SUWANNEE COUNTY SCHOOL BOARD EMERGENCY SESSION February 1, 2023

AGENDA

Call to Order -6:00 p.m.

The Superintendent recommends approval to adopt the agenda.

1. The Superintendent recommends approval of Contract #2023-108 for Health Insurance Brokerage/Consulting Services with Acentria Public Risk Partners Corporation d/b/a The Jordan Agency (*NEW*) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.) (**pgs. 2-191**)

Adjourn



Broker Services Agreement

Prepared For: Suwannee County School Board

Presented by: Foundation Risk Partners, Corp. d/b/a Acentria Public Risk

Effective Date:

February 1, 2023

Terms and Conditions

(this This Broker Services Agreement "Agreement") is entered into on February 1 , 2023 ("Effective Date") by and between Suwannee County School Board, a Florida Government entity with offices at 1740 Ohio Avenue South, Live Oak, FL 32064 ("Client"), and FOUNDATION RISK PARTNERS, CORp., a Delaware corporation, with offices at 1540 Cornerstone Blvd, Ste. 230, Daytona Beach, FL 32117 d/b/a Acentria Public Risk ("FRP").

WHEREAS, Client has engaged FRP to perform certain services, including but not limited to broker of record services for Employee Benefits Program; and

WHEREAS, this Agreement represents the mutual understanding of Client and FRP regarding the services that FRP will provide to Client.

NOW THEREFORE, in consideration of the terms and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. During the term of this Agreement, FRP agrees to provide Client with the "Services" as described on Exhibit A attached hereto. Client shall appoint FRP as its insurance broker of record. FRP shall have the exclusive right to provide the Services to Client for the term of this Agreement. Any and all Services not contained herein fall outside the scope of this Agreement and if additional services are required, this Agreement shall be amended in writing accordingly prior to the provision of such service.

2. Payment. In consideration for the Services, Client agrees FRP will receive commissions from the carriers as advised in Exhibit B.

3. Term.

3.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, with the option to renew for, upon mutual agreement, for two (2) additional one (1) year periods, unless cancelled by either party at any time with or without cause, upon a thirty (30) day written notice ("Termination Notice"). If FRP and Client, in good faith, continue its business relationship after the above expiration date. the terms of this Agreement will control and continue to be in full force and effect until such time as a new agreement is executed by the parties or the relationship between the parties is otherwise terminated, except FRP shall have the sole discretion to revise the Payment terms. Furthermore, in the event FRP and Client agree to renew and continue its business relationship, unless and until a new agreement is entered into by FRP and Client supplanting the terms of this Agreement in their entirety, the terms of this Agreement, as amended. supplemented or otherwise modified from the date hereof until such time, will control the matters set forth herein.

3.2 Miscellaneous. Client may, at any time and in accordance with the requirements in section 3.1 above, terminate this agreement in whole or in part by written or telegraphic notice confirmed in writing. Upon termination by Client, Client will assume responsibility for specific contractual or scheduled financial commitments made prior to the termination date provided in the Termination Notice. Any



and all services, property, publications, or materials provided during or resulting from this Agreement shall become the property of the Client. If, however, termination is occasioned by FRP's breach of any condition hereof, except due to circumstances beyond FRP's control and without FRP's fault or negligence, the remedies afforded to Client in Section 7 of this Agreement shall control.

4. Warranties.

- 4.1 Warranties by FRP. FRP hereby represents and warrants to Client that:
 - a. The Services will be performed in a professional and workmanlike manner, consistent with all applicable laws, required guidelines and industry standards.
 - b. It will at all times employ current industry standard security protection, compliant with all applicable laws, to prevent unauthorized access to all records, data, documents, images and other information of Client and its employees ("Employee Data Records") and that it shall employ industry standard measures to maintain the strict confidentiality at all times of all Employee Data Records.
 - c. The Services do not and shall not violate or infringe the copyright, trademark, patent, trade secret, privacy, publicity or reputational rights of any third party.
- Client hereby 4.2 Warranties by Client. represents and warrants to FRP that:
 - a. All information provided to FRP by Client in connection with FRP's performance of

Services is or will be complete and accurate in all material respects;

- b. Use of the information provided by Client to perform the Services will not conflict with or constitute a violation or breach of any contract or other obligation under which Client is bound or any judgment, law, rule, or governmental regulation applicable to Client.
- 4.3 WARRANTY DISCLAIMERS. Neither party makes any representation or warranty, express or implied, with respect to any Confidential Information. Neither party shall be responsible for any expenses, losses, or actions incurred or undertaken by the other party as a result of the receipt and use by such party of Confidential Information of the other party. Disclosing party retains all rights to its Confidential Information. No grant or license is made or given hereunder, express or implied, to any trademark, copyright, patent or similar right other than the use of the Confidential Information for the limited Business Purpose. Confidential Information is disclosed "AS IS" under this agreement. This Agreement is not intended, nor shall it be constructed, to create or convey any right in or upon any person or entity not a party to this Agreement

5. Data and Return of Data.

5.1 Data. Client hereby represents, warrants, and covenants that: (i) Client has all rights and authorizations, in compliance with all applicable laws and regulations, to provide the Data (defined below) to FRP and (ii) Client owns all Data and has sole responsibility and liability for the Data under all applicable laws and regulations at all times during Initial Term and any renewal of this Agreement. "Data"



means Client's records or files and other related information.

5.2 Return of Data. Upon either (i) completion of the Services of (ii) termination of this Agreement, Client and FRP hereby agree that FRP shall return to the owning party or destroy all copies of the Confidential Information, provided that such destruction is not prohibited by applicable law, rule, court order or other similar process, or a governmental, regulatory or legal authority. A party may return Confidential Information, or any part thereof, to the other party at any time. Notwithstanding the foregoing, the obligation to return or destroy Confidential Information shall not cover (a) Confidential Information that is maintained on routine computer backup tapes, disks, or other backup storage devices or (b) one copy of Confidential Information that the recipient is required to maintain in accordance with applicable legal, regulatory or record-keeping requirements, provided that such retained Confidential Information is not used or disclosed or, in the case of back-up Confidential Information, otherwise recovered from such back-up devices. The obligation contained in this Section not to use, disclose or otherwise access such retained Confidential Information shall continue in full force and effect, notwithstanding any other termination of this Agreement.

6. Client Responsibilities. Client has sole responsibility and liability for: (a) establishment and operation of its plans; (b) construing and interpreting the provisions of its plans; (c) deciding all questions of fact arising under its plans; and (d) all fiduciary decisions relating to its plans.

7. Remedies. Without prejudice to any other remedies to which Client may be entitled at law or in equity, in the event of a breach of FRP's warranty under Section 4.1, Client shall provide FRP written notice of non-conforming services within fifteen (15) days of the non-conforming services being performed. If adequate notice was provided to FRP, FRP shall promptly re-perform the non-conforming Services at no additional cost so as to make the Services comply with its representations, warranties and covenants of Section 4.1. If FRP should fail to promptly reperform the Services, Client shall not be obligated to pay for any such deficient Services to the extent they are not re-performed, and shall be entitled to: (i) recover any fees already paid to FRP for such deficient Services to the extent they were not reperformed, provided however, no refund shall be given for any Services which were performed or have been re-performed in compliance with FRP's representations, warranties and covenants of Section 4; and (ii) retain any deliverables resulting from such deficient Services if and only to the extent Client pays all fees for any Services in connection with such deliverables regardless of whether the Services were performed in compliance with FRP's representations, warranties and covenants of Section 4.

8. Authority; Compliance with Laws. Each party represents, warrants and covenants to the other party that (i) it has the authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) FRP and each of FRP's employees, contractors, and subcontractors who perform Services hereunder ("FRP Personnel") have not previously entered into any agreement that would restrict any of such persons in the performance of Services; and (iii) each party shall comply with all applicable foreign and United States federal, state and local laws, rules and regulations in its performance of this Agreement, including, but not



limited to, Florida's E-Verify law found at section 448.095, Florida Statutes.

- 9. <u>Sufficient Rights</u>; <u>Non-Infringement</u>. FRP represents, warrants and covenants to Client that (i) it has sufficient rights to perform the Services on behalf of Client; and (ii) the Services, when performed and used in accordance with the terms and conditions of this Agreement, do not and shall not infringe upon or otherwise violate or misappropriate any Intellectual Property Rights of any third party. "Intellectual Property Rights" means copyrights, patents, trademarks, trade secrets, and other intellectual property rights.
- 10. <u>Publicity</u>; <u>Use of Trademarks</u>. Nothing herein shall be interpreted as granting either party a right or a license to use the trade name, word mark or the trademark of the other party for any reason. Any use of such information must be obtained in writing from the other party.
- 11. Relationship of the Parties. Client and FRP are independent contracting parties. This Agreement shall not create a relationship of principal and agent, partners, joint venturers, or employer and employee.

12. Confidentiality.

"Confidential Information" 12.1 Definition. includes all trade secrets (as defined by Florida law), business information, technical data, or know-how, including, but not limited to, that which relates to a disclosing party's research, hardware, insurance information (including insurance data, premium and policy information, premium spend, broker and insurer information, insurance coverage amounts and limits, historical losses, asset related information), products and services, clients, customers, tenants and tenant financial information, software products, technology, data, data models, data processing systems and techniques, product roadmap,

product platforms, solutions, technical information, trades secrets, business plans, business models and related documentation, support, and services, financial information and other confidential and proprietary information not made available to the general public by disclosing party furnished after the date of this agreement, analyses, compilations, summaries or other documents prepared by the recipient party containing or based upon any such information, copies of any of the foregoing regardless of its form or medium (oral, written, stored in computers, machine readable, electronic or other) ("Confidential Information"). Each party (the "Recipient") acknowledges that it has or may be exposed to Confidential Information of the other party (the "Disclosing Party"), whether or not the Disclosing Party expressly designates any such information to be Confidential Information. Confidential Information shall not include any information (a) that is or becomes publicly known without any breach hereof by the Recipient, (b) that was known to the Recipient prior to any disclosure to it by the Disclosing Party, as shown by the Recipient's written records, (c) that is rightfully received by the Recipient from a third party who is not bound by a confidentiality obligation to the Disclosing Party, (d) that is independently developed by the Recipient without using any of the Confidential Information of the Disclosing Party, or (e) that is required to be disclosed by law.

12.2 Restrictions. Each party forever agrees to hold in confidence and not disclose or utilize for its own or anyone else's benefit any Confidential Information except as necessary in connection with the Services, or as required pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction. Except as expressly authorized herein or in a separate writing signed by the Disclosing Party, the Recipient shall not use, commercialize or



disclose any Confidential Information to any person or entity, except to its own employees or agents having a "need to know" (and who themselves are bound by similar non-disclosure restrictions for purposes of this Agreement), and to such other recipients as the Disclosing Party may approve in writing in advance, provided that all such other recipients shall have first executed the Non-Disclosure Agreement attached hereto as Exhibit C. Each party shall also ensure that all of its officers, directors, employees and independent contractors abide by the terms of this Agreement. The Non-disclosing Party shall protect all Confidential Information of the Disclosing Party from disclosure and unauthorized use in the same manner that it protects its own proprietary and confidential information of like nature, but in no event shall such standard of care be less than reasonable care. The Non-disclosing Party shall not copy the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent except as necessary to perform its obligations under this agreement and to maintain a record of the Confidential Information exchanged pursuant to this agreement, and shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. However, any Confidential Information that is required to be disclosed pursuant to a requirement of a governmental agency or law of the United States of America or a state thereof, or any governmental or political subdivision thereof, may be disclosed, but only to the extent required so long as the party required to disclose the information provides the other party with timely prior notice of such requirement and an opportunity to oppose the disclosure. The parties further agree that each party is and shall remain; the exclusive owner of all of its respective Confidential Information and no license or conveyance of any rights to any Confidential Information is granted or implied under this

Agreement. Upon the termination of this the parties shall return Agreement, Confidential Information to its respective owner.

12.3 Survival. The provisions of this Section 12 shall survive any termination of this Agreement.

13. Indemnification.

To the extent allowed by law:

13.1 General; Personal Injury; Damage to Personal Property. FRP and Client shall each indemnify (a party providing indemnification pursuant to this Article 13 referred to as an "Indemnifying Party") and hold the other party (a party seeking indemnification pursuant to this Article 13 referred to as an "Indemnified Party"), its officers, employees and agents harmless against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injuries or direct damages (not including consequential or punitive damages) arising out of the Indemnifying Party's performance of this Agreement, but only in proportion to and to the extent such liability, loss or expense, attorney fees, or claims for injury or direct damages are caused directly by or resulting from the negligent or intentional acts or omissions of the Indemnifying Party, its officers, employees or agents. The Indemnified Party will provide the Indemnifying Party written notice within thirty (30) days of receiving notice of a claim potentially giving rise to indemnification hereunder and will provide the Indemnifying Party an opportunity to control the defense of such Notwithstanding the foregoing, the Indemnifying Party shall not make any settlement of any claim on behalf of the Indemnified Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed.



13.2 Non-Infringement. FRP and Client shall each indemnify, defend and hold harmless each other from and against any and all claims relating to, or arising out of, any claim alleging that the Services or any deliverable, or the use of any part thereof, when used in accordance with the terms and condition of this Agreement infringes, misappropriates or violates any Intellectual Property Rights of a third party, except to the extent (i) that either party is determined by a court of competent jurisdiction to be responsible for the incident that resulted in such claims, or (ii) such claims result directly from gross negligence or willful misconduct. Both parties shall cooperate as reasonably requested and shall provide any information in its possession with respect to such claims and will provide prompt notice of such claims.

13.3 Breoch of Confidentiality or Security Requirements. Each party shall indemnify. defend and hold harmless each other from and against any and all claims relating to, or arising out of, any breach of Section (Confidentiality), except to the extent (i) either party is determined by a court of competent jurisdiction to be responsible for the incident that resulted in such claims, or (ii) such claims result directly from gross negligence or willful misconduct. Both parties shall cooperate as reasonably requested and shall provide any information in its possession with respect to such claims and will provide prompt notice of such claims.

13.4 Nothing in this Agreement shall limit, revoke, or otherwise modify Client's sovereign immunity under Florida law, including those protections provided under section 768.28, Florida Statutes.

14. Limitation of Liability.

14.1 SUBJECT TO SECTION 14.2, EITHER PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ALL CAUSES OF ACTION, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (INCLUDING THIRD PARTY CLAIMS), SHALL BE LIMITED TO AND NOT EXCEED PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID OR TO BE PAID BY CLIENT PURSUANT TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, OR ANY AMOUNTS REPRESENTING LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOST OR DAMAGED DATA, INTERRUPTION OF BUSINESS ARISING OUT OF THIS AGREEMENT. EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Miscellaneous.

15.1 In General. The parties, without further consideration of any kind, shall each execute and deliver, or cause to be executed and delivered, such other instruments, and take, or cause to be taken, such other action, as shall reasonably be requested by the other party hereto to more effectively carry out the terms and provisions of this Agreement,

15.2 Amendment. This Agreement may not be modified or amended except in writing and duly signed by an authorized representative of each party.



15.3 Governing Law. The construction, interpretation and performance of this Agreement, and the transactions under it, shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflict of laws and choice of law rules, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall subsist solely in Suwannee County, Florida and the Middle District of Florida, Jacksonville Division, the state and/or federal courts located within the State of Florida-

15.4 Force Majeure. Neither FRP nor Client shall be held responsible for any delay or failure in performance under this Agreement arising out of causes beyond its control, or without its fault or negligence. Such causes may include, but are not limited to, fires, terrorist acts, strikes, embargoes, shortages or supplies of raw materials, or components or finished goods, acts of God, acts of regulatory agencies or national disasters.

15.5 Notices. All notices, requests, demands, claims and other communications hereunder ("Notices") shall be in writing. Any Notice hereunder shall be deemed duly given (i) upon receipt if delivered in person; (ii) upon the third business day after being sent if sent by registered or certified mail, return receipt requested with postage thereon prepaid; or (iii) on the next business day if sent by Federal Express or similar overnight courier service; in each case addressed to HIP or to Client at the addresses listed below:

Address for Notices to FRP:

Tom Leek Chief Legal Officer Foundation Risk Partners d/b/a Acentria Public Risk 1540 Cornerstone Blvd, Ste. 200 Daytona Beach, FL 32117 kpowers@foundationrp.com

Address for Notices to Client:

ATTN: Ted L. Roush Suwannee County School District 1740 Ohio Avenue, South Live Oak, FL 32064

ATTN: Leonard Dietzen Rumberger Kirk P.A. P. O. Box 10507 Tallahassee, FL 32302-2507

15.6 Attorney's Fees. In the event of a dispute concerning the terms of this Agreement, any claims arising from this Agreement, or arising out of the relationship created by this Agreement, the prevailing Party, determined by the court or arbiter, shall be entitled to recover, in addition to any other remedy obtained, (i) all attorneys' and paralegals' fees incurred in the investigation and preparation of issues related to the dispute. including investigation preparation for trial and in the trial and appellate proceedings, and (ii) all statutory costs. The prevailing party shall be that party which shall have prevailed on a majority, but not necessarily all, of the material issues which were adjudicated in such proceeding.

15.7 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of the balance of the Agreement or of the offending term or provision in any other situation or jurisdiction.

SCSB 2023-108 (NEW)



15.8 Waiver. The failure of either party hereto to enforce any right under this Agreement shall not be construed to be a waiver of that right, or of damages caused thereby, or of any other rights under this Agreement

15.9 Counterparts. This Agreement may be executed in any number of counterparts, which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or electronic means shall be effective as delivery of a manually executed counterpart.

16.0 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and no terms, conditions or provisions other than those expressly contained herein shall be deemed to be part of this Agreement. This Agreement supersedes any and all prior agreements, covenants, arrangements, representations communications, and/or warranties with respect to the subject matter of this Agreement.

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Exhibit A -- Services

See attached RFP #23-202 Acentria Public Risk Response

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Exhibit B - Pricing

Acentria Public Risk's goal is to bring clarity and transparency to Suwannee County School District's benefits spend, while providing best in class services and plan administration. There is no hourly charges or fees based on staff level or travel, and no limit to the number of onsite meetings with your employees and staff. We are proposing the following remuneration:

Self-Funding Health Insurance Program

\$10.00 PEPM

• All other lines of insurance coverages

Standard Commission

Annual remuneration not to exceed \$150,000

Our proposed fee includes all Scope of Services as detailed in the School Board's RFP and our response including:

- Actuary Services including the annual state filing per FS.112.08
- Online HR library and on demand HR services (AcentriaHR)
- Client Portal 24/7 online risk management and compliance resource center
- ACA reporting assistance
- CMS Medicare Part D reporting
- Online enrollment system (Explain My Benefits) additional technical financial support from carriers.

It is important to note that Acentria Public Risk does not participate in any provider relationships that would prevent us from acting independently and providing objective advice and guidance. We practice full disclosure relating to all compensation. Acentria Public Risk is an independent agency, not affiliated with any particular insurance companies, third party administrators or provider networks.



Client Acknowledgement

Please confirm your understanding of the letter agreement by executing two (2) original copies of this document and returning it to us at the address indicated in the letter within ten (10) business days.

SUWANNEE COUNTY SCHOOL BOARD	
Signature of Authorized Representative Jerry Taylor Print Name of Authorized Representative Board Chairman Title of Authorized Representative	Date
Signature of Authorized Representative Ted L. Roush	Date
Print Name of Authorized Representative Superintendent of Schools	"Approved as to Form and Sufficienc BY Leonard J. Dietzen, III
Title of Authorized Representative	Rumberger, Kirk & Caldwell, P.A. Suwannee School Board Attorney
FOUNDATION RISK PARTNERS, CORP. d/b/a According to the second state of Authorized Representative	Date
Print Name of Authorized Representative	License No.
Title of Authorized Representative	

HIPAA Business Associate Agreement

between

Acentria Public Risk, A Foundation Risk Partners, Corp. Company

and

Suwannee County School Board

BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is entered into this February 1, 2023, by and between Suwannee County School Board (hereinafter the "Covered Entity"), and Acentria Public Risk, A FOUNDATION RISK PARTNERS, CORP. COMPANY, a Delaware corporation (hereinafter the "Business Associate").

WHEREAS, This Agreement is intended to comply with the applicable provisions of 45 CFR Parts 160 and 164, subparts A and E (the "Privacy Rules") and 45 CFR Parts 160 and 164, subpart C (the "Security Rules"), issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), as supplemented and amended by the privacy provisions of Subtitle D of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, at 42 U.S.C. §17921 et seq ("ARRA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HHS"), which statute and regulations collectively may be referred to as "HITECH.";

WHEREAS, Covered Entity is a group health plan as defined in 45 CFR 160.103;

WHEREAS, Business Associate is an insurance broker that provides consulting services to plan sponsors and group health plans on matters related to employee benefits;

WHEREAS, Business Associate has been retained by the Covered Entity to perform a function or activity on behalf of the Covered Entity and Business Associate recognizes that in the course of performing services for the Covered Entity, it will have access to, create, and/or receive from the Covered Entity Protected Health Information ("PHI") relating to health plans of the Covered Entity, which PHI shall be the property of the Covered Entity. For purposes herein, PHI shall be limited to the information created or received from the Covered Entity or on its behalf by Business Associate. Whenever used in this Agreement, other capitalized terms shall have the respective meaning set forth below, unless a different meaning shall be clearly required by the context. In addition, other capitalized terms used in this Agreement, but not defined herein, shall have the same meaning as those terms are defined in the Privacy Rules and Security Rules or in HITECH;

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the HIPAA Privacy and Security Rules; and

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. **Definitions:** For purposes of this Agreement:

a. "Applicable Law" will include HIPAA, the Privacy and Security Rules, and HITBCH, as amended and in effect from time to time. Applicable Law may include any state privacy laws specifically made applicable to this Agreement pursuant to any addendum added to this Agreement and expressly incorporating this Agreement, as agreed to by the parties from time to time.

- b. "Business Associate" will include the Business Associate and all successors and assigns, affiliates, subsidiaries (as applicable), and related companies of the Business Associate, including any contract service providers retained by the Business Associate to assist in its performance of services for the Covered Entity.
- c. "Designated Record Set" will have the same meaning given to the term "designated record set" in 45 C.F.R. § 164.501.
- d. "Discovery" means that a Breach becomes known, or should reasonably have become known, to the Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the Business Associate), and the Discovery is deemed to have occurred on the first day such Breach was so known or should reasonably have been so known, in accordance with Section 13402(c) of the ARRA and 45 C.F.R. § 164.410(a)(2).
- e. "Individual" will have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- f. "Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- g. "Protected Health Information" ("PHI") will have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by the Business Associate from, on behalf of or otherwise in connection with its services for the Covered Entity.
- h. "Representative" will include the Business Associate's officers, directors, designated authorized employees, managing members (as applicable), trustees, general partners (as applicable), Subcontractors and financial and legal advisors.
- i. "Required by Law" will have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- "Secretary" will mean the Secretary of the U.S. Department of Health and Human Services or such official's designee.
- k. "Breach" means, as provided under Section 13400(1) of ARRA and 45 C.F.R. § 164.402, the unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. Breach does not include:
 - a. Any unintentional acquisition, access or use of PHI by an employee or individual acting under the authority of a Covered Entity or Business Associate if:
 - Such acquisition, access or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the Covered Entity or Business Associate; and

- Such information is not further acquired, accessed, used or disclosed by any person;
- Any inadvertent disclosure from an individual who is otherwise authorized to access PHI at a facility operated by a Covered Entity or Business Associate to another similarly situated individual at the same facility; and
- c. Any such information where the Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- 1. "Security Rules" will mean the Rules on Security Standards at 45 C.F.R. Part 160 and Part 164, Subpart C as they apply to electronic PHI.
- m. "Subcontractor" will have the same meaning as the term "subcontractor" in 45 CFR § 164.103.
- n. "Transaction" will have the same meaning as the term "transaction" in 45 CFR § 164.103.
- o. "Unsecured PHI" means, in accordance with Section 13402(h) of ARRA and 45 C.F.R. § 164.402, PHI that is not secured through the use of technology or methodology specified by guidance in HTTECH from time to time, but absent such guidance, then Unsecured PHI shall mean PHI that is not secured by a technical standard that is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, which standard renders the PHI unusable, unreadable or indecipherable to unauthorized individuals.
- 2. <u>Confidentiality</u>. At all times, both during and after the termination of its relationship with the Covered Entity for any reason, the Business Associate and its Representatives will not use, disclose, or give others any of the PHI in any manner whatsoever, except as provided in Sections 3 and 4 of this Agreement and as consistent with Applicable Law, and will hold and maintain the PHI in confidence or destroy PHI if feasible.

