** A Party may only assign this Agreement with the other Party’s prior written consent, except that either party may assign this Agreement: (i) to any of its affiliates or subsidiaries (whether existing now or in the future); (ii) in connection with the transfer or sale of all or substantially all of its assets or business or business to which this Agreement relates or (iii) its merger or consolidation with another company. No assignment will discharge a party from its obligations or duties under **Section 4 (Information and Ownership), Section 5 (Confidentiality and Data Privacy) and Section 6 (Liability)** of this Agreement. This Agreement will be binding upon both Parties hereto, and their respective successors and assigns.

- (c) **Subcontractors and Sub-advisers.** Client understands and agrees that Segal may, from time to time, consult with or receive services from subcontractors in connection with providing the Services under this Agreement.
- (d) **Non-Solicitation.** While this Agreement is in effect and for eighteen (18) months thereafter, Client agrees to not directly solicit for employment any Segal employees directly involved in providing any Services or otherwise induce such individuals to terminate their relationship with Segal. The preceding sentence will not prohibit Client from considering for employment any Segal employee or former employee who (i) seeks employment with Client in response to a general advertisement by Client or (ii) is identified in the course of employment searches by an independent third party retained by Client (so long as the search is not directed toward Segal's employees).
- (e) **Survival of Terms.** The provisions of **Section 4 (Information and Ownership)**, **Section 5 (Confidentiality and Data Privacy)**, **Section 6 (Liability)**, **Section 8 (Governing Law; Waiver of Jury Trial)** and **Section 9 (General)** will survive the termination of this Agreement.
- (f) **Severability and Waiver.** If any provision of this Agreement is found to be illegal or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. No consent to or waiver of any default hereunder will be effective unless in writing and no such consent or waiver will be construed as a consent to or waiver of any default in the future or of any other default hereunder.
- (g) **Authority to Enter Agreement.**
- (i) Segal represents and warrants that: (A) it has all necessary power and authority to enter into this Agreement; (B) the person signing has been duly authorized to execute this Agreement on its behalf; (C) the execution and delivery of this Agreement and any action contemplated herein does not conflict with, or violate, any provision of law, rule or regulation, contract, deed of trust or other instrument to which it is a party or otherwise bound; (D) this Agreement is a valid and binding contract enforceable against it; and (E) to its knowledge, it is in compliance with all applicable law and regulation related to its performance pursuant to the terms of this Agreement.
- (ii) Client represents and warrants that: (A) it has all necessary power and authority to enter into this Agreement; (B) the person signing has been duly authorized to execute this Agreement on its behalf, (C) the execution and delivery of this Agreement and any action contemplated herein does not conflict with, or violate, any provision of law, rule or regulation, contract, deed of trust or other instrument to which it is a party or otherwise bound; (D) this Agreement is a valid and binding contract enforceable against it; and (E) to its knowledge, it is in compliance with all

applicable law and regulation related to its performance pursuant to the terms of this Agreement.

- (h) **No Third Party Beneficiaries.** This Agreement (and any amendment or addendum thereto) is made and entered into solely for the benefit and protection of the Parties hereto, their successors and permitted assigns, and does not confer any rights or privileges upon any third parties, including any participant or beneficiary of Client.
- (i) **Independent Contractors.** Nothing in this Agreement shall make Segal and Client partners, joint venturers, or otherwise associated in or with the business of the other. Segal is and shall always remain an independent contractor. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities of the other Party, its agents, or employees. The Parties are not authorized to incur debts or obligations of any kind, on the part of or as agent for the other except as may specifically be authorized in writing.
- (j) **Counterparts.** This Agreement may be executed in any number of counterparts using ink or electronic signatures, each of which will be deemed an original. Facsimile or other electronic copies (e.g., PDF) thereof will be deemed to be originals.

Execution Page Follows

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**The Segal Group, Inc.**

**[Client Name]**

**[NOTE: Segal Signer must be an officer  
(VP/SVP/President)]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*If second signature is required:*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments

# SAMPLE Project Statement of Work

**THIS STATEMENT OF WORK** (“SOW”), effective as of **DATE** (the “Effective Date”), is entered into by the **Client Name** (“Client”) and **Choose an item.** (for purposes of this SOW, “Segal”) pursuant to the Master Consulting Agreement dated as of **DATE** entered into between Client and The Segal Group, Inc. as may be amended from time to time (the “MCA”), and shall be attached hereto and incorporated herein by reference. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the MCA. In the event of a conflict between the specific provisions of this SOW and the provisions of the MCA, the provisions of this SOW shall control.