3. Permitted Uses and Disclosures by Business Associate.

- a. Except as otherwise limited in this Agreement or by Applicable Law, the Business Associate may use or disclose PHI on behalf of, or to provide services to, the Covered Entity for the purposes set forth in its service agreement with the Covered Entity or as otherwise set forth on Appendix A. To the extent practicable, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request. Notwithstanding the foregoing, Covered Entity will not request that Business Associate use or disclose PHI in any manner that would not be permissible under Applicable Law if such disclosure or use were done by the Covered Entity itself.
- b. The Business Associate further agrees to document any disclosures of PHI and the information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to provide such documentation to the Covered Entity upon request and in the time and manner directed by Covered Entity.
- c. In the event that Business Associate maintains PHI in a Designated Record Set in paper or electronic form, Business Associate agrees to provide access to such PHI that it maintains in a

Designated Record Set to the Individual to whom the PHI relates at the request of Covered Entity in accordance with 45 CFR § 164.524, in the time and manner directed by Covered Entity. Furthermore, at the request of Covered Entity, Business Associate agrees to make amendments to PHI that it maintains in a Designated Record Set as directed by Covered Entity and to incorporate any amendments to PHI in accordance with 45 CFR § 164.526, in the time and manner directed by Covered Entity.

- d. The Business Associate will require Subcontractors who create, receive, maintain or transmit PHI on behalf of the Business Associate, to have a written agreement with the Business Associate, to comply with the provisions of the Security Rule and apply the same restrictions, requirements, and conditions that apply to the Business Associate with respect to PHI.
- e. The Business Associate may disclose PHI to its agents, and other Representatives with a bona fide need to know such PHI, but only if, prior to such disclosure, such Representatives provide reasonable assurances in writing that they will agree to the same restrictions and conditions that apply to the Business Associate with respect to such PHI, and only to the extent directly related to and necessary for the performance of services for the Covered Entity.
- f. The Business Associate and its Representatives shall (i) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI (including electronic PHI) that it creates, receives, maintains, or transmits on behalf of the Covered Entity; (ii) to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law, as required by 45 C.F.R. § 164.504(e)(2)(ii)(B); (iii) report to the Covered Entity any security incident, complaint, governmental investigation or legal process of which it becomes aware concerning PHI (including electronic PHI); and (iv) access, use and disclose PHI only to the minimum extent necessary to provide services to the Covered Entity and meet its legal obligations.
- g. The Business Associate shall not use or disclose Genetic Information for underwriting purposes as prohibited by the HIPAA rules.
- h. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to provide data aggregation services to Covered Entity.
- i. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may disclose PHI for such purposes provided that (i) such disclosures are required by law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- j. To the extent Business Associate is to carry out one or more Covered Entity obligations under 45 C.F.R. Part 164 Subpart E, Business Associate shall comply with the requirements of that Subpart that apply to the Covered Entity in the performance of such obligation.
- 4. Required Disclosures and Use. The Business Associate may disclose the PHI revealed to it by the Covered Entity if and to the extent that such disclosure is required pursuant to Applicable Law. Further, the Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Covered Entity available to the Secretary, as requested by the Covered Entity or designated by the Secretary, for purposes of the

Secretary determining the Covered Entity's compliance with Applicable Law. No attorney-client or other legal privilege or the work product rule shall be deemed to have been waived by virtue of this obligation.

In the event that Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party arising out of or in connection with this Agreement, including, but not limited to, any unauthorized use or disclosure of PHI, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity and afford Covered Entity the opportunity to exercise any rights it may have under law.

- 5. Required Notice to the Covered Entity. The Business Associate will report to the Covered Entity any use or disclosure of PHI otherwise than as provided by this Agreement as promptly as practicable and not more than fourteen (14) days after becoming aware of such use or disclosure of such PHI. Business Associate shall make reasonable efforts, and cooperate with the Covered Entity, to mitigate any harmful effects arising from any improper use and/or disclosure of PHI.
- 6. <u>HITECH Obligations</u>. Business Associate acknowledges and agrees that, as of the applicable effective dates for such provisions, Business Associate shall comply with each provision of the American Recovery and Reinvestment Act of 2009 ("ARRA") that extends a HIPAA Privacy Rule or Security Rule requirement to business associates of HIPAA covered entities.

In particular, but without limitation, Business Associate:

- a. Shall report to Covered Entity any Breach of Unsecured PHI without unreasonable delay and, in no case, more than fourteen (14) days after Discovery to the Covered Entity's Privacy Officer. Business Associate will treat a Breach of Unsecured PHI as being discovered in accordance with 45 CFR § 164.410. If a delay is requested by law enforcement in accordance with 45 CFR § 164.412, a delay in notifying the Covered Entity is permissible for the applicable time period requested by law enforcement. The Business Associate's report regarding a Breach of Unsecured PHI will include the following:
 - 1. Identifying the nature of the breach (including the date of the breach discovery of the breach and a description of how the breach occurred).
 - 2. Identify the type of PHI that was involved in the breach.
 - Identify the corrective action or investigation action the Business Associate took of will take to prevent future breaches, and/or mitigate harmful effects, and to protect against breaches.
 - 4. Provide other required information, including a written report and risk assessment under 45 CFR § 164.402.

The parties agree that the Business Associate may provide notice to individuals and/or any governmental agencies (including but not limited to the US Department of Health and Human Services Office of Civil Rights) in the event of a HIPAA breach, at Covered Entity's sole discretion.

b. Shall not directly or indirectly receive remuneration in exchange for any PHI of an individual without Covered Entity's prior written approval and notice from Covered Entity that it has obtained from the individual a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by Business Associate. The foregoing shall not apply to Covered

Entity's payments to Business Associate for services delivered by Business Associate to Covered Entity.

7. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitation(s) in its privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to with any Individual in accordance with 45 CFR § 164.522, and any changes thereto, to the extent that such restriction or change may affect Business Associate's use or disclosure of PHI.
- d. Covered Entity shall comply with Applicable Law regarding its access to, handling and disclosure of PHI, and shall not ask the Business Associate to make any uses or disclosures of PHI that are not permitted by Applicable Law.
- 8. <u>Permissible Requests by Covered Entity.</u> Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity, except that Business Associate shall be permitted to use PHI as set forth in this Agreement.
- 9. <u>Disclosure to Employees of the Parties</u>. The Covered Entity and the Business Associate have listed their respective HIPAA Privacy Officers below. Except with respect to required disclosures under Section 4, above, the parties acknowledge and agree that all PHI transferred between them shall only be transmitted between such employees or other designated persons (for proper purposes and by such means) as are duly authorized to handle such PHI under the HIPAA privacy policies and practices of each respective party. Any questions regarding who is authorized to handle PHI on behalf of a party shall be directed to the Privacy Officer of that party.

The Privacy Officer of the Covered Entity is Teresa Jones

The Privacy Officer of the Business Associate is Alex Doberstein

Any change in such Privacy Officer shall be promptly communicated in writing to the other party by either the outgoing or incoming Privacy Officer or by an officer of that party. If the Covered Entity or Business Associate so desires, or upon request of the other party, it may provide a written list identifying which personnel are authorized under its privacy policies and practices to transmit PHI to the other party, receive PHI from the other party, or direct the other party with respect to PHI. Any such list shall be duly updated in writing to the other party promptly as it changes.

10. Term/Termination.

a. Term. This Agreement shall be effective as of the later of (i) the effective date of this Agreement, (ii) such later effective date of the Privacy Rule, or (iii) the date set forth above, and shall

terminate as provided in Section 10 or upon thirty (30) days written notice by the Covered Entity or the Business Associate.

- b. Termination for Cause by Covered Entity. This Agreement may be terminated by the Covered Entity upon 15 business days written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Sections 2-6 of this Agreement and such breach is not cured within such 15 day period; provided, however, that in the event that termination of this Agreement is not feasible in the Covered Entity's sole discretion, Business Associate hereby acknowledges that the Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.
- c. Termination for Cause by Business Associate. Effective February 17, 2010, this Agreement may be terminated by the Business Associate upon 15 business days written notice to the Covered Entity in the event that the Covered Entity breaches any provision contained in Sections 7 or 8 of this Agreement and such breach is not cured within such 15 day period; provided, however, that in the event that termination of this Agreement is not feasible in the Business Associate's sole discretion, Covered Entity hereby acknowledges that the Business Associate shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

d. Effect of Termination.

- 1. Upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI (in all forms) received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of Subcontractors, agents or other Representatives of Business Associate. Business Associate shall retain no copies of the PHI.
- 2. In the event that Business Associate determines that returning or destroying certain PHI is infeasible, Business Associate shall retain that PHI and provide to Covered Entity written notification of the conditions that make such return or destruction infeasible. Business Associate will continue to extend the protections of this Agreement to such retained PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.
- 11. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies or obligations whatsoever.
- 12. <u>Successors and Assigns.</u> This Agreement and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of the Business Associate hereunder are not assignable
- 13. Remedies. The parties acknowledge that breach of Sections 3 through 8 of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if either party has actual notice of an intended breach, such party shall be entitled to a remedy of specific performance and/or injunction enjoining the other party from violating or further violating this Agreement. The parties agree the election of the party to seek injunctive relief and or

specific performance of this Agreement does not foreclose or have any effect on any right such party may have to recover damages.

14. Notices. All notices, requests, consents and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient, (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), (c) when the recipient of an electronic mail acknowledges receipt of the electronic mail, or (d) four (4) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to the Covered Entity:

Suwannee County School Board

1740 Ohio Avenue, South Live Oak, FL 32064

If to the Business Associate:

Acentria Public Risk,

A Foundation Risk Partners, Corp. Company

1540 Cornerstone Blvd., Suite 200 Daytona Beach, Florida 32117

- 15. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.
- Modifications and Amendments. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time to enable Covered Entity to comply with the requirements of the Privacy Rules, the Security Rules and HITECH. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the parties hereto and any such amendment will comply with the requirements of Applicable Law.
- 17. Severability. The parties intend this Agreement to be enforced as written. However, (i) if any portion or provision of this Agreement will to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (ii) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, the Covered Entity and the Business Associate agree that the court making such determination will have the power to reduce the duration of such provision, and/or to delete specific words and phrases, and in its reduced form such prevision will then be enforceable and will be enforced.
- 18. <u>Interpretation.</u> The parties hereto acknowledge and agree that both (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party and (ii) the terms and provisions of this Agreement, will be construed fairly as to all parties hereto and not in favor of

or against a party, regardless of which party was generally responsible for the preparation of this Agreement. Any ambiguity in this Agreement shall be resolved in favor of a meaning that furthers compliance with Applicable Law. The parties agree to amend this Agreement from time to time as necessary for the parties to comply with the requirements of Applicable Law.

- 19. Regulatory References. A reference in this Agreement to a section in the Applicable Law means the section as in effect and any amendments thereto.
- 20. <u>Survival.</u> The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4 (Required Disclosures) and 10(d) (Effect of Termination) shall survive termination of the Agreement indefinitely.
- 21. Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.
- 22, No Walver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.
- 23. Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to conflicts of laws to the extent that the provisions of HIPAA, the Privacy Rules, Security Rules, and HITECH and its implementing regulations do not preempt the laws of the State of Florida.

In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the Privacy Rules, Security Rules, as may be expressly amended from time to time by HHS or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties, the interpretation of HHS, such court, or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence. Where provisions of this Agreement are different from those mandated by the Privacy Rules, Security Rules, or HITECH but are nonetheless permitted by the Privacy Rules, Security Rules, or HITECH, the provisions of the Agreement shall control.

- 24. <u>Counterparts.</u> This Agreement may be signed in counterparts, which together will constitute one agreement.
- 25. <u>Relationship of the Parties.</u> Covered Entity and Business Associate agree that Business Associate's services hereunder are being carried out as an independent contractor and not as an employee or agent of the Covered Entity.

(The balance of this page is intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives or officers, effective as of the date first listed above in the preamble to this Agreement.

COVERED ENTITY:

Signature

Jerry Taylor School Board Chairman Suwannee County School Board

Signature

Ted Roush Superintendent Suwannee County School Board

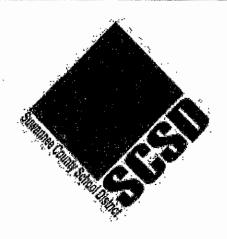
Approved as to legal form and sufficiency by:

Signature

Leonard Dietzen Attorney Suwannee County School Board

BUSINESS ASSOCIATE:

Alex Doberstein
Vice President / Benefits Resource Leader
Acentria Public Risk
A Foundation Risk Partners, Corp. Company



Health Insurance Brokerage and Consulting Services RFP #23-202

DUE DATE: January 5, 2023, AT 2:00 PM

ORIGINAL

Co-Lead Consultant
Bruce Tillman
(386) 362-4724
bruce@jordanagency.com

Co-Lead Consultant
Mike Carraway
(850) 845-0486
Mike.Carraway@Acentria.com



Insuring One Generation to the Next

1416 Ohio Avenue Live Oak, FL 32064



A FOUNDATION RISK PARTNERS COMPANY

4364 Gulfstarr Drive Destin, FL 32541

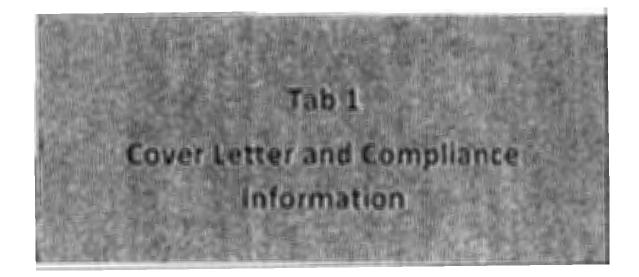
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3.1.2. - Provide a cover letter indicating your company's understanding of the requirements/scope of services of this specific response. The letter must be a brief formal letter from the Proposer that provides information regarding the company's interest in and ability to perform the requirements of this RFP. Clearly demonstrate your familiarity with the RFP. Unless specific exceptions are noted in the response to this package, all terms and conditions contained in the response are considered to be accepted by the proposer. A person who is authorized to commit the Proposer's organization to perform the services included in the response must sign the letter. Please provide a list of all persons authorized to give presentations. Please provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses. The prospective Proposer hereby certifies, by submission and signature of this letter, represents complete and unconditional acceptance of the requirements, terms and conditions of this solicitation and all appendices and any Addendum released hereto.

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January 5, 2022 Suwannee County School Board Ms. Marsha Brown, Chief Financial Officer 1740 Ohio Ave. South Live Oak, FL 32064



RE: Request for Proposals #23-202 Insurance Brokerage and Consulting Services

Dear Ms. Brown and Members of the Evaluation Committee,

On behalf of Acentria Public Risk, we would like to thank you for the opportunity to respond to the solicitation "Request for Proposals #23-202 Insurance Brokerage and Consulting Services". We look forward to your review of the enclosed response.

Acentria Public Risk will serve and partner with Suwannee County School Board ("School Board") in helping to execute the Schools Board's goal of procuring the very best Employee Benefits insurance program now and into the future. Acentria will provide local hands-on services from our office in Live Oak, FL as well as our office in Daytona Beach, FL. Our aim is to develop a trusted partnership that feels like a true extension of staff; a partnership that understands, develops, and provides solutions to your needs. Our team is collaborative, creative, and has the proven technical knowledge and capabilities to deliver best in class services while driving down costs. Acentria Public Risk will focus on the following key areas of concern:

- 1. Design, negotiation, implementation, and maintenance of an employee benefits insurance program acceptable to the School Board on a mutually agreed upon, transparent fee.
- 2. Executing the strategic employee benefits goals of Mr. Roush, Ms. Brown, Board, and staff,
- 3. Increase plan utilization/participation, decrease average claims per enrolled, improve plan performance.
- 4. Provide extraordinary customer service from a single point of contact.
- 5. Leverage our resource, self-funding, and self-insurance pool expertise to bring new markets, innovation, and insurer competition to the School Boards' benefits program to drive down costs.
- 6. Deploy senior specialists to improve and provide alternatives to your program: including Board meeting support, presentations, claims advocacy, stop loss brokerage, pharmacy benefits management (consulting, clinical, & contract review), specialty drug audit spends, wellness, compliance, and employee/retiree education meetings.
- Deploy our technology specialist resources: benefits administration/onboarding, client portal, claims trend analysis, benchmarking, high-cost claim audit, access to Acentria HR Live, and more.

As a partner with the School Board, we wish to make it clear that we will serve you, not insurance companies. We are committed to perform and exceed the "Scope of Work" outlined in this RFP.

Bruce Tillman, VP

Bru ORD

Agent and Local Office Leader

The Jordan Agency/Acentria Insurance

1416 Ohlo Avenue, Live Oak, FL 32064

Mike Carraway, VP

Michael JShow Lawrence

Agent-Large Benefits/Self-Funding Leader

Acentria Insurance

4634 Guifstarr Drive, Destin, FL 32541

17016 Chio Avente Nye 03ko FISSV064 /(centria

Cover Letter-Executive Summary Highlights

Acentria's Unique Value Proposition

Brokerage

- Top 15 national broker, coupled with local office based in Live Oak, FL
- Only broker in FL to have access to 2 FL health insurance pools
- Extensive self-insurance and pooling experience
- Strategic partnership with the FL School Board Insurance Trust.
- Fully transparent pricing
- Premium volume >\$4.3 billion
- Unrivaled ability to create insurer competition and lower costs
- If selected, committed to mobilize all resources and team needed to transition in 45 days. We act fasti
- Tier 1 status with all health insurers
- 500+ self-funded clients
- Acentria has an exclusive health insurance pool, Well-Life located in Lakeland, FL
- Independent & vendor agnostic-we do not own any intermediary/wholesale brokers or thirdparty administrators (TPA's).
- Saved \$millions for our self-funded clients by auditing ASO, PBM, and utilizing in house specialist resources to drive vendor competition, alternative pool programs, negotiation, and specialty drug carve outs. Please see page 148 for case studies and testimonial letters

Okaloosa County School District

\$5 Million Savings

2022 Ronewal Results:

Health insurance moved from fully insured to a self-insured plan, potential savings of \$4.8M.

Medicare Advantage savings of \$820 per month per retired with benefit enhancements.

Dental insurance negotiated savings of \$13,096.

City of Miami Beach

\$2.5 Million Sayed

2021 Renewal Results:

Stop Loss: Negotiated 2021 renewal to a 0% with dividend, \$415k savings.

Rx Program: analyzed contract and provided a detailed analysis to improve terms, without changing PBM, \$960k net savings

Medicare Advantage: evaluated Medicare Advantage option for retirees providing a 54% - 71% cost savings projected, \$1M - \$2.2M.

Diabetes Prevention Program providing a total savings of \$67K

Cover Letter-Executive Summary Highlights continued

Acentria's Unique Value Proposition

We Speak "Public Entity"

- Public sector executive team has served in both State and City government
 - ➤ Governor's Office
 - Mayor of Royal Palm Beach
 - > Our Chief Legal Officer is a current member of the FL House of Representatives
- Director of Member services of Florida League of Cities sponsored FL Municipal Insurance Trust
- Developed largest property asset recovery program for over 200 Cities in FL
- Provided risk management programs to over 500 public entities of all sizes
 - State University System
 - Municipalities
 - Counties
 - > School Districts
 - > Single purpose special districts
- Team has 100+ years of public sector employee benefits experience, including large and complex self-funded public agencies both on broker side as well as carrier side (FL Blue).

Extraordinary Customer Service

- Dedicated Agent, single point of contact
- Extension of staff, supporting School Board staff
- Collaborative team approach draws on the strength of each team member
- Corporate culture aligned to work as a team
- VIP customer experience
- Service timelines, stewardship reports
- Decision support for staff
- Available for onsite meetings, School Board meetings, face to face with employees, dependents, and retirees out of our office in Live Oak, FL

Claims (in house)

- Chief legal officer (attorney) is also a FL Legislator, keeping us apprised of legislative concerns that may impact our clients and insurance industry
- Claims advocacy and ability to push back on insurers when necessary
- After hours availability for claims resolutions
- Employment & labor issues
- Claims auditing, IBNR, trends, benchmarking, and modeling retention levels

Specialist Resources (in house) confirm with Kim and Jennifer about pricing

- Wellness coordinator is a registered nurse
- Doctor of Pharmacy for contract review, specialty drug audit and spend
- Pharmacy benefits (consulting, clinical, & contract review)
- RX innovation, management, carve out, audits
- ASO audit team

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Cover Letter-Executive Summary Highlights continued

Acentria's Unique Value Proposition

Specialist Resources (in house) continued

- Self-funding expertise
- Stop loss broker for maximizing stop loss coverage
- Compliance and attorney on staff
- Acentria HR Live provides real time HR specialists to get decision support, guidance, and best practices

Wellness, Education, and Communications (in house)

- RN Wellness Coordinator to manage and optimize wellness funds/resources
- Results based wellness and employee pricing differentials
- On-site physicals
- Population health management
- All benefits guides printed in house and fully customizable
- Experience with self-funded agencies utilizing local primary clinics
- Acentria is committed to education, wellness, and communication to help improve employee health & drive down School Board costs.

Benefits Administration System & Technology (in house)

- Acentria technology team can work with the current School Board benefits administration system or provide alternatives as directed by School Board.
- Acentria technology team will also provide full onboarding to Employee Navigator or another system if directed by School Board.
- Complimentary web-based benefits administration system with full back-end support, 365 days/year
- 100% vendor agnostic, with deep understanding of multiple benefits administration systems and data feed integration, API
- School Board administrative staff & non administrative staff will have single point of contact for Q&A, onboarding, orientation (if needed/as needed).
- Claros Analytics, a funding decisions and deductible clarity support tool that utilizes real-time and historical data to help make crucial funding decisions.
 - Actuarial assistant
 - Risk Decision support
 - > Claros Reserve, builds refined actuarially sound IBNR easily and quickly
 - Benchmarking

Client Portal (in house)

- Dedicated client portal for direct access to compliance resources
- Vast library of tools, services, including OSHA log templates, job descriptions, salary benchmarking, learning management system, wellness promotion and toolkits
- Documents on-demand
- Comprehensive guide to Federal legislation, FAQ's, forms, and references
- Documents on Command-web based access to a library of downloadable articles
- Health shop for easy to print newsletters customized for the School Board

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Cover Letter-Executive Summary Highlights continued

Acentria's Unique Value Proposition

Authorized Acentria Presenters

- Bruce Tillman, Daniel Tillman
- Mike Carraway, Gienn Little
- Robin Riley, Jonathan Jallad, Luke Wolkers, Alex Doberstein, Alan Florez, David Lodwick
- PBM Team, Stop Loss Team

Bruce Tillman is responsible for the service team. We operate using a team approach. *Meet your service team:*

Name/Title	Phone		Email
Bruce Tillman, VP Single Point of Contact, Local Office Leader	Direct Cell Fax	(386) 362-4724 (386) 590-0715 (386) 962-4143	Bruce@JordanAgency.com
Mike Carraway, VP Self Funding Leader (Program Design, Negotiation, Placement)	Dîrect Cell	(850) 845-0486 (850) 830-7813	Mike.Carraway@Acentria.com
Robin Riley, SVP Account Executive Client Services Manager	Direct Cell	(386) 281-3767 (386) 852-2032	Robin.Riley@Acentria.com
Gieno Little, VP Self Funding /Large Group Resources	Direct Cell	(850) 686-3329 (850) 686-3323	Glenn.Little@Acentria.com
Daniel Tillman, VP Benefits & Commercial Specialist, Local Office Support	Direct Cell	(386) 362-4724 (386) 590-4653	DanielTillman@JordanAgency.com

END COVER LETTER & EXECUTIVE SUMMARY HIGHLIGHTS

Vendor's Statement of Qualifications (Appendix A)

Appendi	x	Α
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VENDOR'S STATEMENT OF QUALIFICATION

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has Vendor been declared in default of any co	
2. Has Vendor forfelted any payment of perform	ance bond issued by a surety company on any contract? Yes X No
3. Has an uncompleted contract been assigned by	y Vendor's surety company on any payment of performance bond issued to eall contractual obligations thereunder?YesX_No
4. Within the past three (3) years, has Vendor file bankruptcy statutes?YesXNo	d for reorganization, protection from creditors, or dissolution under the
5. Is Vendor now the subject of any litigation in vi	which an adverse decision might result in a material change in the firm's X No
6. Is Vendor currently involved in any state of a fa hostile take-over, either as a target or as a pur	act-finding, negotiations, or resistance to a merger, friendly acquisition, or sucr?YesX_No
7. License Sanctions: List any regulatory or licens Proposer with all state and regulatory agencies N/A	e agency sanctions. The Board may perform a background check on
8. Provide the following financial information: \$ 34,991	*Numbers as of 12/31/21 (in thousands) .
- William Committee of the Committee of	- , , , , , , , , , , , , , , , , , , ,
\$ 1,324,092	Total Assets
\$ 329,339	Net Şales
\$ 24 1 ,826	Market Value of Equity (Common & Preferred Stock)
<u>\$ 1,121,614</u>	Total Liabilities
\$ 149,917	Current Assets
\$ 159,146	Current Liabilities
\$_(39,348)	Retained Earnings
D. Bal	Foundation Risk Partners Corp. dba Jordan Insurance Agency
Authorized Representative's Signature	Company Name
State Of: Florida	County Of: Suwannee

27

ii. Acknowledgement of Business Type (Appendix B)

Αb	per	ndix	В

ACKNOWLEDGEMENT OF BUSINESS TYPE

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and <u>submitted</u> with the bid on the specified due date and time. The undersigned Bidder certifies that this proposal package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this proposal. The Bidder further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this invitation to Bid and that Bidder's proposal is made according to the provisions of the bid and that he/she will meet or exceed the scope of services, requirements, and standards contained in the invitation to Bid.

BUSINESS ADDRESS OF BIDDER: Address 1416 Ohio Ave,
City, State, Zip Code_ Live Oak, Florida, 32064
Telephone No. 386-362-4724 Fax No. 386-362-4143
SIGNATURE OF BIDDER
□ If an Indi∨idual: 'Signature
doing business as
o If a Parlnership:
n If a Partnership: Name of Partnership
ph:
Pariner Signaturo
n If a Corporation; Foundation Risk Partners Corp. Corporate Name
(a C Corporation) in what State is the Corporation Incorporated? Delaware
If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes X No
by: Jeff Lepnard Chlef Financial Officer Title: Signature
Altoot Kimberey Rever (SEAL)
Corporate Secretary
28

i Abio Olito Avenue Live Oak (EL 32064)

(Centine)

NOTARY PUBLIC State Of: FOYICA COUNTY OF: VOUSIA
On this day of XXXXXX AQ, 20 AA, before me appeared (name)as identification sworn, did execute the foregoing
affidavit, and did state that he or she was properly authorized by (name of firm) TRP, to execute the affidavit and did so as his or her free act and deed. FWINDATEN RICK PAYTOWA MICHELE C. COMEZ Notary Public Signature: Was Company Name, Printed, Typed or Stamped: EXPIRES: November 19, 2028
Notary Public Signature: Wall C. Of The Berry Name, Printed, Typed or Stamped: EXPIRES: November 19, 2026
Commission Number:My Commission Expires;
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iii. Statement of Affirmation and Intent (Appendix C)

Appendix C

STATEMENT OF AFFIRMATION AND INTENT

TO;	SUWANNEE COUNTY SCHOOL BOARD, PROCUREMENT DIVISION
PROJE CT :	RFP #23-202 Health Insurance Brokerage and Consulting Services
DATE:	18/28/22

The undersigned, hereinafter called the Proposer, declares that the only persons, or parties interested in their Response are those named herein, that this Response is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of Suwannee County School Board. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

The Proposer certifies that no Board Member, Director, or any Suwannee County School Board Employee directly of Indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this Rasponse. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse of minor child.)

The Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the School. In the event that a conflict of interest is identified in the provision of services, the Proposer agrees to immediately notify SCSB in writing.

The Proposer further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Request for Qualifications and that Proposer's Response is made according to the provisions of the RFQ and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Request for Qualificationss.

The Proposer agrees to abide by all conditions of the negotiation process. In conducting negotiations with SCSB, Proposer offers and agrees that if this negotiation is accepted, the Proposer will convey, sell, assign, or transfer to SCSB all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-frust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by SCSB. At the School's discretion, such assignment shall be made and become effective at the time the School tenders final payment to the Proposer. The Response constitutes a firm and binding offer by the Proposer to perform the services as stated.

Proposer acknowledges that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

The signer of this Response guarantees, as evidence of the sworn affidavit required herein, the truth and accuracy of all statements and information hereinafter provided. The undersigned hereby authorizes any public official, surety company, hank depository, material, or equipment manufacturer or distributor or any person or firm or corporation to furnish any pertinent information requested by Suwannee County School Board or their representative, deemed necessary to verify the information provided and statements made regarding the standing and general reputation of the applicant.

P. Dish	12/28/28
ignature of Authorized Firm Representative	Date

Ross Beach, Director of Risk Management rbeach@foundationrp.com
Name and Title of Authorized Firm Representative (Typed)

Foundation Risk Partners Corp. dba Jordan Insurance Agency
Name of Firm (Typed)

1416 Ohio Ave, Live Oak, FL 32064

Address, City, Zip

386-362-4724

Telephone Number

386-362-4143

Sworn to and subscribed beforeme this 28th day 2000 of 2697.

Michaele C. Gomes

Public Commission Expiration Date

MICHELE C. GOMEZ MY COMMISSION // HH 430742 EXPIRES; November 19, 2026

iv. Mutual Non-Disclosure Agreement (Appendix D)

Appendix D

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "Agreement") is made and entered into as of 12/28/2022 by and between Suwannee County School Board, a state of Florida entity, and (referred to from this point as "Company"). Suwannee County School Board (SCSB) and the Company agree Foundation Risk Partners Corp. as follows:

- dba Jordan Insurance Agency

 1. Purpose. The parties wish to explore a business apportunity of mutual interest and in connection with this opportunity, each party may disclose to the other certain confidential technical and business information that the disclosing party desires the recoving party to treat as confidential.
- 2. "<u>confidential information</u>" means any information disclosed by either party to the other party, either directly or indirectly, in writing, erally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "proprietary" or some similar designation. Information communicated orally shall be possidered Confidential information if such information in writing as being Confidential information within a reasonable than after the initial disclosure. Confidential information may also include information disclosed to a disclosing party by third parties. Confidential information shall not, however, include any information which: [1] was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; [1] becomes publicly known and made generally available after disclosure by the disclosing party through no action or inaction of the receiving party; [1] is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party; files and records immediately prior to the time of disclosure; [1] is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party from a third party without use of or reference to the disclosing party; Confidential information, as shown by documents and other competent evidence in the receiving party spossession; or (vi) is requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.
- 3. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential information of the other party to third parties or to guch party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or decomplic any prototypes, software or other tengible objects which embody the other party's Confidential information and which are provided to the party hereunder.
- 4. <u>Maintenance of Confidentiality</u>. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who, have access to Confidential information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential information to such employees. Neither party shall make any copies of the Confidential information of the other party unless the same are previously approved in writing by the other party; Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.
- 5. <u>No Obligation</u>. Nothing horein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contamplated by this Agreement concerning the business opportunity.
- 6 No. Warranty, ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS", EAGH, PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
- Return of Materials. All documents and other tangible objects containing or representing Confidential information which have been disclosed
 by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the
 disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request.
- 8. No Ucense. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.
- 9. <u>Term.</u> The obligations of each receiving party horeunder shall survive until such time as all Confidential Information of the other party disclosed harounder becomes publicly known and made generally available through no action or inaction of the receiving party.

20. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

- 51. Solicitation of Employees. Each Party (SCSB and Contractor) agrees that, during the Term of this Agreement and for a period of twelve months following the termination of this Agreement for any reason, such Party shall not, directly of indirectly, on its own behalf for as a representative prany other person or entity, solicit or induce any employee of the other Party to terminate his or her employment relationship or to enter into employment with any other person or entity.
 - 12. <u>Miscalianous</u>. This Agreement may be executed in one of more counterparts, each of which shall be an original and all of which together shall constitute one instrument. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Florida, without reference to conflict of laws principles. In any action arising out of or related to this Agreement, the parties hereto consent to the exclusive jurisdiction and venue in the courts located in the Orange County of Florida, This document contains the entire agreement batween the perities with respect to the subject matter bareof, and neither party shall have any beligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any fallure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date Trist written above.

SUWANNEE COUNTY SCHOOL BOARD

Signature:
Print Name:
Title:
COMPANY: Foundation Risk Partners Corp. dba Jordan Insurance Agency
Signature: P. D. L.
Print Name: Ross Beach
Titlet Director of Risk Management
Phone: 386-362-4724
rbeach@foundationrp.com

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v. Addenda Form/Dispute Resolution Clause (Appendix E)

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Receipts of the following Addenda are hereby acknowledged (list all Addenda as follows):

ADDENDUM NO	1	Deted	12/7/2022
ADDENDUM NO	2	Dated	12/15/2022
ADDENDUM NO	3	Dated	12/15/2022

*Addendum No. 4 Dated: 12/16/2022

Dated this Day <u>18</u> of <u>December</u>

Signature of Owner or Authorized Officer:

Typed Name of Above: Ross Beach

DISPUTE RESOLUTION CLAUSE

In the event a dispute occurs, or a clarification of minor contract terms becomes necessary, please indicate your Proposerrepresentative.

Representative's Name: Bruce Tillman Telephone Number: 386-362-4724

SCSB representative will be the Procurement Director.

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vi. Fair Labor Act/Public Crimes/Federal Debarment Certifications (Appendix F)

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FAIR LABOR STANDARDS ACT - "HOT GOODS"

The undersigned hereby certify that these goods are or will be produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor Issued under section 14 thereof.

The undersigned shall be required to stamp or print such certifications on the involces which covers the resulable goods shipped, and which are furnished to the School District.

Company Official Signature: 2 Paul	
Date: 13/28/22	

PUBLIC ENTITY CRIMES

Par the provisions of Florida Statute 287.133 (2) (A), "A person or affiliate who has been placed on the convicted Vendor(s) list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Vendor(s), supplier, sub-vendor(s) or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287,017 for category two for a period of 36 months from the date of being piaced on the convicted Vendor(s) list."

Company Official Signature: De D
Date: 12/28/22
BD/STREET

FEDERAL DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion.

The prospective lower ther (\$25,000) participant certifies, by submission of this response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower ther participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this response.

Company Official Signatures	Dul	
Date: 12/28/22	······································	

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vii. Drug Free Workplace Certification (Appendix G)

Appendix G

DRUG-FREE WORKPLACE CERTIFICATION

The response preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the responses will be followed if none of the fled Awardee(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining
 a drug-free workplace, any evailable drug counseling, rehabilitation and employee assistance programs,
 and the penalties that may be imposed upon employees for drug abuse violations,
- Give each employee engaged in providing the commodities or contractual services that are under response
 a copy of the statement specified in subsection (1).
- In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or note contenders to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.

Company Official Signature:	D mel	and the state of t
Date: 12/28/23	The state of the s	The state of the s

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141lc@hjoyAventus liive@hjohl 32064

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viii. Public Records Act/Chapter 119 Requirements (Appendix H)

Appendix H

PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS

Suwannee County School Board is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law including:

- Keeping and maintaining public records that ordinarily and necessarily would be required by the Board in order to perform the service.
- Providing the public with access to public records on the same terms and conditions that the BOARD would provide the records and at the cost that does not exceed the cost provided in Chapter 119, Florida Statues or as otherwise provided by law.
- Ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- 4. Meeting all requirements for retaining public records and transfer at no cost to the BOARD, all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the BOARD in a format that is compatible with the information technology systems of the BOARD.

The parties agree that if the contractor fails to comply with a public records request, then Suwannee County School Board must enforce the contract provisions in accordance with the contract and as required by Section 119.0701. Florida Statues.

Company Official Signature: P. Deed.

Data: 13/28/33

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ix. Insurance Certificate (See Section 6.11.2)

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centria taeurance - Deetin 334 Guifstarr Drive estin, Fl. 32541		(AC; No, Ext): (850) 6	***************************************	······································	(850) 892-0320
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1640 Cornerstone Blyd, Sulte 204 Daytona Beach, FL 32117)	INSURER D ;			, , , , , , , , , , , , , , , , , , , ,
		INSURER E :			
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Suwannee County School Board 1740 Ohio Avenue South Live Oak, FL 32064		8HOULD ANY OF THE EXPIRATION ACCORDANCE WI	THE ABOVE I 1 DATE TI THITHE POLI	DESCRIBED POLICIES BE C HEREOF, NOTICE WILL CY PROVISIONS.	ANCELLED BEFORE BE DELIVERED IN
የተለል <i>ስላህ[†] </i>	AUTHORIZED REPRESE				

1446 Onio Avenue. Bive oekorje: 2064

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Description of Operations/Locations/Vehicles: Corporate Syrreigies Group, LLO Milhalium Asset Management, Inc. Loyd B. Berkett Insurance Agency, LLC Bandsky Multilamily Management, LC Bagle Mountain Properties, LLC Bandsky Multilamily Group, LLC Bandsky Agency & Griffin, Inc. The L. Warner Companies, Inc. Bandsky Agency & Griffin, Inc. The L. Warner Companies, Inc. Certificate holder is an additional insured as respects General Liability & Auto Liability, as required by written confract, written agreement or permit. Umbrolis Liability is follow form, Commercial General Liability occurage includes coverage for contractual liability and independent contractors, subject to policy terms and conditions Errors & Omissions deductible \$75,000 per Claim ACORD 161 [2008/81] © 2008 ACORD CORPORATION. All rightle reserved.		CORD FORM.	1987 () 1997 1998 		/r== re=+	*********
Description of Operations/Locations/Vehicles: Corporate Synetytes Group, LLD Millenium Asset Management, Inc. Lloyd 8, Berkett Insurance Agency, Inc. American Habitational Properties, LLC Bitlesky Multifamity Management, LLC Gettiess Multifamity Management, LLC Gettiess Multifamity Group, LLC Gettiess Footier is an additional insured as respects General Llability & Auto Llability, as required by written contract, written getteement or permit, Umbrolia Llability is follow form, Commercial General Llability overago includes coverage for contractual liability and Independent contractors, subject to policy terms and conditions Errors & Omissions deductible \$75,000 per Claim ACCRD 161 [2008/81] © 2008 ACCRD CORPORATION. All rightie reserved.		,				
***************************************	Corporate Synergies Group, LLC Millianium Asset Management, Inc. Lloyd S. Berkett Insurance Agency, Inc. American Habitational Properties, LLC Bluesky Multifamily Management, LLC Eagle Mountain Properties, LLC Fortress Multifamily Group, LLC Harbor Management Group, LLC Harbor Management Group, LLC Homeland Management, LLC Sander, Jacobs, Cassayre & Griffin, Inc. The L. Warner Companies, Inc. Foundation Real Estate Purchasing Group, LLC Insurance Office of Central Ohio, Inc. Certificate holder is an additional insured as respect	ts General Lia				
	liability and independent contractors, subject to poli	ns. Commercia	ıl General Liability coverage includes covera	a contract, v	writte tractu	
	iābility and independent contractors, subject to poli	ns. Commercia	al General Liability coverago includes covera	ge for cont	iractu	al

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- 3.1.3. Type of Business (Refer to Appendix B): The Proposer shall Identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, joint venture, etc.) The Proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country. Indicate years in business; changes in ownership; bank reference; and other information to verify financial responsibility.
- a) If the Proposer is a corporation, provide a copy of the certification from the Florida Secretary of State verifying Proposer's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in Florida.



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

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foundation risk partners corp

Search

No Events No Name History

Detail by Entity Name

Foreign Profit Corporation

FOUNDATION RISK PARTNERS, CORP.

Filing Information

Document Number

F17000000884

FEI/EIN Number

81-5191759

Date Filed

02/24/2017

State

Status

ACTIVE

Principal Address

1540 Comerstone Bivd.

Suite 230

Daytona Beach, FL 32117

Changed: 05/14/2020

Mailing Address

1540 Comerstone Bivd.

Suite 230

Daytona Beach, FL 32117

1416@hio/Avenue lajva (deily-lift: 324050

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

FOUNDATION RISK PARTNERS, CORP.

1540 CORNBESTONS BLVD DAY TONA BRACH FL 12117

Agency License Number L100460

Locality Number 301118

(saucd On 09/22/2017

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LETTER OF CERTIFICATION

09/22/2017

POUNDATION RISK PARTNERS, CORP. 1540 CORNERSTONE BLVD DAYTONA BEACH FL. 32117

RE: FOUNDATION RISK PARTNERS, CORP. Licons Number: L100460

The above named corrently holds a ficeuse for the following line(a) of insurance:

Licenses
 Loundi
 Loundi
 Apparatus Nu
This license does not require continuing education.

The Hernese has qualified for the above line(s) of insurance by examination, designation, or experience.

No purson may act as, advertise, or hold kinself or herself out to be an insurance agent or adjuster anless he or she is correctly licensed by the department and appointed by an appropriate appointing ontity or person.

An insurance agency location one only transact insurance in the lines of business that its agents are flowned and appointed to contact.

end of letter no further license information shall appear below this line

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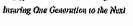
- b) Provide the Federal Employer Identification Number of the Proposer. In the case of a sole proprietorship or partnership, provide the Social Security numbers for all owners/partners. FEIN #: 81-5191759
- c) Principals: The Proposer must provide the name and address of all persons or entities serving or intending to serve as principals in the Proposer's firm.

Jordan Insurance Agency/Acentria Public Risk

Officers:

- Bruce Tiliman Jordan Insurance Agency Owner
- Kevin Mason Acentria Insurance Co-Founder and CEO
- Mitch Weinstein Acentria Insurance Co-Founder and Partner
- Mary Lawless -- Acentria Insurance -- President and COO







Foundation Risk Partners, Corp. ("FRP")

Officers:

- Charles Lydecker President & Chief Executive Officer
- Jeffery Leonard Chief Financial Officer
- Thomas G. Tinsley Chief Administrative Officer
- Benjamin Barbieri Chief Acquisitions Officer
- John Turner Chief Operations Officer
- Thomas J, Leek Chief Legal Officer/Secretary



Jordan Insurance Agency & Acentria Public Risk are wholly owned by Foundation Risk Partners.

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 d) License Sanctions: List any regulatory or license agency sanctions. The Board may perform a background check on Proposer with all state and regulatory agencies.

We affirm that we have no known licensed sanctions.

e) Drug-Free Workplace: If applicable, provide a statement concerning the Proposer's status as a Drug-Free Workplace. (Reference Appendix G) Responses received which are equal with respect to price, quality, and service and that have provided proper certification that a business has implemented a drug-free workplace program, shall be given preference in the award process.

Please see Drug Free Workplace form, Page 19

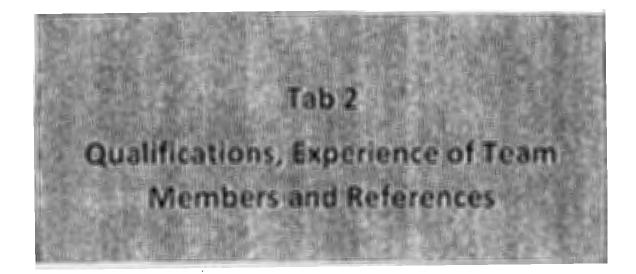
f) Conflict of Interest Statement: See "Statement of Affirmation and Intent" (Refer to Appendix C) included in this package

Please see Conflict of Interest Statement form, Page 13

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Suvvannee Comby StiffooldBoard - Request for Proposal (1225) 202



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3.2. - Summarize the qualifications of the Proposer's project team. Where the project team includes sub-contractors or sub-consultants, qualifications of the proposed sub-contractors or sub- consultants shall also be provided. Past working relationships on similar projects should be indicated. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of SCSB contract.

Acentria Public Risk's team has extensive experience with Florida's public entities. Having focused specifically on supporting Public Sector entities, our team has accumulated a significant amount of work experience relevant to what is necessary to serve the needs of the School Board, their employees and families. We understand public record laws while maintaining familiarity with the constantly changing and complex statutes that apply specifically to governmental organizations and the importance of adhering to benefit offerings relative to employee and union contract negotiations. We will work with the School Board to ensure that all benefit commitments have been considered throughout the renewal negotiations, RFP, evaluation, and implementation process, and that the resulting contracts conform with the School Board's decisions and commitments under any union agreements.

Name of Entity: Gadsden County School Board

Contact name: Melanie King

Title: Finance Director

Telephone Number: (850) 662-2185

Email address: kingmelanie@gcpsmail.com

Contract dates: Current client for over 25 years

Covered Lives: 577+ Employees

Scope of Services:

Acentria Public Risk provides full broker services for Medical, Dental, Vision, and Life insurance benefits including but not limited to employer support services, planning and negotiation, and employee support services.