1. **SOW Services and Deliverables.** Segal will provide the following Services: (provide additional documents if necessary)

(a) **Service 1**

2. **[Delete if not necessary for project]Segal Team.** The following Segal team members will be involved with provided the SOW Services.

Name	Title
Add/Delete Rows as Necessary	

3. **[Delete if not necessary for project]Timeline.**

**Project Term:** [Start Date] – [End Date]

Task/Deliverable	Proposed Date
Add/Delete Rows as Necessary	

4. **[Do Not Modify or Delete without consulting legal]Client Understandings.**

(a) **Client Representative.** Client shall appoint a representative with full authority to provide or obtain any necessary information and approvals required to enable Segal to perform the SOW Services. Client's representative shall be responsible for coordination of briefing, review, and the decision-making process with respect to Client's employees, agents and other service providers.

(b) **Active Participation and Cooperation.** Client understands that Segal's ability to provide Services in a timely manner is dependent upon Client's active participation and adherence to any agreed upon schedule. Client acknowledges that Segal will rely on the Client Information (as defined in the MCA) available at

the time of work is performed and that Segal makes no representation or warranty with regards to Client’s actual future experience.

- (c) **Limitations on Services.** Segal cannot and will not provide any legal opinion or similar advice related to application of laws, regulations, rulings and court decisions. Client is solely responsible for consulting legal counsel or otherwise ensuring that all actions taken are legally permissible or appropriate.

5. **[Do Not Modify Standard Language without consulting legal] Fees and Expenses.**

- (a) **[Select agreed upon fee type and delete others] Professional Fees. [Option 1 – Time charges:** Segal’s fees for the SOW Services will be billed on a time charge basis (billing rates multiplied by time spent), based on the then current rates of applicable Segal employees. Upon request, Segal will provide the specific rates for the individuals providing Services at the time.][**Option 2 – Time charges with a ‘not to exceed’:** Segal’s fees for the SOW Services will be billed on a time charge basis (billing rates multiplied by time spent), based on the then current rates of applicable Segal employees to a maximum of [INSERT AMOUNT]. Upon request, Segal will provide the specific rates for the individuals providing Services at the time.][**Option 3 – Single Flat Fee for SOW Term:** Segal’s fee for the SOW Services is [INSERT AMOUNT].][**Option 4 – flat fees that change during SOW Term:** ]Segal’s fees for the SOW Services are as follows:

Time Period	Fee
Add/Delete Rows as Necessary	

- (b) **[Select agreed upon expense term and delete others] Expenses. [Option 1 – Fee Includes All Anticipated Expenses:** Segal’s fee is inclusive of all anticipated expenses in connection with the SOW Services. In the event that Segal incurs unusual or unexpected expenses in the course of providing the SOW Services, Segal will notify Client and may bill such expenses without markup.][**Option 2 – All Expenses passed through:** In addition to its professional fees, Segal will bill for all reasonable expenses incurred in connection with providing the SOW Services, without markup.][**Option 3 - Some expenses passed through:** In addition to its professional fees, Segal will bill for the following expenses incurred in connection with providing the SOW Services, without mark up: [Describe which expenses - e.g. travel-related expenses].]

**[Include if Technology/Intellectual Capital Fee is included:** In addition to the fees for SOW Services, Segal will charge a technology/intellectual capital fee equal to 5% of such Service fees.

6. **[Can be deleted if (i) retainer fees billed quarterly in advance or (ii) time charges billed monthly in arrears. Other billing terms require BU leader approval] Billing.**



Notwithstanding Section 3(c) of the Agreement, Segal will bill its fees [quarterly in advance.][monthly in advance.][monthly in arrears.][upon project completion.][based on the following installments:

Project Milestone	Fee

7. **[Do Not Modify or Delete without consulting legal]Service and Fee Modifications.**

- (a) In the event that the scope of work under this SOW materially changes, the Parties will execute a mutually agreed upon change order setting forth any changes to the services, deliverables, schedule and/or fees under this SOW.
- (b) Additionally, if as a result of circumstances beyond Segal’s control, Segal is required to spend significantly more time than anticipated in performing the SOW Services, Segal will inform Client and may bill separately for the extra time in performing the services.

8. **[Do Not Modify or Delete without consulting legal]Term and Termination.**

- (a) This SOW will commence on the Effective Date and terminate upon completion of all SOW Services, except as set forth below.
- (b) Client may terminate this SOW upon sixty (60) calendar days’ written notice (the “Notice Period”) if Segal does not materially comply with its obligations under this SOW and Segal has not cured or developed a plan for cure during the Notice Period.