- Assistance with the development of long-range insurance strategies
- o Assistance in the development of alternative strategies to reduce claims and premium
- O. Consultation as to the probable impact of strategies elected by entity
- O Notification of entity staff as to local, state, and federal regulations and recommendations for compliance as required

4416 Offic Avenue Inve Officials 37064 Accentine)

Client: Okaloosa County School District

Description of Work: Employee Benefits Consulting Services

Dates Covering the Term of the Contract: 2021 - Present

Contact Person and Phone Number: Russ Frakes, Risk Management and Insurance

Phone Number: (850) 833-5823

Detail Proposer's responsibilities and the results of the project:

- Assistance with the development of long-range benefit program strategies.
- Support services surrounding RFPs, compliance, and employee communication
- Assistance in the development of alternative strategies to mitigate claim cost and reduce fixed cost.
- Monthly insurance committee meetings to discuss benefits-related topics.
- Monthly plan performance tracking.
- Assistance with development of future wellness and Population Health Management initiatives.
- Actuarial and financial reporting services IBNR, renewal projections, OPEB/GASB, 112.08, quarterly reviews, and budget tracking.

Results since project inception:

- Health insurance Provided a feasibility study showing the School District would have saved \$19.6M if they
 were self-funded over the last 4 years.
 - Moved from fully insured to self-insured program potential savings of \$4.8M on fixed cost and claim funding.
 - 2. Onsite full-time carrier representative
- Dental insurance managed an informal RFP process and carrier negotiations providing the School District
 with an annual premium reduction of \$13,096 and benefit enhancements as follows:
 - 1. Reducing annual deductible from \$125/375 to \$50/\$150
 - 2. Adding Orthodontic services
 - 3. Improved out of network from a discounted fee to 95% of UCR
- Retiree Program implementing a Medicare retiree program saving the retiree \$820 per monthly
 premium and enhancing their benefits from deductible, coinsurance and copays to \$0 copays on most
 benefits.
- School District's Employee Benefit program enhancements:
 - 1. Short Term Disability Coverage added
 - 2. Long-Term Disability changed carriers to save 20% over current premiums for both employer and employee paid plans
 - 3.4 Adding Accident Plan, Critical Illness and Hospital Indemnity plans

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Client: City of Miami Beach

Description of Work: Employee Benefits Consulting Services

Total Dollar Value of the Contract: \$177,000

Dates Covering the Term of the Contract: 2021 - Present

Client Contact Person and Phone Number: Sonia T. Walthour, JPMA-SCP, (305) 673-7000 Ext 26515

Statement of whether Proposer Is/was the prime or subcontractor: FRP is the prime contractor

Detail Proposer's responsibilities and the results of the project:

- Assistance with the development of long-range benefit program strategies.
- Support services surrounding RFPs, compliance, and employee communication
- Assistance in the development of alternative strategies to mitigate claim cost and reduce fixed cost.
- Ongoing meeting schedule to discuss benefits-related topics.
- Monthly plan performance tracking.
 - Assistance with development of future wellness and Population Health Management Initiatives.
 - Actuarial and financial reporting services IBNR, renewal projections, OPEB/GASB, 112.08, quarterly reviews, and budget tracking.

Results since project inception:

- Negotiated stop loss renewal to a 0% with dividend, \$415k savings.
- Conducted Rx program contract and detailed analysis to improve terms, without changing PBM, \$960k net
 savings projection.
- Evaluated Medicare Advantage option for retirees 54 71% cost savings projected, \$1M \$2.2M.
- Evaluated concierge primary care platform with significant ROI opportunity.
- Evaluated diabetes prevention program with \$67k estimated net annual savings.

Over \$2.5M in projected program savings, before going through a renewal cycle.

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- 3.2.1. In order to be considered for award, Proposer must demonstrate financial stability to SCSB. Proposer must provide at a minimum one of the following:
- a) A Statement from a Certifled Public Accountant certifying the firm's financial stability including information as to current or prior bankruptcy proceedings. OR
- b) Dun & Bradstreet (D&B) Supplier Evaluation Report (SER) or similar type report shall be delivered to the Chief Financial Officer. All costs associated with this report shall be borne by Proposer. OR
- c) Certified Financial Statements Copy of audited financial statement for each of the last two years, by an independent certified public accounting firm or Federal Tax Return for previous years.

Certified Financial Statements, please see our auditied financials on the following pages:

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FRP INVESTORS, L.P. TABLE OF CONTENTS YEARS ENDED DECEMBER 31, 2020 AND 2019

INDEPENDENT AUDITORS' REPORT

CONSOLIDATED BALANCE SHEETS

CONSOLIDATED STATEMENTS OF OPERATIONS

CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY

CONSOLIDATED STATEMENTS OF CASH FLOWS

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

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Ernet and Young, LLP 12920 Gran Bay Parkway Suite 500 Jacksonville, FL 32258

Tel: +1 004 356 4507 ey.com

Report of Independent Auditors

Those Charged with Governance, FRP Investors, L.P.

We have audited the accompanying consolidated financial statements of FRP investors: L.P. and subsidiaries, which comprise the consolidated balance sheet as of December 31, 2020, and the related subsidiaries, which comprise the consultation parameters and consolidated statements of income, changes in stockholders' equity and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these filiancial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or errors.

Auditor's Responsibility

Our responsibility is to express an opinion on these finalitial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the judit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments the auditor considers internal control release to the auditor's procedures. error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity since mal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We helieve that the addit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of FRP Investors, L.P. and subsidiaries at December 31, 2020, and the consolidated results of its their operations and their cash flows for the year then ended in conformity with U.S. generally accepted accounting principles.

Report of Other auditors on December 31, 2019 Financial statements

The consolidated financial statements of FRP investors, L.P. and subsidiaries for the year ended December 31, 2019, were audited by other auditors who expressed an unmodified opinion on those statements on May 05, 2020.

Ernst + Young LLP

April 30, 2021

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FRP INVESTORS, L.P. CONSOLIDATED BALANCE SHEETS DECEMBER 31, 2020 AND 2019

CURRENT ASSETS Cash and Cash Equivalents Restricted Cash Premiums, Commissions, and Fees Receivable, Net Other Receivables Other Receivables Other Receivables Other Current Assets Total Current Assets Total Current Assets NON-CURRENT ASSETS Fixed Assets, Net Intragible Assets, Net Goodwill Goodwill Goodwill Goodwill Goodwill Goodwill Goodwill Total Long-Term Assets Total Assets Total Assets Total Assets Total Assets Total Assets Total Long-Term Assets LIABILITIES Premiums Payable to Insurance Companies Accounts Payable Acc		2020	2019
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Other Receivables 3,335,055 6,187,828 Other Current Assets 5,532,339 5,433,644 Total Current Assets 130,633,960 11,800,437 NON-CURRENT ASSETS 4,940,614 3,611,909 Fixed Assets, Net 250,44,537 182,550,446 Goodwill 637,872,720 435,327,737 Other Assets 775,521 1,589,082 Deferred Tax Asset 903,019,094 623,897,174 Total Long-Term Assets 903,019,094 623,897,174 Total Assets 903,019,094 623,897,174 LIABILITIES AND MEMBERS' EQUITY 200,000 500,185,561 \$ 64,559,116 Accounts Payable 1,391,254 1,478,759 4,478,759 Accounts Payable 1,391,254 1,478,759 4,478,759 Accurred Expenses and Other Current Habilities 5,551,198 1,333,405 Accurrent Portion of Long-Term Liabilities 45,063,652 27,270,413 Total Current Bortion of Long-Term Debt. 4,506,676 2,950,113 Total Current Liabilities 137,348,462 117,341,528 <tr< td=""><td>Restricted Cash</td><td>30,170,606</td><td>26,075,878</td></tr<>	Restricted Cash	30,170,606	26,075,878
Deferred Tax Assets 5,532,339 5,433,644 Total Current Assets 130,633,960 11,800,437 NON-CURRENT ASSETS	Premiums, Commissions, and Fees Receivable, Net		65,928,989
Total Current Assets 130,633,960 11,800,437	OtherReceivables	3,335,095	6,187,828
Total Current Assets 130,633,960 11,800,437	Other Current Assets	5,532,339	5,433,644
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Fixed Assets, Net Intangible Assets, Net Goodwill Goodwil		A A	
Intangible Assets, Net	NON-CURRENT ASSETS	. V. W	A Y
Goodwill	Fixed Assets, Net	4,940,674	3,611,909
Deferred Tax Asset	Intangible Assets, Net	280,474,597	182,550,446
Deferred Tax Asset 908,019,094 623,897,174 Total Long-Term Assets 908,019,094 623,897,174 Total Assets 1,038,663,054 5 735,697,611 LIABILITIES AND MEMBERS' EQUITY	Goodwill	637,827,202	435,327,737
Total Long-Term Assets 908,019,094 623,897,174 Total Assets 1,038,653,054 \$ 735,697,611 LIABILITIES AND MEMBERS' EQUITY CURRENY LIABILITIES Premiums Payable to Insurance Companies \$ 60,185,561 \$ 64,559,116 Accounts Payable 1,391,254 1,478,759 Accrued Compensation and Benefits 19,549,147 11,749,722 Accrued Expenses and Other Current Habilities 5,551,198 1,333,405 Acquisition Earnout Libilities 45,063,626 27,270,413 Revolving Line of Credit - 8,000,000 Current Portion of Long Term Debit 1,506,676 2,950,113 Total Current Liabilities 137,348,462 117,341,528 LONG-Term Liabilities 2,007,079 15,079 Deferred Tay Liabilities 38,927,881 19,800,907 Total Long-Term Liabilities 616,018,285 392,041,096 MEMBERS' EQUITY Members' Interest - Series A-1 Units 172,894,510 152,894,510 Members' Interest - Series A-2 Units 119,809,588 76,649,219 Accumulated Deficits (7,417,791) (3,228,742) Total Members' Equity 285,286,307 225,314,987	Other Assets	775,621	1,589,082
Total Assets LIABILITIES AND MEMBERS' EQUITY CURRENT LIABILITIES Premiums Payable to Insurance Companies Accounts Payable Accounts Payable Accounded Expenses and Other Current Habilities Acquisition Earnout Libilities Acquisition Earnout Libilities Current Portion of Long Term Debit Total Current Liabilities LIABILITIES LONG-Term LIABILITIES Long-Term Debt, Net of Current Portion Non-Current Liabilities Deferred Tay Liabilities MEMBERS' EQUITY Members' Interest - Series A-1 Units Members' Interest - Series A-2 Units Accumulated Deficits Total Members' Equity 285,286,307 226,314,987 Total Members' Equity 285,286,307 226,314,987	Deferred Tax Asset	(1) (2)	818,000
CURRENT LIABILITIES	Total Long-Term Assets	208,019,094	623,897,174
CURRENT LIABILITIES Premiums Payable to Insurance Combanies \$ 60,185,561 \$ 64,559,116 Accounts Payable 1,391,254 1,478,759 Accrued Compensation and Benefits 19,549,147 11,749,722 Accrued Expenses and Other Current Liabilities 5,551,198 1,333,405 Acquisition Earnout Libilities 46,063,626 27,270,413 Revolving Line of Credit - 8,000,000 Current Portion of Long Jerm Debit 4,506,676 2,950,113 Total Current Liabilities 137,348,462 117,341,528 LONG-Term Liabilities 2,027,079 15,079 Deferred Tax Liabilities 2,027,079 15,079 Deferred Tax Liabilities 38,227,881 19,800,907 Total Long-Term Liabilities 616,018,285 392,041,096 MEMBERS' EQUITY Members' Interest - Series A-1 Units 172,894,510 152,894,510 Members' Interest - Series A-2 Units 119,809,588 76,649,219 Accumulated Deficits (7,417,791) (3,228,742) Total Members' Equity 285,286,307 226,314,987	Total Assets	1,038,653,054	\$ 735,697,611
Premiums Payable to Insurance Companies: \$ 60,186,561. \$ 64,559,116 Accounts Payable 1,391,254 1,478,759 Accrued Compensation and Benefits 19,549,147 11,749,722 Accrued Expenses and Other Current Liabilities 5,551,198 1,333,405 Acquisition Earnout Libilities 46,063,626 27,270,413 Revolving Line of Credit - 8,000,000 Current Portion of Long Jerm Debt 4,506,676 2,950,113 Total Current Liabilities 137,348,462 117,341,528 LONG-TERM LIABILITIES 137,348,462 117,341,528 LONG-TERM Liabilities 2,027,079 15,079 Deferred Tay Liabilities 2,572 - Acquisition Earnout Liabilities 38,827,881 19,800,907 Total Long-Term Liabilities 38,827,881 19,800,907 Members' Interest - Series A-1 Units 172,894,510 152,894,510 Members' Interest - Series A-2 Units 119,809,588 76,649,219 Accumulated Deficits (7,417,791) (3,228,742) Total Members' Equity 285,286,307 226,314,987 <td>LIABILITIES AND MEMBERS' EQUITY</td> <td></td> <td></td>	LIABILITIES AND MEMBERS' EQUITY		
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Accrued Compensation and Benefits Accrued Expenses and Other Current Habilities Acquisition Earnout Libilities Acquisition Earnout Libilities Acquisition Earnout Libilities Acquisition Earnout Libilities Acquisition of Credit Current Portion of Long Term Debt Total Current Habilities Long-Term Debt, Net of Current Portion Non-Current Liabilities Long-Term Debt, Net of Current Portion Non-Current Liabilities Acquisition Earnout Habilities Acquisition Earnout Habilities Acquisition Earnout Habilities Members' Interest - Series A-1 Units Acquisition Earnout Habilities Acquisition Earn	Premiums Payable to Insurance Companies	\$ 60,185,561	\$ 64,559,116
Accrued Expenses and Other Current Habilities 5,551,198 1,333,405 Acquisition Earnout Libilities 46,063,626 27,270,413 Revolving Line of Credit 8,000,000 Current Portion of Long Jerm Debt 4,506,676 2,950,113 Total Current Liabilities 137,348,462 117,341,528 LONG-TERM LIABILITIES Long-Term Debt, Net of Current Portion 575,160,753 372,225,110 Non-Current Liabilities 2,027,079 15,079 Deferred Tax Liability 2,572 - Acquisition Earnout Liabilities 38,827,881 19,800,907 Total Long-Term Liabilities 616,018,285 392,041,096 MEMBERS' EQUITY Members' Interest - Series A-1 Units 172,894,510 152,894,510 Members' Interest - Series A-2 Units 119,809,588 76,649,219 Accumulated Deficits (7,417,791) (3,228,742) Total Members' Equity 285,286,307 228,314,987	Accounts Payable	1,391,254	1,478,759
Accrued Expenses and Other Current Habilities 5,551,198 1,333,405 Acquisition Earnout Libilities 46,063,626 27,270,413 Revolving Line of Credit 8,000,000 Current Portion of Long Jerm Debt 4,506,676 2,950,113 Total Current Liabilities 137,348,462 117,341,528 LONG-TERM LIABILITIES Long-Term Debt, Net of Current Portion 575,160,753 372,225,110 Non-Current Liabilities 2,027,079 15,079 Deferred Tax Liability 2,572 - Acquisition Earnout Liabilities 38,827,881 19,800,907 Total Long-Term Liabilities 616,018,285 392,041,096 MEMBERS' EQUITY Members' Interest - Series A-1 Units 172,894,510 152,894,510 Members' Interest - Series A-2 Units 119,809,588 76,649,219 Accumulated Deficits (7,417,791) (3,228,742) Total Members' Equity 285,286,307 228,314,987	Accrued Compensation and Benefits	19,549,147	11,749,722
Revolving Line of Credit		5,551,198	1,333,405
Current Portion of Long Term Debt 4,506,676 2,950,113 Total Current Habilities 137,348,462 117,341,528 LONG-TERM HABILITIES 2 117,341,528 Long-Term Debt, Net of Current Portion 575,160,753 372,225,110 Non-Current Habilities 2,027,079 15,079 Deferred Tay Hability 2,572 - Acquisition Earnout Habilities 38,827,881 19,800,907 Total Long-Term Habilities 616,018,285 392,041,096 MEMBERS' EQUITY Members' Interest - Series A-1 Units 172,894,510 152,894,510 Members' Interest - Series A-2 Units 119,809,588 76,649,219 Accumulated Deficits (7,417,791) (3,228,742) Total Members' Equity 285,286,307 226,314,987	Acquisition Earnout Libilities	46,063,626	27,270,413
Total Current Habilities 137,348,462 117,341,528	Revolving Line of Credit	•	8,000,000
LONG-TERM LIABILITIES 575,160,753 372,225,110 Non-Current Debt, Net of Current Portion 575,160,753 372,225,110 Non-Current Liabilities 2,027,079 15,079 Deferred Tax Liability 2,572 - Acquisition Earnout Liabilities 38,827,881 19,800,907 Total Long-Torm Liabilities 616,018,285 392,041,096 MEMBERS' EQUITY Members' Interest - Series A-1 Units 172,894,510 152,894,510 Members' Interest - Series A-2 Units 119,809,588 76,649,219 Accumulated Deficits (7,417,791) (3,228,742) Total Members' Equity 285,286,307 226,314,987	Current Portion of Long Term Debt	4,506,676	2,950,113
Long-Term Debt, Net of Current Portion 575,160,753 372,225,110 Non-Current Liabilities 2,027,079 15,079 Deferred Tax Liability 2,572 - Acquisition Edmont Liabilities 38,827,881 19,800,907 Total Long-Term Liabilities 616,018,285 392,041,096 MEMBERS' EQUITY Weinbers' Interest - Series A-1 Units 172,894,510 152,894,510 Members' Interest - Series A-2 Units 119,809,588 76,649,219 Accumulated Deficits (7,417,791) (3,228,742) Total Members' Equity 285,286,307 226,314,987	Total Current Liabilities	137,348,462	117,341,528
Long-Term Debt, Net of Current Portion 575,160,753 372,225,110 Non-Current Liabilities 2,027,079 15,079 Deferred Tax Liability 2,572 - Acquisition Edmont Liabilities 38,827,881 19,800,907 Total Long-Term Liabilities 616,018,285 392,041,096 MEMBERS' EQUITY Weinbers' Interest - Series A-1 Units 172,894,510 152,894,510 Members' Interest - Series A-2 Units 119,809,588 76,649,219 Accumulated Deficits (7,417,791) (3,228,742) Total Members' Equity 285,286,307 226,314,987	LONG-TERM LIABILITIES		
Non-Current Habilities 2,027,079 15,079 Deferred To Quability 2,572 - Acquisition Edmont Habilities 38,827,881 19,800,907 Total Long-Term Habilities 616,018,285 392,041,096 MEMBERS' EQUITY 172,894,510 152,894,510 Members' Interest - Series A-1 Units 172,894,510 152,894,510 Members' Interest - Series A-2 Units 119,809,588 76,649,219 Accumulated Deficits (7,417,791) (3,228,742) Total Members' Equity 285,286,307 226,314,987		575,160,753	372,225,110
Deferred Tax Uability 2,572		2,027,079	15,079
Acquisition Earnout Habilities 38,827,881 19,800,907 Total Long-Term Habilities 616,018,285 392,041,096 MEMBERS' EQUITY Members' Interest - Series A-1 Units 172,894,510 152,894,510 Members' Interest - Series A-2 Units 119,809,588 76,649,219 Accumulated Deficits (7,417,791) (3,228,742) Total Members' Equity 285,286,307 226,314,987		2,572	-
Total Long-Term Liabilities 616,018,285 392,041,096 MEMBERS' EQUITY 172,894,510 152,894,510 Members' Interest - Series A-1 Units 172,894,510 152,894,510 Members' Interest - Series A-2 Units 119,809,588 76,649,219 Accumulated Deficits (7,417,791) (3,228,742) Total Members' Equity 285,286,307 226,314,987		38,827,881	19,800,907
Members' Interest - Series A-1 Units 172,894,510 152,894,510 Members' Interest - Series A-2 Units 119,809,588 76,649,219 Accumulated Deficits (7,417,791) (3,228,742) Total Members' Equity 285,286,307 226,314,987		616,018,285	392,041,096
Members' Interest - Series A-2 Units 119,809,588 76,649,219 Accumulated Deficits (7,417,791) (3,228,742) Total Members' Equity 285,286,307 226,314,987	MEMBERS' EQUITY		
Accumulated Deficits {7,417,791} {3,228,742} Total Members' Equity 285,286,307 226,314,987	Members' Interest - Series A-1 Units	172,894,510	152,894,510
Total Members' Equity 285,286,307 226,314,987	Members' Interest - Series A-2 Units	119,809,588	76,649,219
properties and the second seco	Accumulated Deficits	(7,417,791)	(3,228,742)
Total Liabilities and Members' Equity \$ 1,038,653,054 \$ 735,697,613	Total Members' Equity	285,286,307	226,314,987
	Total Liabilities and Members' Equity	\$ 1,038,653,054	\$ 735,697,611

See accompanying Notes to Consolidated Financial Statements.

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FRP INVESTORS, L.P. CONSOLIDATED STATEMENTS OF OPERATIONS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
REVENUES		
Commissions & Fees	\$ 219,778,897	\$ 1,77,100,253
Contingent Commissions	4,212,065	3,121,360
Other Income	3,665,732	3,172,322
Total Revenues	227,656,694	183,393,935
EXPENSES	,	
Employee Compensation and Benefits	130,954,42%	104,287,800
Other Operating Expenses	36,986,468	81,413,641
Amortization Expense	26,760,113	20,953,282
Depreciation Expense	1,569,026	1,239,738
Acquisition Related Costs	4,836,485	⁹ 2,1 26,873
Interest Expense	34,463,606	30,231,689
Change in Estimated Earnout Payable	(3,293,295)	2,856,506
Total Expenses	<i>[1 232,276,830</i>	193,109,529
	N (VZ))	
LOSS BEFORE INCOME TAXES	(4,620,136)	(9,715,594)
INCOME TAX BENEFIT	431,087	2,246,155
Manual III	4. 33	And the state of t
NET LOSS	\$ (4,189,049)	\$ (7,469,439)
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See accompanying Notes to Consolidated Financial Statements.

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FRP INVESTORS, L.P. CONSOLIDATED STATEMENTS OF MEMBERS EQUITY FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

BALANCE - January 1, 2019, as restated	Series A-1 Units 10,239,447	Series A-1 Capical 102,894,470	Series A-2 Units 4,145,647	Series A-2 Capital 41,456,470	Accumulated Deficits 4,240,697	Total 148,091,637
Sedos A-1 Units issued in Capital Contributions	5,050,004	50,500,040		-		50,500,040
Sailes A-2 Units issued in Capitol Contributions	•	•	1,083,380	8,982,880	i i	8,982,880
Series A-2 Units issued for Acquisitions		-	2,252,583	26, 209 (86)		26,209,860
NetLoss	-	Secretary 1949 Williams		<u> </u>	M(7,469,439)	(7,469,439)
BALANCE - December 81, 2019	15,289,451	\$ 152,894,510	7,481,610	6 76,649,219	\$ (3,228,742)	\$ 226,314,987
Series A-1 Units Issued in Capital Contributions	2,000,000	20,000,000				20,000,000
Series A-2 Units issued in Capital Contributions		A .	252,361	2,685,013		2,685,013
Series A-2 Units issued for Acquisitions			27,630,243	40,475,356	-	40,475,336
Net Loss		<u> </u>	<u></u>		[4,189,049]	(4,189,049)
BAIANCE - December 81, 2020	17,280,451	\$ 172,894,510	10.364.217	\$ 119,809,588	\$ (7,417,791)	\$ 285,286,307

See accompanying Notes to Consolidated Financial Statements.

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FRP INVESTORS, L.P. CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

CASH FLOWS FROM OPERATING ACTIVITIES		2020		2019
Net Loss		(4 4 DO BAD)		Int and a sect
Adjustments to Reconcile Net Loss to Net Cash	\$	(4,189,049)	\$	(7,469,439)
Provided by Operating Activities:				
Depreciation and Amortization		28,329,139		22 102 020
Amortization of Deferred Financing Fees		2,427,405		22,193,020 1,844,701
Change in Earnout Liabilities		(3,293,295)		2,856,506
Deferred Taxes		(431,087)		-
Changes in Operating Assets and Liabilities, Net of Effect		hambon 6	18	(2,246,155)
from Acquisitions;			A 3	
Premium Receivables		13.183 443)	7 4	(34,502,753)
Other Recelvables	*	#1431.709V	W.	(2,297,906)
Other Current Assets		5.931.986 c	y .	166,963
Premiums Payable to Insurance Companies	1	(4.372.555)		45,339,587
Accounts Payable		(87,505)		940,026
Accrued Compensation and Benefits		9.529.425		3,339,551
Other current abilities	1	(1,266,324)		(3,610,555)
Net Cash Provided by Operating Activities		28,962,988		26,553,546
CASH FLOWS FROM INVESTING ACTIVITIES	1			
Cash Consideration for Acquisitions) ((201,092,423)		(142,054,748)
Purchase of Fixed Assets	•	(2,360,503)		(1,080,808)
Other Assets		85,573		(215,024)
Net Cosh Used by Investing Activities		(203,367,353)		(143,350,580)
CA5H FLOWS FROM FINANCING ACTIVITIES				
Payment of Acquisition Earn-Out Liability		(25,115,447)		(41,909,898)
Capital Contributions for A-1 Units		20,000,000		50,500,040
Capital Contribution for A-2 Units		2,685,013		8,982,880
Borrowings on the First and Second Lien Credit Facility, net of fees		205,864,096		114,062,971
Payment of closing fees on Credit Facility:		(185,000)		(689,000)
Payment on L-T Debt		(3,514,295)		(2,668,462)
Borrowings from Revolver		18,000,000		14,725,434
Payments of the Revolver		(26,000,000)		(6,725,434)
Net Cash Provided by Financing Activities	-	191,734,367		136,278,531
INCREASE IN CASH AND CASH EQUIVALENTS		17,330,002		19,481,497
Cash and Cash Equivalents and Restricted Cash - Beginning of Period		34,249,976		14,768,480
CASH AND CASH EQUIVALENTS - END OF PERIOD	\$	51,579,978	<u>\$</u>	34,249,976

See accompanying Notes to Consolidated Financial Statements.

2020 - 2021 Audited Financials

FRP INVESTORS, L.P.

CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2027 AND 2

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FRP INVESTORS, L.P. TABLE OF CONTENTS YEARS ENDED DECEMBER 31, 2021 AND 2020

INDEPENDENT AUDITORS' REPORT

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CONSOLIDATED STATEMENTS OF GASH FLOWS

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Report of Independent Auditors

Management and Those Charged with Governance FRP Investors, L.P.

Ophilon

We have audited the consolidated financial statements of FRP Investors, LP (the Company), which comprise the consolidated balance sheets as of December 31, 2021 and 2020; and the related consolidated statements of operations, Members' Equity and each flows for the years then ended, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Managernent for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accordance with accordance with accordance must be generally accepted in the United States of America, and for the design implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

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A averaber firm of Ernst & Young Global Limited



Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud make involve collusion, forgery, intentional omissions, misrepresentations, or the averride of internal control. Misstatements are considered material if there is a substantial likelihood that individually or in the aggregate, they would influence the judgment made by a reasonable user has different financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material missiatement of the financial statements, whether
 due to fraud or error, and design and perform audit procedures responsive to those risks.
 Such procedures include examining on a test basis, evidence regarding the amounts and
 disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
 procedures that are appropriate in the circumstances, but not for the purpose of expressing
 an opinion on the effectiveness of the Company's internal control. Accordingly, no such
 opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the
 aggregate, that raise substantial doubt about the Company's ability to continue as a going
 condition for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Ernst + Young LLP

April 29, 2022

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FRP INVESTORS, L.P. CONSOLIDATED BALANCE SHEETS DECEMBER 31, 2021 AND 2020

(in thousands) ASSETS	December 31, 2021	December 31, 2020
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 15,940	\$ 21,409
Restricted Cash	43,023	30,171
Premiums, Commissions, and Fees Receivable, Net	76,843	70,187
Other Receivables	7,257	3,335
Other Current Assets	6,854	5,532
Total Current Assets	149,917	130,634
NON-CURRENT ASSETS	•	0 // >
Fixed Assets, Net	5,268	4,941
Intangible Assets, Net	432 <u>4</u> ,363	260,475
Goodwill	836,854	637,827
Other Assets	7,690	4,776
Total Long-Term Assets	1,174,175	908,019
Total Assets	\$324,092	\$ 1,038,653
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Premiums Payable to Insurance Companies	73,058	\$ 50,186
Accounts Payable	1,879	1,391
Accrued Compensation and Benefits	24,521	19,549
Accrued Expenses and Other Current Clabilities	4,298	5,551
Acquisition Earnout Liabilities	46,540	46,064
Current Portion of Long-Term Debt	9,050	4,607
Total Current Liabilities	159,146	137,348
LONG-TERM LIABILITIES Long-Term Debt, Net of Current Portion	877,421	575,161
Non-Current Liabilities	927	2,027
Deferred Tax Liability	5,810	2,027 9
Acquisition Earnout Liabilities	78,310	38,828
Total Long-Term Liabilities	962,468	616,019
MEMBERS' EQUITY	302,400	Gargo as
Members' Interest - Series A-1 Units	101.000	ላማን ዕለፍ
Members' Interest - Series A-1 Units Members' Interest - Series A-2 Units	102,895 138,931	172,895 119,809
Members' interest - Series A-Z Onits Accumulated Deficits	(39,348)	(7,418)
Total Members' Equity	202,478	285,286
• •		harder and a second a second and a second and a second and a second and a second an
Total Liabilities and Members' Equity	\$ 1,324,092	\$ 1,038,653

See accompanying Notes to Consolidated Financial Statements.

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FRP INVESTORS, L.P. CONSOLIDATED STATEMENTS OF OPERATIONS FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

(in thousands)	2021	2020
REVENUES		
Commissions and Fees	\$ 315,608	\$ 2.19,779
Contingent Commissions	12,041	4,21,2
Other Income	1,455	3,6 66
Gein on Disposal	235	
Total Revenues	329,339	227,657
EXPENSES		
Employee Compensation and Benefits	191,280	(1) 30.954
Other Operating Expenses	45.092)36,986
Amortization Expense	35.465	26,750
Depreciation Expense	2.091	1,569
Acquisition Related Costs	57220	4,837
Interest Expense	51,511	34,464
Change in Estimated Earnout Payable	15,201	(3,293)
Total Expenses	345,860	232,277
LOSS BEFORE INCOME TAXES	(16,521)	(4,620)
INCOME TAX BENEFIT (EXPENSE)	(2,667)	431
NET LOSS	্ৰাৰ্ড (19,188 <u>)</u>	\$ (4,189)

See accompanying Notes to Consolidated Financial Statements.

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FRP INVESTORS, L.P. CONSOLIDATED STATEMENTS OF MEMBERS EQUITY FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

(in thousands) 2021	Series A-1	Series A-1	Series A-2	Series A-2	Accumulated	
	Units	Capital	Units	Capitel	Deficits	Total
BALANCE - January 1, 2021	17,289	\$ 172,895	10,364	\$ 115,809	\$ (7,418)	\$ 285,286
Series A-1 Units issued in Capital Contributions			•			
Series A-1 Distributions		(70,000)	•			(70,000)
Series A-2 Units Issued in Capital Contributions	-	•	588	9,401	· ·	9,471
Series A-2 Units Repurchased and Forfeited	•		(1,599)	(15,59)	(12342)	(29,311)
Series A-2 Units issued for Acquisitions	•		1,155	25290		26,290
Net Loss	-		_	Residence of the second	(19,188)	(881,91)
BALANCE - December 81, 2021	17,289	\$ 102,895	10,608	3 138,931	\$ (39,348)	\$ 202,478
(In thousands) 2020	Series A-1 Units	Sarles As I	Series A-2 Units	Series A-2 Capital	Accumulated Doflets	Total
BAIANCE - January 1, 2028	(528)	(Dept.)	7,481	\$ 76,649	\$ (3,229)	\$ 226,315
Series A-1 Units issued in Capital Contributions	2000	20,000	-	-		20,000
Series A-2 Units Issued in Capital Contributions		· .	253	2,685	•	2,685
Series A-2 Units issued for Acquisitions			2,630	40,475	-	40,475
Netloss	<u></u>				(4,189)	(4,189)
BALANCE - Decariptor 31, 2020	17,289	\$ 172,805	10,354	\$ 119,809	\$ (7,418)	\$ 285,286

See accompanying Notes to Consolidated Financial Statements.

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FRP INVESTORS, L.P. CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

(in thousands)		2021	2	020
CASH FLOWS FROM OPERATING ACTIVITIES				
Net Income (Loss)	\$	(19,188)	\$	(4,189)
Adjustments to Reconcile Net Loss to Net Cash				
Provided by Operating Activities:				
Depreciation and Amortization		37,556		28,329
Amortization of Deferred Financing Fees		3,781		2,427
Loss on extinguishment and modification of debt		3,014		-
Change in Earnout Liabilities		15,201	M. J.	(3,293)
Net (Gain)/Loss on Sales of Other Assets and Customer Accounts		[235]	A Willy	•
Payments on Acquisition Earn-outs in Excess of Original Estimated Liability	1	(8,170)	Mary A	-
Deferred Taxes	V.	2,667/	J.7 . F	(431)
Changes in Operating Assets and Liabilities, Net of Effect	1		Ø.	
from Acquisitions:	× 1	A STATE OF THE STA		
Premium Receivables (Increase) Decrease	1	(6,636)		(3,183)
Other Receivables, (Increase) Decrease	The same	₹_(j6),837)		(432)
Other Current Assets, (Increase) Decrease	EN V	2,301		5,931
Premiums Payable to Insurance Companies, Increase (Decrease)	1	12,872		(4,372)
Accounts Payable, Increase (Decrease)		288		(87)
Accrued Compensation and Benefits, Increase (Decrease)		3,872		9,529
Other current liabilities increase (Decrease)		(4,545)		(1,266)
Net Cash Provided by Operating Activities		35,922		28,963
CASH FLOWS FROM INVESTING ACTIVITIES				
Cash Consideration for Acquisitions, Net of Cash Acquired		(188,530)		(201,092)
Purchase of Fixed Assets		(2,344)		(2,361)
Proceeds from Sale of Other Assets and Customer Accounts		495		85
Not Cash Used by Investing Activities	_	(190,379)		(203,368)
Met cast osed by investing Activities		(1,50,375)		(203,300)
CASH FLOWS FROM FINANCING ACTIVITIES				
Payment of Acquisition Earn-Out Liability		(49,371)		(25,115)
Capital Contributions for A. L. Urits				20,000
Capital Contribution for A-7 Units		7,379		2,685
Repurchase of AZUnits		(26,076)		•
Dividend Payment on A-1 Units		(70,000)		-
Borrowings on the First and Second Lien Credit Facility, Net of Fees		165,815		205,864
Refinancing of Debt, net of fees		138,155		-
Payment of closing fees on Credit Facility		(342)		(185)
Payment on Long-Term debt		(3,720)		(3,514)
Borrowings from Revolver		15,000		18,000
Payments on the Revolver	_	(15,000)	*****	(26,000)
Net Cash Provided by Financing Activities		161,840	-	191,735
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS AND RESTRICTED CASH		7,383		17,330
Cash and Cash Equivalents and Restricted Cash - Beginning of Period		51,580		84,250
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH - END OF PERIOD	\$	58,963	\$	51,580

See accompanying Notes to Consolidated Financial Statements.

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3.2.2. - Background - Provide a profile of your organization:

a) Provide a core contact with name, title, email, address, phone, and fax
Bruce Tillman, Vice President
Jordan Insurance Agency
1416 Ohio Avenue
Live Oak, FL 32064
Office (386) 362-4724 Fax (386) 362-4143
bruce@jordanagency.com

b) Where are your corporate offices located?

Foundation Risk Partners 1540 Cornerstone Blvd., Ste 200 Daytona Beach, FL 32117 Acentria Insurance 4634 Gulfstarr Drive Destin, FL 32541

c) Do you have, or will you place any offices in Suwannee County or any contiguous counties? We have an office in Live Oak, FL, that provides employment to 10 insurance professionals. The Jordan Agency has successfully served their customers and community for over 50 years.

Local service office Jordan Insurance Agency 1416 N. Ohio Avenue Live Oak, FL 32064

d) Please list the number of years your company has been in operation.

Jordan Insurance Agency over 50 years Acentria Insurance since 2010 Foundation Risk Partners since 2017

e) Describe your support and quality assurance resources

Our Quality Control/Compliance division is a resource for operational best practices and compliance. Our goal is Errors & Omissions prevention. Our objectives include

- Oversight of licensing,
- Standardization as to templates and proposals with recommended disclaimers and consistency
- We standardize procedural protocols that are implemented as a part of agency management system workflows with training modules
- Monitor carrier status with AM Best Insurance Rating

These compliance objectives are monitored through a self-review and overall audit processes.

f) Company website <u>www.Foundationrp.com</u> www.Acentria.com

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g) Number of clients: Active and Inactive.

Active Public Entity Clients - Florida

City/Town/Village

- Afford, Town of
- Altha, Town of
- Apopka, City of
- Arcadia, City of
- · Aventure, City of
- Bal Harbour Village
- Deltona, City off
- Deatin, City of
- Doral, City of
- Fort Myers, City of
- Havana, town of
- Hillsboro Beach, Town of
- Lantena, Town of
- Lauderhill, City of
- Lauderdale by the Sea, Town of
- Mary Esther, City of
- Miami Beach, City of
- Miami Shores, Village of
- Niceville, City of
- North Bay Village
- North Mlami, City of
- Panama City Beach, City of
- Panama City, City of
- Parker, City of
- Port St. Joe, City of
- Quincy, City of
- Suprise, City of
- Titusville, City of
- Valparaiso, City of
- Wauchula, City of
- Windermere, Town of
- Winter Garden, City of

School District

- DeSoto County School District
- Gadsden School Oistrict
- Hardee County School District
- Okaloosa School District

Other Countles Clients

- Calhoun County BOCC
- Franklin County BOCC
- Gadsden County BOCC
- Gulf County BOCC
- Hardee County BOCC
- Jackson County BOCC
- Lafayetta County BOCC
- Liberty County BOCC
- Taylor County BOCC
- Washington County BOCC

Additional Entities

- Baker Fire District
- Crestview Housing Authority
- Destin Fire Control District
- Florkin Keys Mosquito Control District
- North Bay Fire Control District
- Northwest Florida Water Management District
- Ocean City Wright Fire Control District
- Okaloosa Island Fire Control District
- Osceola Clerk of Court
- Panama City Downtown CRA
- Panama City Odwntown North CRA
- Panama City Millville CRA
- Panama City St Andreys CRA
- Quincy Gadsden Airport Authority
- Sebastian Utilities Commission
- Suwannee Valley Transit Authority
- South Walton Mosquito Control District
- The Fire Control District
- New Smyrna Bouch Utilities
- Florida Health Care Plans
- Hallfax Health

Additional Public Entity Clients Continued

New Jersey Clients

- Bayonne Board of Education
- Bayonne, City of
- Brick, Township of
- Hoboken, City of
- Irvington Board of Education
- Irvington, Township of
- Jersey City Board of Education
- Keyport, Borough of
- Livingston, Township of
- Lopatcong, Township of
- Mendham Borough Board of Education
- Morristown, Yown of
- Newark Board of Education
- Newark, City of
- North Jersey District Water Commission
- Orange, City of
- Passaic Board of Education
- Passalc Valley High School Board of Education
- Passaic Valley Water Commission
- Passaic, City of
- Passaic, County of
- Red Bank, Borough of
- RWI Barnabas
- Totowa Board of Education
- Vernon, Township of
- Warren, County of
- West Orange, Township of
- Wood Ridge, Borough of

North Carolina

- Clayton, Town of
- Davie County Government
- Durham County Government
- Durham, City of
- Fuguay Varina, Town of
- Garner, Town of
- Hape Mills, Town of
- Lillington, Town of
- Selme, Town of
- Spring Lake, Town of
- State Employee Association of North Carolina
- Zebulan, Town of

*We affirm there are no inactive clients

h) Provide evidence of licensing required to support group policies inside and outside the State of Florida. We are licensed in all 50 states and can provide documentation as needed.

- 3.2.3. Experience Describe your company's experience with the services specified. Prefer at least five years' experience working with school districts.
- Describe how your organization is organized and staffed to support the required services in the scope of work.

We Speak Government.

Our tenured team believes in public service and is dedicated to reducing program cost, mitigating risk, and functioning as an extension of your staff.

We understand the bid process and public record laws while maintaining familiarity with the constantly changing and complex statutes that apply to governmental organizations. This specialized knowledge is especially vital when negotiating renewal and program changes with insurance carriers and health insurance consortiums. The longevity and expertise of our team guarantees an exemplary benefit program.

Our seasoned team members are subject matter experts in their core competencies

The team identified to serve Suwannee County School Board employee benefits program includes seasoned professionals that bring collectively more than 100 years of benefits experience to the table along with different perspectives. These varied backgrounds and expertise will enable valuable feedback to the School Board from all points of view, including finance, associate experience, and ease of administration.

Our service team assigned to the School Board includes: 2 Primary Consultants, 1 Account Executive, 1 Benefits & Cornmercial Specialist, 1 Self Funding/Large Group Resources Coordinator, 2 Account Managers, 1 RN Wellness Coordinator, Compliance team, Technology/Implementation team, Renewal Marketing team, and Legal team led by staff attorney[s].

(Please see our team resumes on page 54)

We use resources to deliver data-driven decisions that lead to enhanced long-term strategies that align with your culture and benefit philosophies

We will draw data from your workforce; this process will help you gain insights that are specific to the School Board and will provide insightful, targeted, actionable solutions that drive meaningful savings and improved productivity. We will use our data engine to measure the impact of the solutions we implement to drive continuous improvement.

We are privately owned with unfettered access to enterprise-wide account teams and all levels of senior management

Our privately held status allows our clients the comfort of knowing they, not shareholders, are our No. 1 priority. Moreover, Acentria Public Risk is a flat organization with limited hierarchical structure. This means our clients have access to not just their account teams, but all levels of senior management and expertise that resides in all parts of our organization, which reinforces the statement that clients are our No. 1 priority.

We focus attention on day-to-day client needs

Unlike consulting firms, we do not work on a per-hour basis. Rather, we are measured on client satisfaction. Our concierge-level of service has and remains a keystone of our company philosophy throughout our history. As our firm grows and evolves, we continue to make investments in our infrastructure, services, and personnel, but our approach to support always remains constant for the client and their member base. *Our service is hands-on, continuous, and personal.*

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We are providing both local service support as well as providing a remote advocacy team that delivers best in class service to the School Board's employees and dependents. We are committed to customized, flexible solutions that can scale up or down depending on School Board directives and employee feedback. Lastly, our ability to provide local and remote advocacy team is one of our differentiating features.

One-on-One Employee Advocacy

Acentria Public Risks' exemplary service approach to the way we conduct business is called **BenefitsVIP** working as an extension to your Human Resources office. Employees are provided with a *first-party* administrative and *advocacy* support team providing response and resolution for employees and their dependents.

BenefitsVIP Key Operational Points

- · An average of 22 years industry experience
- Direct access to carriers, providers & tools
- · Flexible access to advocates
- Multi-Lingual
- Adapt to your culture
- Consultative approach

Online Enrollment / HRIS Management System

One of the important conclerge-level of services we

provide is an online enrollment system. We work to save the School Board money, reduce staff workload, and help employees to better understand their benefit offering. Our concierge-level of service has and remains a keystone of our company philosophy throughout our history. As our firm grows and evolves, we continue to make investments in our infrastructure, services, and personnel, but our approach to support always remains constant for the client and their member base. Our service is hands-on, continuous, and personal.

Our influence as a Market Leader

Our goal in being a market leader is to be in front of the innovation curve, delivering data to our clients to make better decisions. Our focus is to maximize our client's benefits program while driving down their overall cost. We define a market leader as a firm who has:

- Negotiating Power: Our firm places approximately \$4.4 billion in annual premium volume with virtually
 all major and regional carriers. We have achieved Tier 1 status with carriers, serve on their advisory
 boards and maintain direct access to top-level executives within their organizations. We will leverage
 our position to develop and negotiate cost-controlled, high-value benefit programs on behalf of the
 School Board, Staff and their employees.
- People: Qualified staff with technical skills to keep our client promises.
- Industry Thought Leadership: Thought leadership at our firm starts with being innovative, creative, and
 never accepting the status quo. There is no "one right way" of being a good thought leader. Our culture
 revolves around consistently staying in front of the innovation curve and bringing forward-thinking
 innovative ideas to our clients.



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Our Approach to carrier and product selection.

The selection of our team would allow you to have an option to analyze the viability of a pool for your employee benefit coverages. No other broker can boast more experience with the different local government pools and commercial markets than our team. In addition, our consultants have exclusive access to advisory boards of the most dominant carriers in the market. We maintain Tier 1 status, represent virtually every carrier nationwide, and sit on several national advisory boards: Aetna, Cigna, United HealthCare, Hartford, Lincoln Financial, MetLife and Reliance Standard. We have achieved Preferred status with most of the major insurers.

Preferred status typically results in a higher level of advocacy from the carrier, including but not limited to:

- · Enhanced claims reporting at no additional cost
- Dedicated service teams
- Inclusion on the carriers' Advisory Council
- Accelerated case implementation
- Direct access to underwriters and medical directors
- New product roll out

Florida Fully Insured /ASO Carriers				
Carrier Name	Broker Status			
AvMed	Appointed (Highest)			
CVS	Platinum (Highest)			
(inclusive of Aetna and Coventry)				
Cigna	Platinum (Highest)			
Florida Blue				
(Inclusive of Florida Health Care	Diamond (Highest)			
Plans, Capital Health Plans, and	The state of the s			
Health Options)				
Humana	Appointed (Highest)			
I total Hanthern (Inclusive of				
United Healthcare (Inclusive of Neighborhood Health Plans, All	Platinum (Highest)			
Savers and UHC HMO)	The state of the s			

*Combined 99,9%+ Market share of Florida fully insured small and large group makets based on most recently available Medical Loss Ratio Premium Data.

Appointed Co	arriers: Non - Medi	cal Coverage
	(Ancillary)	, , , , , , , , , , , , , , , , , , , ,
Aetna	Hartford	Securian (Inclusive of Madison National,
, iodia	Tidi Cidi	Minnesota Life)
Aflac	Humana (Shenandoah)	Simple Detal
All State	John Hancock	Solstice
Ameritas	Lincoln	Sun Life
Berkshire Life Insurance	Madison National	Symetra
Cincinnati Life	MetLife	The Standard
Chubb	Minnesota Life	Trustmark
	Mutual of Omaha	
CompBenefits	OneAmerica	United Healthcare
Delta Dental	,	United Security
EyeMed	Prudential	Unum
Florida Combined Life	Reliance Standard	Usable
Guardian (Inclusive of a	Renaissance	VSP

1416 Ohio Avenue Liveroak, FLS22064 (centria

b) Identify key personnel and provide biographical information pertaining to their backgrounds, expertise, and job descriptions. Provide an organizational chart.