9. **[Delete if not necessary for project]Additional Terms and Conditions.** The following terms and conditions apply to this SOW: [*describe*]

10. **[Do Not Modify or Delete without consulting legal]Authority.** The signatures below indicate agreement by the Parties to the terms and conditions set forth in this SOW. This SOW may be executed in any number of counterparts using ink or electronic signatures, each of which will be deemed an original. This signed SOW constitutes authorization for Segal to begin provision of the Services and Segal agrees to commence such Services promptly upon receipt of a full-executed copy of this SOW.

\* \* \* \*

**Execution Page Follows**

**IN WITNESS WHEREOF**, the Parties have executed this SOW as of the Effective Date.

Choose an item.

**[CLIENT]**

**[NOTE: Segal Signer must be an officer  
(VP/SVP/President)]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*If second signature is required:*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# SAMPLE

## Annual Retainer Statement of Work

**THIS STATEMENT OF WORK** (“SOW”), effective as of **DATE** (the “Effective Date”), is entered into by the **Client Name** (“Client”) and **Choose an item.** (for purposes of this SOW, “Segal”) pursuant to the Master Consulting Agreement dated as of **DATE** entered into between Client and The Segal Group, Inc. as may be amended from time to time (the “MCA”), and shall be attached hereto and incorporated herein by reference. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the MCA. In the event of a conflict between the specific provisions of this SOW and the provisions of the MCA, the provisions of this SOW shall control.

1. **Annual Retainer Services.** Segal will provide the following Services: (provide additional documents if necessary)
  - (a) **Service 1**
  
2. **Supplemental Services.** Upon request, Segal will provide additional services that are in addition to the Retainer Services (the “Supplemental Services”). Unless the Parties have entered into a specific SOW for additional services, any service not specifically set forth above in Section 1 shall be a Supplemental Service. Examples of common Supplemental Services include, but are not limited to:
  - (a) **Example 1**
  - (b) **Example 2**
  
3. **[Delete if not necessary] Segal Team.** The following Segal team members will be involved with provided the SOW Services.

Name	Title
Add/Delete Rows as Necessary	

4. **[Do Not Modify or Delete without consulting legal] Client Understandings.**
  - (a) **Client Representative.** Client shall appoint a representative with full authority to provide or obtain any necessary information and approvals required to enable Segal to perform the SOW Services. Client's representative shall be responsible for coordination of briefing, review, and the decision-making process with respect to Client's employees, agents and other service providers.
  
  - (b) **Active Participation and Cooperation.** Client understands that Segal's ability to provide Services in a timely manner is dependent upon Client's active participation and adherence to any agreed upon schedule. Client acknowledges that Segal will rely on the Client Information (as defined in the MCA) available at

the time of work is performed and that Segal makes no representation or warranty with regards to Client's actual future experience.

- (c) **Limitations on Services.** Segal cannot and will not provide any legal opinion or similar advice related to application of laws, regulations, rulings and court decisions. Client is solely responsible for consulting legal counsel or otherwise ensuring that all actions taken are legally permissible or appropriate.

5. **[Do Not Modify Standard Language without consulting legal] Fees and Expenses.**

(a) **[Select agreed upon fee type and delete others] Professional Fees.**

- (i) **Annual Retainer Services. Retainer Services. [Option 1 – Time charges]:** Segal's fees for the Retainer Services set forth in Section 1 above will be billed on a time charge basis (billing rates multiplied by time spent), based on the then current rates of applicable Segal employees. Upon request, Segal will provide the specific rates for the individuals providing Services at the time.] **[Option 2 – Time charges with a not to exceed]:** Segal's fees for the Retainer Services set forth in Section 1 above will be billed on a time charge basis (billing rates multiplied by time spent), based on the then current rates of applicable Segal employees to a maximum of [INSERT AMOUNT]. Upon request, Segal will provide the specific rates for the individuals providing Services at the time.] **[Option 3 – Single Flat Fee]** Segal's fee for the Retainer Services set forth in Section 1 above is [insert amount]. **[Option 4 – flat fees that change during SOW Term]:** Segal's fees for the SOW Services are as follows:

Time Period	Fee
Add/Delete Rows as Necessary	

- (ii) **Supplemental Services.** Unless set forth in an additional SOW, Segal's fee for any Supplemental Services shall be calculated on a time charge basis (billing rates multiplied by time spent), based on the then-current rates of applicable Segal employees. Upon request, Segal will provide the specific rates for the individuals providing Services at the time.
- (b) **[Select agreed upon expense term and delete others] Expenses. [Option 1 – Fee Includes All Anticipated Expenses]:** Segal's fee is inclusive of all anticipated expenses in connection with the SOW Services. In the event that Segal incurs unusual or unexpected expenses in the course of providing the SOW Services, Segal will notify Client and may bill such expenses without markup. **[Option 2 – All Expenses passed through]:** In addition to its professional fees, Segal will bill for all reasonable expenses incurred in connection with providing the SOW Services, without markup. **[Option 3 - Some expenses passed through]:** In addition to its professional fees, Segal will bill for

the following expenses incurred in connection with providing the SOW Services, without mark up: [Describe which expenses - e.g. travel-related expenses].

2. **[Can be deleted if (i) retainer fees billed quarterly in advance or (ii) time charges billed monthly in arrears. Other billing terms require BU leader approval] Billing.** Notwithstanding Section 3(c) of the Agreement, Segal will bill its fees [quarterly in advance][monthly in advance][monthly in arrears].
3. **[Do Not Modify or Delete without consulting legal] Service and Fee Modifications.**
  - (a) In the event that the scope of work under this SOW materially changes, the Parties will execute a mutually agreed upon change order setting forth any changes to the services, deliverables, schedule and/or fees under this SOW.
  - (b) Additionally, if as a result of circumstances beyond Segal's control, Segal is required to spend significantly more time than anticipated in performing the SOW Services, Segal will inform Client and may bill separately for the extra time in performing the services.
4. **[[Do Not Modify or Delete without consulting legal] Term and Termination.**
  - (a) This SOW will commence on the Effective Date and terminate upon completion of all SOW Services, except as set forth below.
  - (b) Client may terminate this SOW upon sixty (60) calendar days' written notice (the "Notice Period") if Segal does not materially comply with its obligations under this SOW and Segal has not cured or developed a plan for cure during the Notice Period.
5. **[Delete if not necessary] Additional Terms and Conditions.** The following terms and conditions apply to this SOW: [describe]
6. **[Do Not Modify or Delete without consulting legal] Authority.** The signatures below indicate agreement by the Parties to the terms and conditions set forth in this SOW. This SOW may be executed in any number of counterparts using ink or electronic signatures, each of which will be deemed an original. This signed SOW constitutes authorization for Segal to begin provision of the Services and Segal agrees to commence such Services promptly upon receipt of a full-executed copy of this SOW.

\* \* \* \*

**Execution Page Follows**

**IN WITNESS WHEREOF**, the Parties have executed this SOW as of the Effective Date.

Choose an item.

**[CLIENT]**

**[NOTE: Segal Signer must be an officer  
(VP/SVP/President)]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*If second signature is required:*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Jackson County, Missouri  
RFP 42-21 - Employee Benefits Consultant

## Analysis of Scoring of Respondents:

	CBIZ	Garry and Associates	*Holmes Murphy	Segal	**Twin Lakes
Response to RFP	25	25	25	25	25
Proposal and Experience	148	56	93	142	68
References	123	120	120	123	120
Pricing	85	25	125	190	150
Totals	381	226	363	480	363
Cumulative Total	76.2	45.2	72.6	96	72.6

## Analysis of Pricing of Respondents:

	Segal	*Holmes Murphy	**Twin Lakes	CBIZ	***Garry & Associates
Remainder of Year 2022	\$46,664	\$46,664	\$46,664	\$46,664	\$46,664
Year 2023	\$90,000	\$150,000	\$84,000	\$180,000	\$264,000
Total	\$136,664	\$196,664	\$130,664	\$226,664	\$310,664

In the RFP 42-21 for Employee Benefits Consultant, it was requested to include a pricing structure on a monthly retainer basis or a consultant fee structure in lieu of a broker fee. Based on our current contract with Blue Cross Blue Shield, for the rest of 2022, the new Employee Benefits Consultant will be paid by BCBS.

\*While this appears to be the lowest bidder, their rate is contingent on the County keeping our current healthcare provider.

\*\* In their initial response, they were non-compliant. They failed to provide the fee structure per instructions outlined in RFP 42-21 and informed us they would like the commission basis structure to remain the same. When given a second opportunity to provide fee structure, their response was not received timely.

\*\*\* In their initial response, they were non-compliant. They failed to provide the fee structure per instructions outlined in RFP 42-21 and informed us they would like to continue with a commission structure built into the plans.