Bruce Tillman

Vice President - Sales

986-362-4724 386-590-0715 (cell) 1416 N. Ohio Ave. Live Oak, FL 32064



Work Experience

- Vice President Seles Jordan Agency pariner with Accepted Insurance December 2020 - Present
- President Owner Jordan Agency, Juc.
 January 2000 - December 2020
- Lafayette State Beak Board of Directors May 2021 present

Education

- South Florida Community Callege A.A. Dagree 1980-1982
- University of Florida
 R.S. Degree 1982-1984

Association Memberships

Horida Association of Insurance
 Agents

Bruce Tillman is known for his caring and vision for his community. His passion for community and business development is reflected by his long-term investment of time into a multitude of organizations within Live Oak and Suwannee County.

- President of Rotary Club of Live Oak
- President of Suwannee Baseball Boosters (4 yrs),
- President of Suwannee Chamber of Commerce (3 yrs)
- CRA of Live Oak Board (6yrs.)

Beginning as a partner in the Jordan Agency, Inc. in 2000 and subsequently as owner in 2006, Bruce utilized his 15 years management experience in corporate agri-business to grow the insurance agency into one of the largest property and casualty agencies in the region. His team at the Jordan Agency, Inc. now partnered with Acestria Insurance, serves clients in Suwannee and all surrounding counties in Property/Casualty and Employee Benefits. The Employee Benefits Division has continually grown as a result of a focus on client relations, finding benefit solutions to solve individual and employer needs. He strives to make sure the employees understand their coverage, ensure that healthcare compliance is exceeded and educate the client of the technology available to them. The Acentria Public Ricks component just tops off the offerings available to the agency client base.





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Mike Carraway

Vice President - Employee Benefits Consultant

850-687-8729 4694 Gulfstarr Drive Destin, FL 32541



Work Experience

Vice President - Employee Benefits for Acentria Insurance Destin, FL 4/2021 - Present

Education

Attended Jefferson Davis

Professional Designations

LUTCE

Volunteer Work

ECC-SHRM - Chair 2004-2010

FWB Chamber Healthcare Task Force 2008–2010

Destin Rotary Volunteer Annual Crawfish Boil 2016-2021 Michael "Mike" Carraway, Vice President, Benefits Consultant. Mike has been in the insurance industry for 34 years. He is the Vice President, Benefits Consultant for Acentria's Destin office. He has worked in NW Florida for more than 25 years assisting employers in both the public and private sector. Mike has an extensive background in employee benefits specializing in group medical and core auxillary plans. Mike's dedication to his clients ensures they are on the best platform and, most importantly, compliant with all ACA, ERISA and COBRA requirements. Mike has assisted Santa Rosa and Bay County School systems in transitioning from fully insured to self-insured health plans. In addition, has negotiated exclusive arrangements with top performing carriers which allow him to deliver proprietary plan offerings to his clients. For the last 21 years, I led the employee benefits team at a top agency throughout the panhandle of Florida. My responsibilities included managing sales and service associates, carrier relationships and maintained my own book of business. Primarily focused on long-term strategies to help employers forecast and obtain their plan and financial goals to offer the best benefits platform in their industry.

SLAMODNO AV<mark>enues</mark> (Myeloukan) aszlotak **Acentria**

Daniel Tillman

Vice President - Account Executive

386-352-4724 1416 Ohio Ave N Live Oak, FL 32064



Work Experience

- MLB/MilB from 2010 2018: Professional Athlete Jordan Insurance Agency – from 2016 - 2021 in the following roles:
 - Vice President
 - Employee Beachts -Pyriducer, Account Manager & Iroplementation Specialist
 - Commercial Risk Advisor
- ... Acentela insurance ... 2021 -... Current
 - VF Sales Producer -Employee Benefits & Commercial P&C Specialist

Education

Florida Southern College –
 B.S. Business Administration
 Flanagement

Professional Designations

- Employee Benefits & Contracted P&C Specialist
- Vice President of Jurdan Insurance Agency

Daniel Tiliman is an experienced insurance professional with specialization in Employee Benefit plan analysis, implementation procedures, and account management service for the last 7 years. During his insurance career, much of his time has been spent serving current and new group clients by adding and implementing new processes to help mainstream the client's benefits administration process. His work history includes 8 years as a professional athlete, experience counseling clients through the health insurance marketplace, Employee Benefits. Account Management, and Sales Production for Employee Benefits and Commercial Property & Casualty.

As a Sales Producer for Acentria Justrance & Acentria Public Risk, Daniel is expected to serve as an advisor to management staff and employees in all aspects of their insurance programs. He is well versed in plan design explanation, local provider networks, wellness programs, plan analysis, and enrollment support.

Daniel is committed to providing analysis of benefit plans with emphasis on meeting long & short-term objectives, managing client's formal bid process and evaluation, presentations to various committees and buards, coordination of open enrollments, open enrollment health fairs, new hire enrollment support and work in tandem with team on escalated member issues and billing reconciliation.

As a Suwannee County native and Suvanues Righ School Graduate, Daniel has been entrenched in the community and the school system for many years. Including, being a contributor to local youth spores, serving as a Varsity/Junior Varsity baseball coach from 2014 thru 2021, and a recent inductee into the Suwannee High School Athletics Hall of Fame as a Contributor/Athleta.



Acentria
PUBLIC RISK

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Robin Riley

Senior Vice President - Account Executive

886-281-3757 1540 Cornerstone Blyd, Ste. 200 Daytona Beach, FL 82117



Work Experience

- Senior Vice Freshlant, Henelitz Team Leader for Acquiria Public Risk from 2018- present
- Brown & Brown Public Risk Insurance Agency from 2008 - 2018 in the following roles:
 - · Account Manager
 - Account Executive
 - Vice President, Benefits Division

Education

Asheville Buncembe Technical College - 2 years

Professional Designations

- Group Heachts Associate, Certified Employee Benchts Specialist Program Burough Wharton University of PA.
- Valuatary Benefits
 Specialist, The Hartford
 School of Insurance
- Group Benefitz Disability
 Specialist, The Hartford
 School of luxurance

Association Memberships

- Florida Public Human
 Resources Association
- Society for Human Resource
 Management

Robin Riley, Team Leader is an accomplished healthcare professional with 23 years of insurance industry experience. During this time, she has specialized with Florida's public entity health and welfare programs for the past 20 years. Her working history includes experience with a national insurance carrier, Account Management for a third-party administrator, and Account Planagement advancing to an Account Executive then Vice President for a national brokerage firm.

As a Team Leader for Acentria Public Risk, Robin is responsible for the overseeing all aspects of your program. She has a wealth of knowledge and experience with self-funding, level-funding, public entity pooling, carriar relations, onsite health care conters, wellness programs, claim mitigation and plan analysis. Her expertise in compliance issues, state and federal regulations also make her a valuable asset to our team and our clients.

Robin's responsibilities include: analysis of benefit plans and claims utilization, identifying client benefit goals and financial objectives, management of various funding arrangements, managing client's formal hid process and evaluation, histori with carrier relations, presentations to various committees and boards, coordination of open enrollments, health fairs and work in tandem with team on escalated member issues and billing reconciliation.



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Acentina

Glenn Little

Vice President, Benefits Consultant

850-686-3323 4634 Gulfstarr Drive Destin, FL 82541



Work Experience

Vice President – Benefits
Consulting for Acentria
Insurance
Destin, FL
July 2021 - Present

Education

Auburn University
Backelor of Science
Degree Human Resources
Management

License

Florida 240 Health and 215 Life including Variable Assouity and Health

Volunteer Work

Emerald Coast Society for Human Resources Managers Current Member, Former Board Member

Rotarian - Gulf Breeze Rotary Club; 16-year member; Multiple Paul Harris Fellow; Past Club Secretary

Glenn has worked in the insurance industry and human resources for over 20 years. He is Vice President - Benefits Consultant for Acentria's Corporate Office located in Destin, Florida.

Glenn worked in Humana Resources for a Fortune 500 company for 10 years. He worked at Florida Blue's Corporate offices in Pensacola and Panama City for 6 years. He bas worked as an independent insurance agent and benefit consultant for over 15 years specializing in public sector, large and mid-market groups located in Florida and Alabama.

While employed at Florida Blue, Glenn was assigned to almost every governmental group in the Florida Panhandle including Bay District Schools, Okaloosa County School District and Santa Rosa County District Schools.

Glenn has an extensive background in governmental groups and understands the complexities of public group budget processes, plan performance monitoring, Affordable Care Act Compilance, labor negotiations, board agenda presentations, benefit committee presentations and the concerns and needs of active employees and retirees.



Pharmacy Team



Dr. Kali Panagos

Pharm.D., R.Ph, Executive Vice President, Consulting & Clinical, ARMSRx

Dr. Panagos has over twenty years of experience, half of which have been exclusively dedicated to the managed care space overseeing Clinical Development, Operations & Client Services/Management.

Innovative, forward thinking and results driven, Dr. Panagos delivers real value by ensuring client results are aligned with proper objectives and best interests now and in the future. Dr. Panagos provides leadership, strategic direction and oversight to clinical and operation teams including managing vendor partnerships with brokers, TPAs, mail/specialty and PBM platforms. She has expertise in the design of market competitive clinical program offerings rooted with clinical integrity.

Dr. Panagos is an MTM, and immunization certified licensed clinical pharmacist, has practiced in various settings including community, hospital, and academia. She has served on the faculty and administration of Long Island University's Arnold & Marie Schwartz College of Pharmacy and is a pharmacy mentor at St. John's University College of Pharmacy. She has also served with the New York State Board of Pharmacy as an examiner for the pharmacy compounding licensure examination.

Dr. Panagos holds a Bachelor of Science degree in Biology with a minor in Computer Science and a Bachelor of Science degree in Pharmacy from St. John's University, New York.

Additionally, Dr. Panagos holds a Doctorate degree in Pharmacy from Shenandoah University

Bernard J. Dunn College of Pharmacy, Winchester Virginia. She is an active member of the Association of Managed Care Pharmacy (AMCP) and Healthcare Businesswomen's Association (HBA).

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Wende Ward

SVP Strategy/Corporate Development, ARMSRx

Wende has more than twenty years of pharmacy benefit management experience, working with all lines of business and across all market segments, including health plans, employers, third party administrators and government programs.

Wende has worked in both the pharmacy benefit manager role as well as the pharmacy benefits consultant role in various positions including sales, consulting, operational and client management. Her experience includes working for a large national PBM managing large national accounts, as well as working for a mid-sized national PBM working with health plan clients. She has worked with brokers/consultants, employers, and health plans nationwide to manage prescription drug spend and overall healthcare costs through comprehensive analysis, strategies, and guidance.

She is a current member of the Healthcare businesswomen's Association (HBA). Wende earned her Bachelor of Arts degree from Unitversity of Cincinnati.

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JAY C. MINIATI, FSA, MAAA, MBA 3750 Gunn Highway, Suite 301, Tempa, Florida 33618 Phone (813) 963-2420

Sub-Contractor/Actuary

SUMMARY

- Senior level consulting actuary who excels in client-facing advisory role; demonstrates leadership in:
 - Financial management and modeling
 - Expert witness testimony
- Health insurance subject mafter expertise:
 - Self-funded health plans
 - Cost projections, trend analysis, benefit design, enrollment migration scenarios, contribution strategy
 - Underwriting, carrier negotiations, rate setting, funding alternatives, reserves/IBNR, plan performance

EXPERIENCE

JAY MINIATI ACTUARIAL SERVICES, President and Chief Actuary - Tampa, Florida - 2010 to Present

 Founded independent actuarial consulting firm focused on meeting the needs of employer-sponsored benefit plans and legal case work.

AON CONSULTING, Vice President and Actuary - Tampa, Florida - 2006 to 2010

- Regularly advised and presented financial and strategic recommendations to the Board of Directors, C-suite and Insurance Committee leadership of corporate, public, PEO and MEWA organizations.
- Counseled over 70 clients annually in 2007, 2008 and 2009 (20% in public sector).

UBS FINANCIAL SERVICES INC., Financial Advisor, CFP®- Tampa, Florida - 2003 to 2006

- Managed client relationships with assets totaling \$73 million across 200 households in 23 states,
- Developed one-on-one and household selling expertise.

MILLIMAN, Consulting Actuary - Tampa, Florida - 1998 to 2002

- Provided expertise to health care providers, insurance companies, government agencies and employers.
- Directed the team that advised the government of Puerto Rico regarding its \$1.5 billion Medicaid program.
- Advised Anthom Blue Cross in the largest demutualization and subsequent IPO of a health benefits company.

AETNA, INC., Hartford, Connecticut - 1989 to 1998

- Chief Actuary, Aetna Health New Zealand Ltd. (1997 to 1998)
 - o Played a key role in the financial turnaround of Aetna's distressed healthcare subsidiary in New Zealand.
 - o Drove improvement of the company's earnings from a \$9 million loss before my arrival to a \$4 million profit.

Actuary (1989 to 1997).

- o Supported Latin America and Asia Paolific operations through life and health pricing and reserve projects.
- Assessed profitability of pension business by conducting mortality experience studies.
- Evaluated and negotiated provider contracts for managed care networks.
- Developed and maintained pricing models for single premium and structured settlement annuity business.
- o Priced individual life and second-to-die universal life insurance business.

EDUCATION

UNIVERSITY OF CHICAGO, GRADUATE SCHOOL OF BUSINESS, Chicago, Illinois - 2002

Master of Business Administration, with Honors

DUKE UNIVERSITY, Durham, North Carolina - 1989

Bachelor of Arts, Mathematics, with Honors (also majored in Economics)

PROFESSIONAL CREDENTIALS

FSA: Fellow, Society of Actuaries - 1997

MAAA: Member, American Academy of Actuaries - 1994

PERSONAL

Eagle Scout, Boy Scouts of America - 1982

1241 s Offic Avenue Live Oak, Fly 32064 /(centrie

Joseph W. Duda, FSA, FCA, EA, MAAA

Mr. Duda is the President and Owner of Duda Actuarial Consulting, Inc. His practice specializes in the administration and design of all types of pension programs. In this capacity, Mr. Duda advises employers on all funding and legal aspects of employee benefit planning, with a specific emphasis on retirement, health and welfare, and executive compensation issues. With over forty years of experience in the pension arena, Mr. Duda has served as the chief consulting actuary to a diversified group of corporate, municipal and multi-employer clients.

His public sector experience includes engagements with a wide variety of uniformed and non-uniformed pension plans within Pennsylvania, subject to the Act 205 statute. Some of his larger public sector assignments include projects with the City of Philadelphia Municipal Retirement System, the West Virginia Municipal and Public Safety Retirement Systems, and special actuarial studies performed in the states of Maryland, Virginia, and Wyoming. His multi-employer work includes engagements with the United Food and Commercial Workers, the International Brotherhood of Electrical Workers and various newspaper funds under Knight Ridder.

In addition, Mr. Duda has many years of experience in testifying in front of arbitration panels in the area of pension benefits. He also has been acknowledged to be a pension expert in many states and has been providing testimony at arbitration and grievance hearings for over twenty-five years. Mr. Duda has also appeared at a Presidential Emergency Board established by President Obama as a result of a labor dispute between one of the nation's largest transportation system and its unions.

Mr. Duda's health and welfare experience includes the actuarial analysis of various self-administered programs involving the self-funding of medical, dental, vision, drug and disability benefits. He also has extensive knowledge regarding the required disclosure of post-retirement medical obligations pursuant to the FASB 106 and GASB 45 statements.

Prior to creating Duda Actuarial Consulting, Mr. Duda served as an Audit Actuary for one of the largest international accounting firms in the world and as a chief consultant for a major employee benefits consulting company in the Philadelphia area.

Mr. Duda is a Fellow of the Society of Actuaries, a Fellow of the Conference of Consulting Actuaries, an Enrolled Actuary pursuant to ERISA, a member of the American Academy of Actuaries, and a member of the International Actuarial Association. He also holds a Bachelor of Arts degree in Mathematics from Rutgers University.

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Robert Cirkiel, President Cirkiel Actuarial Consulting LLC

Robert Cirkiel will be a senior member of the OPEB team. Robert has over 40 years of experience as a pension and health care valuation actuary, including six as President of Cirkiel Actuarial Consulting LLC ("CAC"). He is a Fellow of the Conference of Consulting Actuaries, a Member of the American Academy of Actuaries, an Associate of the Society of Actuaries, and an Enrolled Actuary under ERISA.

CAC has a seasoned and very experienced actuarial practice, with over 40 years of experience. We are currently actuary to over 25 public sector plans throughout the US. To date, we have performed OPEB valuations for over 75 entities. In all, we have performed over 250 actuarial valuations for OPEBs and since 2012.

Overall, CAC serves as advisor/consultant to 40 public sector plans in various capacities. Other experience of note:

- former advisor to NJ Division of Pensions and Benefits
- project manager for one of the largest public sector new benefit program implementation in US history
- former GASB staff member on project team

CAC appears regularly before NJ regulatory bodies on health insurance and health benefits related issues, including issues regarding funds such as health insurance funds and association programs.

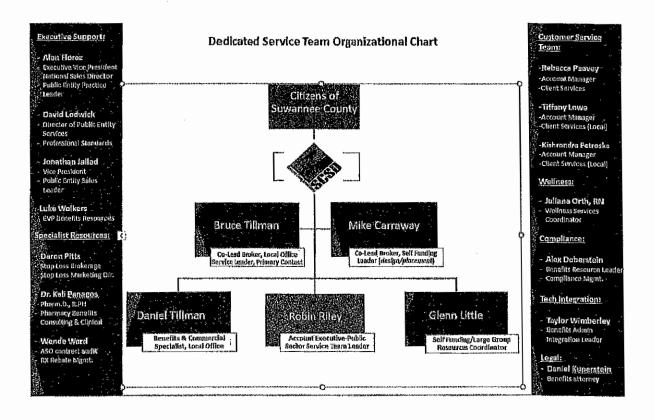
CAC performs annual valuations, reserve analyses, Medicare Part D attestations, Chapter 78 premium equivalence calculations, and special actuarial studies.

CAC actuaries have served as special actuarial consultant to the New Jersey Division of Pensions and Benefits and Congressional Research Services, analyzing proposed benefits legislation.

CAC is one of New Jersey's recognized experts in GASB 75 and other requirements. Robert Cirkiel was one of the original actuaries invited to attend the Financial Accounting Standards Board meetings where FASB 106 was formulated. This is significant as FASB 106 is the private sector equivalent to GASB 45/75 and its precursor. In his career, Robert has reviewed hundreds of FASB 106 reports, many of which were in the years of "early compliance" when the initial planning occurred.

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The team identified to serve the School Board's benefits program includes seasoned professionals that bring collectively more than **100** years of benefits experience to the table along with different perspectives. These varied backgrounds and expertise, coupled with Acentria Public Risk's collegial approach, will enable valuable feedback to the School Board from all points of view, including finance, associate experience and ease of administration.



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c) How would this team be organized to service our organization?



Bruce Tillman

Account Role: Co-Lead Broker, Local Office and Primary Contact

Bruce is the lead contact for the School Board and responsible for the overall management of your employee benefits platform. He works to identify client goals and objectives, understands service requirements, and brings the appropriate internal and external experts and resources into the discussion to complete the Job. Bruce will attend all meetings with staff and the insurance committee. He will work as a liaison between staff, employees, our team and the carriers making sure claim and billing issues are resolved timely.

Bruce is passionate for his community and his business development is reflected by his long-term investment of time into a multitude of organizations within Live Oak and Suwannee County. He has his AA degree from south Florida community College and his B.S. Degree from the University of Florida. Bruce has over 23 years on industry experience. Bruce is licensed in both Life & Health and Property & Casualty Insurance products.

Mike Carraway

Account Role: Co-Lead Broker

Mike will work with Bruce Tillman to assist with the overall management of your employee benefits platform. He will attend monthly or as needed meetings with the insurance Committee to review monthly claims for all products, carrier relationships and negotiations, claims analytics, plan design recommendations, funding solutions, actuarial decisions and Federal / State compliance.

Mike is the Vice President, Benefits Consultant for Acentria's Destin office and Just recently joined the Acentria team in 2021. He has worked in NW Florida for more than 25 years assisting employers in both the public and private sector. He has been in the insurance industry for 34 years. Mike has recently assisted Okaloosa County School District in transition from fully insured to self-insured health plan. In the recent past he has also assisted Santa Rosa and Bay County School systems in their transition from fully insured to self-insured health plans. Mike is a member of the Destin Rotary Volunteer Annual Crawfish Boil (since 2016). Mike has his Florida 215 Health and Life Insurance License.



Daniel Tillman

Account Role: Benefits & Commercial Specialist, Local Office Support

Daniel will work with Bruce Tillman to assist with the School Board's eligibility, billing and online enrollment system. He works with our clients to add and or implement new processes to help mainstream your benefits administration process. Daniel is committed to providing analysis of benefit plans with emphasis on meeting long & short-term objectives, providing presentations to various committees and boards, coordination of open enrollments, health fairs, new hire

enrollment support and work in tandem with our team on escalated member issues and billing reconciliation. As a Suwannee County native and Suwannee High School graduate, Daniel has been entrenched in the community and the school system for many years. Including, being a contributor to local youth sports, serving as a Varsity/Junior Varsity baseball coach from 2014 thru 2021, and a recent inductee into the Suwannee High School Athletics Hall of Fame as a Contributor/Athlete. Daniel is licensed in both health & life and Property & Casualty insurance

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Robin Riley - GBA, VBS, GBDS, Senior Vice President Account Role: Account Executive - Team Lead

Robin is responsible for managing all aspects of your program. She makes sure implementation with our team and the School Board is seamless. Robin will works as a resource to the assigned team to make sure all work is on task and the Service Plan initiatives.

are met timely. She is the day-to-day contact for your Human Resources Department. She works to identify client goals and objectives, understands service requirements, and brings the appropriate internal and external experts and resources into the discussion to complete the job.

Robin has over 23 year of experience specializing in Florida's public entity health and welfare programs. Her wealth of knowledge and experience with self-funding, level-funding, public entity pooling programs, carrier relations, claim mitigation, plan analysis, onsite/offsite health care centers, wellness programs and expertise in compliance issues, state and federal regulations make her a valuable asset to our team and our clients. Robin holds her Florida 240 health and 215 Life licenses including Variable Annuity. She is an active member with SHRM and FPHRA.



Glenn Little

Account Role - Self Funding/Large Group Resources Coordinator

Glenn will support Bruce and Mike in analyzing your employee benefit program to provide analysis on how your program is working and provide recommendations to assist with short and long-term strategies. He has an extensive background in working with governmental

entities; he understands the complexities of public entities budget processes, board agenda presentations, benefit committee presentations as well as the concerns and needs of their employees.

Prior to joining Acentria, Glenn worked in Human Services for a Fortune 500 company. He also worked with Florida Blue Corporate for over six years where he served as the Assistant Account Manager assigned to Okaloosa County School District where he was responsible for day-to-day management and service of the school districts account. As a graduate from Auburn University, with a Bachelor of Science degree in Human Resources Management, Glenn is licensed in Health and Life insurance, including Variable Annuity and has 20. Years of industry experience:



Kishondra Petroska

Account Role: Account Management / Employee Liasion (Local)

Kishondra will support the local office and serve the School Board employees with day-to-day claims advocacy, membership and billing issues, benefit education on a group and employee level. Her wealth of knowledge and experience with self-funding, public entity pooling

programs, carrier relations, compliannce issues, state and federal regulations make her a valuable asset to our team and our clients.

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Tiffany Lowe

Account Role: Account Manager, Client Services (local)

Tiffany will assist our team and School Board with walk in appointments, helping with questions, claim issues, education on benefits and ID card replacement. She enjoys educating employees on how to be a true consumer of their employee benefit plans,

Whether that is conducting new hire and open enrollment meetings; or by speaking to the employee and their family members regarding questions about prescription drug coverage, the importance of staying innetwork, assisting the members find an in-Onetwork provider, or how to best utilize their benefits overall.



Rebecca Peavey, Account Role: Account Manager, Client Services

Rebecca will serve as a liaison between the School Board and carriers, processing of employee eligibility and enrollment changes, troubleshooting enrollment issues and billing discrepancies, assisting employees with their claim questions or concerns.

Rebecca also works with our client's marketing and renewal process. She is an established healthcare professional with 5 years of insurance industry experience. She has a wealth of product knowledge, experience with our carrier partners and with the various carrier online enrollment platforms.

Taylor Wimberley

Account Role: Director of Benefits Implementation

Taylor works closely with our client's Human Resource personnel to help them utilize the Benefits Administration system to automate the enrollment process and increase efficiencies within their department.

Taylor specializes in developing effective enrollment platforms for Acentria Public Risk clients by leveraging our Benefits Administration technology to educate and implement employee benefits programs. Taylor has an Associate Degree in Science from Troy University, has his Florida 2-15 license for health & life insurance and brings over 6 years of industry experience.



Account Role: Wellness Coordinator

Juliana works closely with our client's solely to the furtherance of wellbeing and engagement activities. She works with carriers and other vendors to maximize use of resources that are available including attending wellness fairs and engage with employees in clinical discussions with both wellness committees and members to cater wellness

initiatives based on individual needs. Juliana has an Associate of Science Nursing degree from Polk State College and working on her Bachelor of Science at the University of South Florida.

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- d) SCSB will require a single point of contact for all services. Does your company have a dedicated resource with a knowledge base around the educational sector?
 - i. Who
 - ji, Biographies
 - iii. Job Description

Acentria Public Risk uses a team approach to assure the School Board is receiving impeccable service. As part of the service team for the School Board we have the following assigned:

Bruce Tillman, Co-Lead Consultant will serve as the School Board's single point of contact. He has been licensed and working as an agency owner and benefits consultant since 2006. Mr. Tillman has a wealth of knowledge in the benefits insurance industry and passionate for the Suwannee County community.

Beginning as a partner in the Jordan Insurance Agency, Inc. in 2000 and subsequently as owner in 2006, Bruce utilized his 15 years management experience in corporate agri-business to grow the insurance agency into one of the largest property and casualty agencies in the region. His team at the Jordan Insurance Agency, Inc. now partnered with Acentria Insurance, serves clients in Suwannee and all surrounding counties in Property/Casualty and Employee Benefits. The Employee Benefits Division has continually grown as a result of a focus on client relations, finding benefit solutions to solve individual and employer needs. He strives to make sure the employees understand their coverage, ensure that healthcare compliance is exceeded and educate the client of the technology available to them. The Acentria Public Risks component just tops off the offerings available to the agency client base.

Robin Riley, Account Executive will serve the School Board as a back up to Bruce. She has a wealth of knowledge and experience with fully insured, self-funding, level-funding, public entity pooling, carrier relations, onsite health care centers, wellness programs, claim mitigation and plan analysis. Robin's industry experience expands over 20 years in the area of serving public entities health and welfare needs. She is well versed in FL public record laws, ACA and Statute 112.08 requirements.

Daniel Tillman, Benefits & Commercial Specialist, Local Office Support, will serve the School Board as an additional resource to Bruce and Robin. As a Suwannee County native and Suwannee High School graduate, Daniel has been entrenched in the community and the school system for many years. Including, being a contributor to local youth sports, serving as a Varsity/Junior Varsity baseball coach from 2014 thru 2021, and a recent inductee into the Suwannee High School Athletics Hall of Fame as a Contributor/Athlete. Daniel is licensed in both health & life and Property & Casualty insurance.

Glenn Little, Self Funding/Large Group Resources Coordinator, is an additional resource to serve the School Board. Glenn's multi-disciplinary background of both broker and health carrier executive provides a fresh set of eyes and historical experience to carrier negotiations, specifically to rural counties along the I-10 corridor. He resides in the area and provides a wealth of knowledge for service support and resource deployment.

In addition, we will provide a dedicated email for the School Board to access our team at SCSDsupport@Acentria.com.

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3.2.4. - References: Please provide three (3) public entity clients as references, including at least two whose medical coverage is self-funded. Proposers shall be required to sign the form in Section 10 giving SCSB and IE authorization to contact and check previous performance on projects. Include name of customer, address, contact name, telephone numbers (including facsimile number), and email address. Please include only references within the previous thirty-six (36) months. SCSB and/or the IE will contact these references during the evaluation process. Non- responsive references may reflect negatively on the vendor.

Reference 1:

Okaloosa School District

Russ Frakes

1.20 Lowery Place SE

Fort Walton Beach, FL 32548

Phone: 850 833 5823 Fax: 850-833-4237

frakes@okaloosaschools.com

Reference 2:

Davie County BOCC

Stacy Moyer

123 South Main Street

Mocksville, NC 27028

Phone: 336 753 6005

Fax: 336-753-6019

smoyer@daviecountync.gov

Reference 3:

City of Niceville

Danielle Holley

208 N. Partin Dr.

Niceville, FL 32578

Phone: 850 279 6436 ext. 1412

Fax: 850-729-4577 dholley@niceville.org

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References Ross Beach - Director of Risk Manage	Foundation Risk Partners Corp. ement being of dba Jordan Insurance Agency			
(Name/Title)	(Name of Company)			
Hereby give Suwannee County School Board authorization to check our company's previous performance,				
Authorizing Signature P B	2			
NOTE: All references shall be contacted via an or	iline web form.			
REFERENCE 1.	To be also the work and the second se			
COMPANY NAME: Okaloosa School District	·····································			
COMPANY ADDRESS: 120 Lowery Place SE, Fo	rt Walton Beach, FL 32548			
CONTACT PERSON: Russ Frakes				
PHONE NUMBER: 850-833-5823	FACSIMILE NUMBER: 850-833-4237			
EMAIL: frakes@okałoosaschools.com	WANTE STATE OF THE PARTY OF THE STATE OF THE			
REFERENCE 2.	TO COMPANY AND THE STATE OF THE			
COMPANY NAME: Davie County BOCC				
COMPANY ADDRESS: 123 South Main St. Mocksville, NC 27028				
CONTACT PERSON: Stacy Moyer				
PHONE NUMBER: 336-753-6005	FACSIMILE NUMBER: 336-753-6019			
EMAIL: smoyer@davlecountync.gov				
REFERENCE 3.				
COMPANY NAME: City of Niceville				
COMPANY ADDRESS: 208 N. Partin Dr. Niceville, FL 32578				

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/(((4)11/16)

CONTACT PERSON: Danielle Holley

PHONE NUMBER: 850-279-6436 ext. 1412 FACSIMILE NUMBER: 850-729-4577

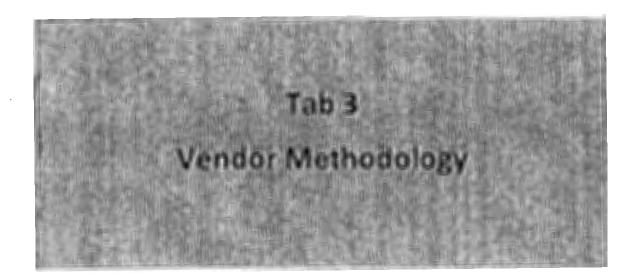
EMAIL: dholley@niceville.org

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Suwannee County School Board Requestrior Proposal (28) 202



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3.3.1. - Vendor Methodology

a) Describe plan for performing the work specified. For each of the required services identified in the scope of services, describe how your firm will accomplish each activity. Include practices, methods, and processes that determine how best to plan, develop, control, and deliver the work specified until successful completion.

In order to illustrate our ability to meet and exceed the required scope we have responded to each scope of service item in detail on the following pages:

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Acentria

8.3.1 Customer Service:

a. Provide claims assistance and intervention on all plans and product lines.

We work for you! Our advocacy support works as an extension to your Human Resource staff to provide efficient and quick responses on your behalf through our local office at 1416 Ohio Avenue, Live Oak, Fl and through our BenefitsVIP Call Center.

b. Coordinate and conduct regular face to face Insurance Committee Meetings (at least quarterly) and other meetings as requested by Suwannee County School Board.

We affirm to Coordinate and conduct regular face to face Insurance Committee Meetings (at least quarterly) to discuss and review:

- Overall strategy of your employee benefit program
- Monthly claim reporting
- Wellness program
- Significant marketplace changes and trends, keeping the insurance committee informed
- Legislative issues and pending or new legislation
- c. Service day-to-day administrative issues including providing assistance in the daily administration of programs, resolution of vendor and carrier service issues, and address questions and concerns raised by Suwannee County School Board's members and management.

OUR OPPORTUNITY.

Acentria Public Risk deploys experienced consultants, that have exceptional skill sets and experience specific to public entity exposures. *The team believes in public service and is dedicated to serving our public entity client needs.* We are available for meetings throughout the year for claim review, renewal meetings, open enrollment, health fairs, and as requested by the School Board.

Service Capabilities

- Extension to Human Resources Our team works as an extension to your Human Resources staff to manage and participate with implementation, communication, and open enrollment every step of the way.
- Personal support of your employees through our local Live Oak office. Our in-house public entity
 advocacy and service team will work in tandem or as a back up to our Live Oak office. Both offices employ
 benefit professionals providing peace of mind as they assist your employees and HR team by answering
 their questions and resolving claims issues.

Employees and their dependents will have direct access to our team that provides first-party administrative and advocacy support with quick resolution for employees and their dependents. We understand that any benefit issues are top priority for the School Board, employees, and their families. We will work to resolve within 24 hours or advise on solution alternatives.

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Below is how we work to resolve any problems:

Supporting day-to-day management of benefits

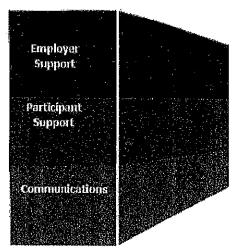
- Relieve administrative burdens, simplifying the entire benefits process.
- Improve efficiency, increase compliance/reduce exposure to risks, reduce costs and benefits workload.

Assisting plan participants to get the most out of their benefits

- Help them make informed decisions and properly enroll/use their benefits.
- Provide peace of mind by addressing all benefit-related questions or issues through personal advocacy.

Communicating to plan participants on the employer's behalf

- Deliver personalized content to plan participants through multiple channels
- Treat every contact as a coachable moment



We have included a sample *Service Calendar* that also serves as a *Stewardship Report*. The Service Calendar will be customized based on the School Board Staff input to ensure the highest level of service and value for the School Board is achieved. *Please see our sample implementation and Service Calendar on page 84*.

d. Provide one qualified contact person for SCSB to contact directly to assist with claim issues and other insurance related questions.

Acentria Public Risk has the resources and team members who will work as an extension to Suwannee County School Board's Human Resource staff. Our team members are all full-time employees who are cross trained and supported to bring a complete breadth of knowledge that is not dependent upon any one team member.

Primary Contact

Bruce Tillman, Jordan Agency 1416 Ohlo Avenue, Live Oak, FL (386) 362-4724 bruce@jordanagency.com

In addition, we will provide a dedicated email for the School Board to access our team at SCSDsupport@Acentria.com.

e. Provide direct access to Human Resources, Benefits personnel including direct office and cellular phone numbers for qualified contact person, as well as instant messaging access. Vendor must ensure access is compatible with SCSB systems.

Bruce Tillman will provide his direct access to Human Resources and Benefits personnel. In addition, the School Board's Human Resource staff will also have direct access to Daniel Tillman, Robin Riley and Glenn Little. The direct access includes our direct office numbers, cell phone numbers and instant messaging. Please see

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f. Assist SCSB Legal Counsel in preparation of defense if any litigation should result from benefits contracting and testify in court as needed/requested.

We affirm, Our firm is prepared to assist the School Board with documentation that is needed if a protest or litigation arises.

g. Provide regular and timely communication of changes and proposed changes in Federal statutes and regulations that may impact the District's employee benefits plans and programs. Recommend procedures and/or policies.

Our Regulatory and Compliance support includes:

- Legal review and opinion on specific regulatory and compliance issues and concerns by in-house attorney and legal team
- Unlimited, in-depth discussion of regulatory and compliance issues
- Prompt, concise, actionable compliance announcements, explanations, assistance, and reminders specific
 to the School Board.
- All required compliance notices customized to the School Board
- Verification that required compliance items are contained in vendor contracts and plan documents

8.3.2 Strategic Planning

Assist the District staff in short- and long-term employee benefits strategic planning. Conduct trend
analysis forecasts, project future renewal adjustments, and analyze the claims pattern.

Strategic Planning - Acentria Public Risk's approach and methodology to the School Board's employee benefits program is to obtain best value by minimizing disruption to employees. Based upon our capabilities we use state-of-the-art data analysis, perception of local and regional options, and our tactical emphasis provides strategic opportunities to set up short- and long-term strategies that will control cost, improve employee education and enhance benefits.

Our objective for the School Board will be to identify the current health cost drivers (claims), examine your stoploss and pharmacy benefit management history and contract, then work with the School Board to identify an effective strategy to mitigate cost.

Below we have outlined the steps required to achieve the first objective:



First Objective		
Develop Strategy	Execute Plan	Measure Results
Client Data Gathering & Analysis Cost Drivers (Plan/Profile/Risk) Benchmark Analysis Considerations Claims Claims Claims Culture Goals & Objectives Budget Requirements Employee Perception Challenges Improvement Opportunities Timing	Annual Action Plan Market Analysis Claims Experience Plan Undorwriting Plan Offerings Plan Funding Carrier Nagotiations Contract Review Open Enrollment	Plan Utilization Claims Networks/Discounts Networks/Discounts Networks/Discounts Networks/Discounts Networks

Next, we will obtain all historical claims data and current contracts in place to appropriately assess and identify the underlying cost drivers with the goal of containing cost for the School Board, your employees and their families. We will seek opportunities for contractual and program enhancements / modifications for your May 1, 2023, plan renewal and future renewals. Please see our renewal timeline on page 102.

Our approach to long-term planning revolves around two core principles:

- Continue offering employees quality benefits that help protect their financial and health and wellbeing, while helping protect our clients' costs associated with offering healthcare.
- Establish a long-term strategy with a near-term progression that minimizes the impact year-over-year of changes that help progress toward long-term financial and strategic goals.

Our approach to establishing a plan follows the below depicted progression. Any consideration we recommend to the School Board from a strategic perspective will have a savings projection clearly defined, along with the cost-benefit-analysis of any change from the current program.

Ultimately, we will collaborate with the School Board to establish a 5-Year Strategic plan which we have provided an illustrative example below.

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Menagement Boy In 8.		1		Communication &
Elegement	Education	.	& Education	Education
Committee to the	Evaluate Funding Options for dental and	Educate Employee & Dependent	Evaluate Programs	Lifestyle
Emerion:	vision plans	Consumerism	Evaluate Programs	Accountability
Evaluate havi anca	Evaluate/negotiate/ASO	Evaluate Pharmacy		
Pens (Salkiunded Realth, Fully)incurso dantal, Vision Jife	agreement Stoploss	Examine ASO vs	Non-compliance	
denial Vision Ife	contract, Pharmacy	Third Party	Monitoring &	
olsability.	contract	Administor	Penalties	
angilanenel)		services		
Compliance	Evaluate EAP program	Diek Identification &	Mollnoss POI	
Сопиршисы Аянэнтый	and utilization	Stratification	Reporitng	
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	Assess Wellness	Eviduata indusenda	Predictive	
joj rojej za niv. ijali italiivas	programminatives	Evaluate insurance plans and	-	
	Program utilization	contracts	· Wellness · Coaches	
Bandhmanking	analysis		. (Outreach)	
3-year olafin			:	
ievisy/iensvelfilisiory	Network Analysis	Dependent Audit		
Volumery Benefits Cap.		Bio-metric Testing	:	
Amplyeis				
IReview & Waximize	-Disease Management		. •	
	-ROliAnalysis	Assess wellness program/initiatives		
Relige Program	-Participation vs	Program utilization	•	
Filledlaer/Antaltysta	Outcome	analysis		
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F9As			;	

b. Assist the District staff in the development, implementation and ongoing management of an effective and measurable wellness program that will reduce health and welfare cost over the long term.

Juliana Orth, RN and Wellness Manager has in-depth experience with worksite health & wellness and disease management trends and innovation to provide a successful wellness program. Juliana will collaborate with the School Board's Human Resources staff and SCSD's Employee Wellness Center to optimize your wellness program and increase participation.

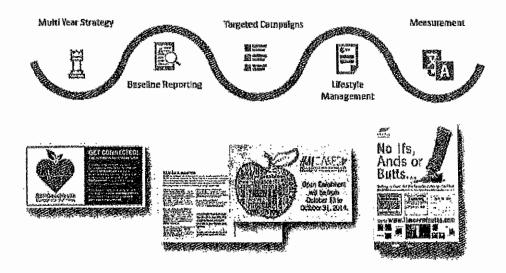
Our experience with wellness plan strategies and disease management programs include:

 Member assessments and awareness tools, most commonly biometric screenings, and health risk assessments.

- Programs and policies supporting a culture of health and well-being, such as tobacco-free environments, physical activity challenges, stress reduction tutorials, mental health and financial fitness seminars.
- Incorporation of health coaching, disease management, and targeted programs to reinforce healthy lifestyles and compliance with standards of care for those needing it.
- Strategic vendor partnerships to fill needs, encouraging collaboration and integration to optimize the member and employer experience.

Our wellness strategies are designed using a comprehensive set of data sources on health plan costs and utilization, as well as complying with Federal and State Mandates.

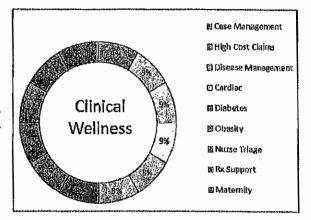
- Negotiate with your health insurance carrier wellness dollars to financially support your health fair, biometric screening event and activities.
- Wellness Committee At the School Board's discretion, our team can set up, manage and attend all wellness committee meetings to share and implement ideas and structure.
- Set up and manage a timeline for all activities, with the School Board and/or Welfness committee input.
- We are prepared to assist/manage a biometric screening/health fair event that includes Health Risk Assessments, employees wellness education and local wellness vendor participation.
- Include wellness incentives for participation.
- Strive for 50% or better participation.
- Review reporting from Health Risk Assessments and claim reporting to analyze top conditions.
- Review EAP utilization and educate employees on using the program
- Develop and manage custom wellness activities with a focus on the School Board's Health Risk Assessment reporting throughout the year, such as: walking challenges, weight loss, lunch n learns, financial fitness campaigns, health workplace initiatives, promote the School Board's EAP program.
- Acentria Public Risk will design and conduct customized assessments and/or employee surveys.



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Through our reporting capabilities we will measure and report on a regular basis:

- The clinical, financial and behavioral improvements.
- The effectiveness of the providers.
- The current state of the School Board relative to the baseline assessment and normative data using our reporting capabilities.



c. Participate in management presentations involving benefit strategies and issues.

We affirm our team is well versed with strategic resources and ideas to mitigate cost and enhance employee benefit programs. We will collaborate with the School Board's staff for our strategic meeting and provide full participation in management presentations.

d. Keep the District Informed on issues and changes in the benefits marketplace.

Acentria Public Risk prides itself on being a market leader. Our goal in being a market leader is to be in front of the innovation curve, delivering data to our client to make better decision all in an effort to maximize benefits for our client while driving down their overall cost.

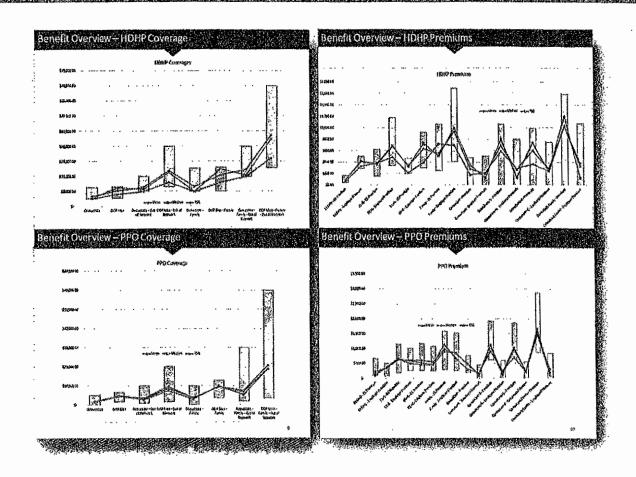
We define a market leader as a firm who has:

- Negotiating Power: A National firm with Tier 1 status with all carriers
- Thought Leadership: Innovative and creative ideas to create strategic plans to maximize employee benefits while managing cost drivers
- People: Qualified staff with technical skills to keep our client promises. We back it up with a performance guarantee.
- e. Provide information regarding trends and benchmarks in the benefits field, including annual benchmarking studies.

Acentria Public Risk affirms to meet this requirement through our benchmarking resources. We benchmark programs to compare how The School Board's current plan compares to other employer-sponsored government plans in the state and geographical area. We assess your plan designs, identify trends and monitor plan utilization patterns for opportunities to adjust plan design or to educate consumer behavior. Each of these factors is measured against a national database so we can compare the School Board's factors against comparable municipalities. We utilize our multi-sourced normative benchmarking data base that consists of 50,000 unique employer groups via Truven Health Analytics. We use our benchmarking data for opportunities to educate employee consumerism. Please see our sample benchmarking reports on the next page.

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f. Provide, maintain, and update comparison reports of other cities, counties and special districts' benefit plan offerings and costs to determine their competitiveness to District programs as needed.

Acentria Public Risk affirms to meet this requirement, please see our sample on the previous question.

g. Serve as a source of general expertise for various benefit issues the School Board may encounter.

Our team is ready to serve the School Board through our experienced consultants that have exceptional skill sets and experience specific to public entity exposures. Our team has a combined 100+ years of industry experience and local office expertise to round out our service platform for the School Board. Acentria Public Risk also provides additional resources to your Human Resource staff that are available 24/7 to specifically address the needs of our Public Entity clients include:

Acentria HR provides our public entity clients with two powerful solutions in one convenient package:

- AcentriaHR provides our clients with an easy, efficient solution to help manage your HR compliance and employee relations issues.
- Our HR Support Center with HR On-Demand provides 24/7 access to online Human Resources tools and documents, as well as Live HR advise from our team of certified HR advisors.
- HR Training and library with over 300 topics

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MYWave Client Portal is a dedicated resource for all things insurance:

- Compliance gives you access to an exclusive set of comprehensive guides full of federal legislation including FAQ's, forms, and quick references
- Documents on Command Instant access to a library of downloadable articles covering a variety of topics
- Resources Access to useful links and information from credible industry-related websites
- Health Shop Ready to print newsletters created for your employees containing comprehensive consumer information

Below is a list of our professional memberships where we stay informed all issues public sector entitles are facing today that help us to service our public entity clients:

- FERMA Florida Educational risk Management Association
- FPHRA Florida Public Human Resources Association
- FCCMA Florida City and County Management Association
- FLC Florida League of Cities
- FAC Florida Association of Countles
- FGFOA Florida Government finance Officers Association
- PRIMA Public Risk Management Association
- RIMS Risk & Insurance Management Society
- SHRM Society for Human Resource Management

8.3.3 Compliance

a. Prepare all "master applications" and other documents.

In collaboration with the School Board, we affirm to prepare all "master applications" and other documents as needed.

 Review all contracts, Summary Plan Descriptions, documents and other information as requested for accuracy.

Our team will review all contracts, Summary Plan Descriptions, documents and other information as requested for accuracy, compliance and to make sure the contracts conform with the School Board's decisions and commitments under any union agreements.

c. Prepare and coordinate preparation of Summary of Benefits and Coverage.

We affirm to provide this service in collaboration with the School Board's administrative services provider, Florida Blue.

d. Prepare, coordinate and provide all compliance related documents as required, including but not limited to, required Federal and State Notices and documents for PPACA such as Exchange Notice, Michelle's Law, COBRA, Newborns' and Mothers' Health Protection Act, Section 125, CHIP, WHCRA, Medicare D Notice, etc....

We affirm to provide compliance service and required notices to the School Board. The required Federal and

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State Notices are always a part of our Benefits Guide that we distribute at each open enrollment period. We also post all notices electronically to your website, employee network or online enrollment vendor. Acentria Public Risk provides the following comprehensive suite of compliance services to our public entity clients:

- Compliance Assessment/Audit: A thorough review of the client's current compliance initiatives and a
 complete report, recommendations, and service plan for remediation of all deficiencies and ongoing best
 practices.
- In-House Compliance Expertise: Information-sharing and guidance on all health and welfare compliance topics: eAlert bulletin services that provides the latest information on regulatory changes, Webinars that provide information sharing and expert analysis on a variety of topics.
- Compliance support associated with ACA reporting requirements: We work with preferred ACA reporting
 vendors to help our clients satisfy the annual 1095-C and 1094-C requirements. Our commitment to the
 School Board is to identify your unique needs associated with information reporting and variable hour
 tracking to determine the appropriate vendor required to meet each of these requirements. The typical
 scope of services includes:
 - 1095-C distribution to employees
 - o 1094-C filing with the IRS
 - o Variable hour tracking required for benefits eligibility determination
 - Data normalization
- Healthcare Reform guidance: Proactive consultation by experts in the ACA and other related laws and regulations.
- HIPAA training: Education privacy officers and PHI handlers on how to protect sensitive employee information and to abide by notification requirements.
- COBRA compliance review: Procedure evaluation, premium billing, qualifying events tracking, eligibility, reporting, training and more.
- Nondiscrimination consulting: Plan review to determine equal treatment of employees regarding eligibility, contributions, and benefit offerings.
- Wellness plan review: Ensure compliance with ACA, HIPAA, GINA, ADA and other laws and regulations.
- Miscellaneous consultation: Analysis of USERRA, GINA, cafeteria plans, Section 125, Consumer-Driven Health Plans and more.

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 Assist Suwannee County School Board in obtaining quotes from qualified actuarial firms to complete necessary certifications as requested by state and federal laws.

We understand the importance of actuarial and financial reporting services to support the School Board's budget process and required filing to the state. We have three subject matter experts that we have used on many of our self-funded accounts and have included their resumes on the following pages for Jay Miniati, Joe Duda and Robert Cirklel to demonstrate their experience and qualifications. We partner with these individuals on our self-funded clients across the country, private and public, and are confident in their ability to meet the scope laid out in the School Board's RFP.

Please see their resumes on page 61

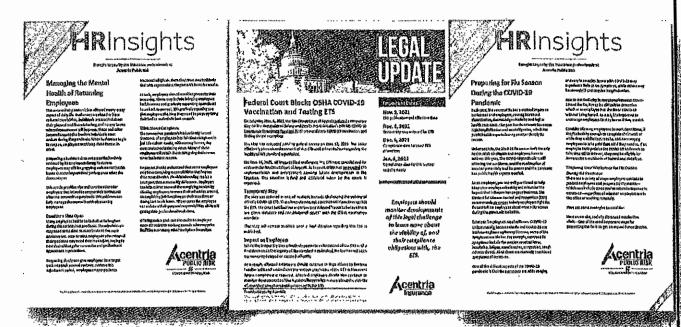
f. Provide to Suwannee County School Board's actuarial firm the correct data necessary for certification of OPEB liabilities; the actuarial firm shall bill Suwannee County School Board directly and shall be paid by Suwannee County School Board.

We affirm we will meet this requirement as our self-funded experienced team has provided this service many times for our self-funded public entity clients. We will work with Florida Blue, ASO Administrator / carrier to provide the information that is needed by the Actuary in a timely manner to include the necessary reports and other data elements to perform this work. We will perform large claim and trend analysis, rate development, contribution strategies, stop loss cost/benefit, cost projections and budget development, reserves/IBNR, statutory filings, among other evaluations to monitor plan performance.

g. Provide up to date and accurate information related to Healthcare Reform, compliance and any other benefits-related legislation which might arise including calculation and preparation for submission, any required fees due with regard to ACA Compliance/Healthcare Reform.

Our compliance team consistently monitors regulations and guidance related to federal/state/local laws and provides strategies to mitigate the employer's risk. Our benefit compliance services include continuous monitoring and information sharing regarding laws, regulations and guidance that impact multi-state employers. Monitoring includes but is not limited to the Affordable Care Act (ACA), COBRA, HIPAA, ERISA, USERRA, cafeteria plans, flexible spending accounts, Section 105 medical expense reimbursement programs, Form 5500 annual reporting requirements, etc. This information is distributed through our eAlert program.

ikshte folgrev Avenute Nverolal (1815-87-064) Our Account Management teams are actively engaged in the industry and possess a thorough knowledge of the market and trends. They routinely communicate this information to clients through direct contact with Account Management and our proactive eAlert notification program.



Provide resources and answers for compliance-related questions.

Compliance Services—Overall

Regulatory compliance is an Acentria Public Risk core competency. Our full-service, comprehensive benefits compliance services are provided through our internal Compliance team under the direction of our head ERISA Attorney, Daniel Kuperstein. Our engagement with the client begins with a thorough compliance assessment audit and continues 52 weeks a year with a systematic monitoring and information-sharing platform that educates and informs you on any and all laws, regulations, and guidance that impact your plans.

Compliance Services-List

Monitoring by our internal compliance experts includes but is not limited to the <u>Affordable Care Act</u> (as is currently stands or will be amended), COBRA, HIPAA, ERISA, USERRA, cafeteria plans, flexible spending accounts, Section 105 medical expense reimbursement programs, Form 5500 annual reporting requirements, etc. Our comprehensive suite of compliance services features:

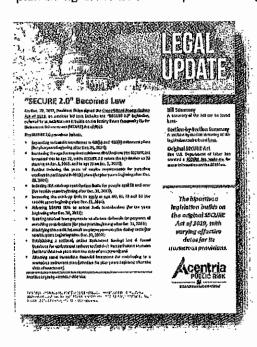
- Onsite Compliance Assessment/Audit: A thorough review of the client's current compliance initiatives
 and a complete report, recommendations, and an action plan for remediation of all deficiencies and
 ongoing best practices.
- Regulatory eAlert Bulletin Services: The latest information on regulatory changes.
- Webinars: Information-sharing and expert analysis on a variety of topics.

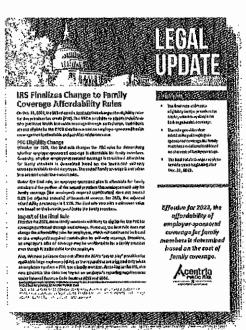
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- In-house Compliance Expertise: Information-sharing and guidance on all health and welfare compliance topics.
- Compliance assessments: Review plans, policies, procedures, and filings for compliance with federal, state
 and local laws and regulations
- ERISA plan document/SPD amendment: Draft and amend plan documents and summary plan description.
- Filing & reporting assistance: Assist with IRS Form 5500 filings, ACA Information Reporting and the Delinquent Filer Voluntary Compliance Program
- Healthcare reform guidance: Proactive consultation by experts in the ACA and other related laws and regulations.
- HIPAA training: Educating privacy officers and PHI handlers on how to protect sensitive employee
 information and to abide by notification requirements.
- COBRA compliance review: Procedure evaluation, premium billing, qualifying events tracking, eligibility, reporting, training and more.
- Nondiscrimination consulting: Plan review to determine equal treatment of employees regarding eligibility, contributions, and benefit offerings.
- Wellness plan review: Ensure compliance with ACA, HIPAA, GINA, ADA and other laws and regulations.
- Miscellaneous consultation: Analysis of USERRA, GINA, cafeteria plans, Section 125, Consumer-Driven Health Plans and more.
- i. Provide SCSB Human Resources department with resources and contacts for general Human Resource related legal and regulatory questions.

Our compliance team continuously monitors legislative changes, both at the State and Federal level. The CAA's transparency requirements could pose a hardship on employers that are often not equipped to monitor and act upon the law. Our skilled compliance staff will analyze how the CAA, as it presently exists or is amended, impacts your plans. They will deliver timely advice, guidance, and assistance, including any required or recommended plan changes. Please see samples of our legal updates below:





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 AcentriaHR Online Support Center with HR On-Demand that provides you with 24/7 access to online Human Resource tools and documents including Live HR advice from our team of certified HR advisors.



The HR Support Center with HR On-Demand

Two powerful solutions in one convenient package

The **AcentriaHR Support Center with HR On-Demand gives** you anytime access to online HR tools and documents, as well as live HR advice from our team of certified HR advisors.



The value of expert HR support

Our HR Advisors can help you save thousands in HR costs and penalties

\$50,000

Potential cost of a single bad hire due to lost productivity, rehiring, unboarding, and training expenses.

\$10,000

Potential penelty for wage & hour violation under the Pair Labor Standards Act.

\$7,000

Potential fine for each Occupational Safety and Health Act (OSHA) violation.

Reliable advice. Rigorously audited content. Ridiculously easy to understand.

- Practical, live HR advice
- HR ticket history
- HR Conclerge tive chat assistance
- Day Ubrary
- Lew alert notifications
- Resources govering common employer laws including ACA, FLSA, and FMLA
- Sexual harassment prevention training
- A HA trainings
- HR Advisor newsletter
- 🔞 HR fitness test to assess HR gaps
- Ask the Advisor Q&As
- Guicles on popular HR topics
- Proactive bandbook builder
- Policy customization
- Custom job descriptions
- New hire lats
- HR forms, templates, and pollales library

Acentria

Resource Portal – We provide direct access to compliance resources through our Acentria Client Portal. The Client Portal contains a vast library of tools, services and resources that support our clients; some examples include OSHA log templates, Job Descriptions, Salary Benchmarking, Learning Management System, Wellness Promotion and Toolkits.

Below is a screenshot of our Client Portal.



j. Provide research and professional advice on new developments in benefits law and programs both state and federal, making sure SCSB is always current on any new developments and/or requirements relative to legally administering its benefits plans, i.e., Public Health Service Act, HIPPA, COBRA and others.

We affirm we will meet this requirement. Additional details on our compliance support services can be found in the previous questions g - i.

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Our Guaranteed Regulatory and Compliance Support

- ✓ Legal review and opinion on specific regulatory and compliance issues and concerns by in-house attorney and legal team.
- ✓ Unlimited, In-depth discussion of regulatory and compliance issues.
- ✓ Prompt, concise, actionable compliance announcements, explanations, assistance, and reminders specific to the School Board.
- ✓ All required compliance notices customized to the School Board.
- ✓ Verification that required compliance items are contained in vendor contracts and plan documents.
- k. Assist in COBRA, HIPAA, and PPACA compliance, including review and preparation of SPDs and Plan Documents.

We affirm our team is prepared to act as a resource to advise the School Board in the areas of COBRA, HIPPA, Cafeteria Plan Section125, ERISA, EEO, FMLA, Health Care Reform laws, and other areas in the insurance fields where expertise and guidance may be requested.

I. Review pertinent contracts and other legal documents to insure that they accurately reflect negotiated benefits, services and terms.

We will work with the School Board's Human Resources staff to ensure that all benefit commitments have been considered throughout the renewal negotiations, RFP, evaluation, and implementation process, and that the resulting contracts conform with the School Board's decisions and commitments under any union agreements.

m. Provide support in the preparation of reports and senior management presentations.

We affirm our team will prepare executive summary reports and make presentations to senior management and Board meetings.

8.3.4 Reporting

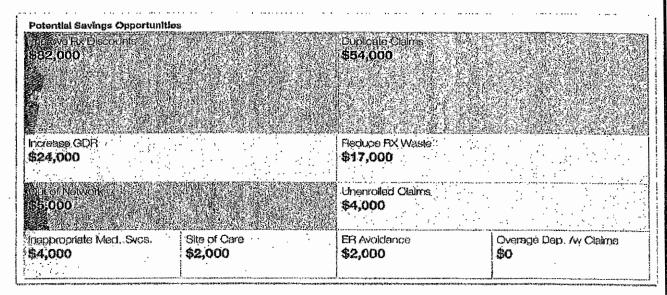
a. Maintain all finance reports including the benefits cost analysis. This data must be customized to provide the data as requested by Suwannee County School Board. Provide reports on a monthly basis and as requested. This would include but not limited to reports for claim summaries, financial data, high end claimant, and utilization reports.

We affirm we will meet this requirement through our customized reporting capabilities. Our team will analyze current plan structure and design, historical, current, and projected costs, claims experience and utilization, contracts, etc. At the same time, we review employee-specific aspects, including contributions, communication material, and overall plan satisfaction.

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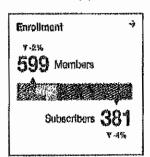


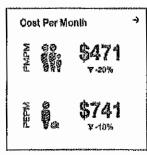
Our analytics platform helps employers gain transparency within their data to identify quantifiable savings to hold their carriers and vendors accountable.

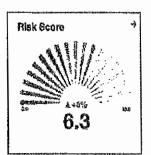


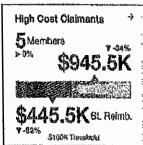
The platform offers layers of data-driven insights, including standard dashboards that quickly identify what is driving costs within your population and identifies emerging trends.

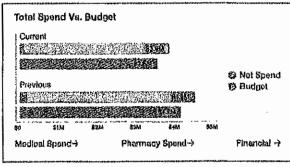
- Identify healthcare waste
- Quantify and target savings
- Set ROI performance guarantees with each vendor to obtain maximum value
- Measure the impact each solution implemented delivers
- Identify potential savings opportunities

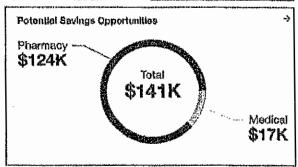












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 This platform also provides the School Board with a means to meet your obligations as a fiduciary under the new CAA requirements.



Secures your procurement process and documentation:

 Organize, timestamp and store the documentation needed to run a fiduciary process

Dissects and analyzes your medical and Rx data to:

- Substantiate your procurement decisions
- Perform regulatory reporting
- Provide substantial savings opportunities
- Improve your population health

Provides the benchmarking necessary to must Fiduciary procurement obligations:

- · Plan design benchmarking
- Pharma benchmarking
- Site of care benchmarking.
- Financial Exposure: We review all claim/account data provided by carriers, including full analysis and validation of renewal developments (as applicable based on funding), claim projections, claim factors, loss ratios, and other contractual and budget-related exposures.
- Plan Utilization and Trend Analysis: We use carrier reporting packages as a starting point to develop a
 customized analysis that clearly illustrates key cost drivers, metrics and year-over-year trends. Our executive
 summaries, key observations and charts provide an efficient way for clients to understand the most relevant
 aspects of factors driving their costs, how the plan is performing and the emerging health risks within their
 plan participant population.
- Alternative Funding Analysis: Our consultants and underwriters are industry veterans with expertise in
 every funding arrangement available in the market, including Administrative Services Only (ASO), ASO with
 stop-loss, Third-Party Administrator (TPA) with stop-loss, participating contracts/shared returns, minimum
 premium, level funded, graded preferred, fully insured, trust arrangements and benefit captives. We
 evaluate a client's demographics, financial risk tolerance and claims experience against all available and
 viable alternatives in the market to determine the most suitable and favorable funding arrangement.
- Underwriting: In collaboration with our actuaries, our in-house underwriters are experienced in all aspects
 of health and welfare benefits and have the ability to develop and calculate pre-renewal projections; indepth renewal analysis and competitive marketing; negotiations with carriers and stop-loss underwriters;
 claim lag analysis and IBNR calculations/annual reserve adjustments: equivalent rates; and claim factors.
- Benchmarking: We assess your plan designs, Identify trends and monitor plan utilization patterns for
 opportunities to adjust plan design or consumer behavior. Each of these factors is measured against a
 national database so we can compare the School Board's factors against comparable municipalities.

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- Project Plan Status: We ensure that Service Plan key Initiatives are monitored and remain on track to planned deliverables.
- Vendor Performance: We evaluate service level guarantees, including but not limited to claims payment turnaround, network discount guarantees, fixed-cost guarantees prescription rebate guarantees, and claims management guarantees.
- Stop Loss Analysis: We collect year-over-year data to review expected and aggregate loss ratios; renewal
 developments and policy year claim projections; a claim lag study and calculation and appropriateness of
 IBNR reserves; development of equivalent rates; individual stop-loss analysis to determine historical loss
 ratio and appropriateness of pooling levels and costs; analysis of stop-loss contract including contract basis,
 reimbursement methodology, terminal liability provisions, terms, and pricing; and more to gain a detailed
 understanding of your loss history.
- Annual Pharmacy Benefit Management. We work with you to discuss pharmacy benefit management strategy/goal as well as attend and participate in the annual review with the PBM.
- Quarterly Pharmacy Benefit Management. On a quarterly basis, we monitor PBM vendor performance, review utilization/costs, and review PBM generated reports. Our team will provide guidance and recommendations based on the utilization. In reviewing the claims data, we may make recommendations for clinical interventions which provide significant savings to the plan. These interventions may include moving a patient to a lower cost medication.
- Bi-Weekly/Monthly Pharmacy Benefit Management. On a bi-weekly/monthly basis, we provide a high level of communication with regular meetings. We review the ongoing PBM issues log and comment on open Items/action items. We review any plan design changes and discuss member impact and recommended communication plans. Our team continually provides pharmacy benefit industry updates, including legislative, new products, and more.
- Ongoing PBM/Contract Management. On an ongoing basis, we support pharmacy benefit related
 questions and resolution of complex pharmacy issues. Our team will support ongoing PBM contract review,
 enhancements and negotiations and evaluate vendor programs to control costs.
- Industry leading clinical interventions. Our clinical team provides solutions that reduce cost and improve
 outcomes which enable plans to remain successful and sustainable. Our clinical interventions utilize an
 extraordinary depth of clinical pharmacy expertise and professionalism to work effectively with all key
 components of patient care in order to achieve remarkable outcomes clinically effective, member
 centered with significant plan savings. Our strategies favor clinically useful drugs over financially driven
 brands resulting in truly lowest net cost for plans. Improved value overall, bring transparency forward and
 reduce costs.
- Claim re-pricing strategies. Most PPO networks do not protect self-funded employers from out of network
 claims. With our approach, we generate an additional <u>25% savings</u> on these claims. This is accomplished
 without benefit design changes, it's equal to or better than collective bargaining agreements, and
 employees are held harmless.

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Claros Analytics uses real-time and historical data that will help the School Board to make crucial funding
decisions. The program articulates how your healthcare plan design, member demographics, claims
experience and utilization will impact premium rates by using the School Board's profile and claims data
to credibly project the future. This high-quality analysis allows our evaluation and recommendation
proposals to be presented and communicate the information in a clear and concise manner.

Cialms: Projected and Historical Projection date 7/1/2018 Projetted claims below pooling point - per capita per month 952.40 Projected claims below pooling point - fetel 1,627,103 Çlaims Experience Historical Claims and Enrollment Period (12 months beginning) 10/1/2016 10/1/2015 10/1/2014 1,600,000 197 190 170 1,400,000 1,226,380 1,132,602 1,172,565 1,200,000 259,928 743,590 265,606 1,406,309 1,000,000 1,376,192 1,443,191 ê00,000 339,17 310.00 464.79 GRX1,000 \$0.0% 93.9% 16.7% 480,000 æ 160 952,40 composite per capita ciam cons 133 erne being a tube no be sed eigh action to butter to butter but bet bet betternoo 30/3/2036 10/1/2019 10/1/2014 NEXT Modical Chiana (225) by Claims, essent Avg Enrollment Large Galms Incorred Large Claims Period (12 months beginning) 10/1/2016 10/1/2015 10/1/2014 500.001 450,000 83,576 54,861 65,854 141,553 268,346 53,248 350,003 99,634 175,624 MALTIKEE 47,319 22(1,000 150,000 100,000 10/1/2016 11/1/2015

Plan Comparison to show the financial effect of plan design changes.

Company Names	Dewey, Countem, & Howe	Plan Effective C	Pates 7/1/2018
Plan Comparison			1
	Current Plan Design	Proposed Han Daden	Current vs. Proposed
Deductibles Individual			1,003 3,000
Family	1000 1000 1000 £000	2,000 4,000 6,600 18700	100
Calvanianco	80.0%	DOCK EGON	G (54 0,093
Mus. Det of Pocket	THE OWNER OF THE OWNER	THE STREET STREET, STR	To provide the contract of the
incirridus! Farilly	8,500 13,000 11,000 22,000	5,500 11,600 11,000 22,000	0
Coplys Emergo hey Room	250 1/4	2K 1/3	0 B/4
Urgent Care	50 N/a	SC n/a	D 6/4
Physician - Primary Cara Physician - Specialis	40 11/1	11/3 40 11/0	D/4
Re	AND MANAGEMENT	Western Mai Coler V	ALLO MARIET
Generic Stand - Formulary	10 25 50	10 20 23 50	9
Brand - Mon-Framulary Epochalty	20) 100 20) 490	300 A(1)	0
-4-1-1	Ironana anno anno anno anno anno anno ann	home and the state of the state	Projected Impact
		P-14-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	Millerence X Chunge
Especial Annual Plan Cost Plan Cost Share* (N)	2,042,379 82,4%	1,908,017 79,4%	-184,301,90 -5,6% -2,9% -3,6%
Participants' Cost Share* (%)	17,6%	20,5%	2.9% 16.7%
Participants' Con Share' (\$)	931	1,083	121.81 13.1%
* Desucable * Colorwance + Copare	t işcət bəş Lingildə Sabigdəs Eçuly pagsabt		Powered by Claros Analytics

b. Provide additional reports as requested.

We affirm we will meet this requirement as we have demonstrated our reporting capabilities in this section to support the reporting requests of the School Board.

8.3.5 Plan Management

a. Assist with the development, negotiation and implementation of health and welfare providers on various topics, including, but not limited to, premium rates, benefit levels, performance standards and guarantees, contractual terms and conditions, quality assurance standards, utilization and performance reports, statistical and/or financial reports, and where applicable plan-specific data such as medical conditions, prescription drugs, high-cost procedures and in-patient data.

We provide reporting to ensure deliverables are achieved and plan performance is monitored and measured. Reporting is also an essential aspect of evaluating vendor service guarantees and monitoring the *fiscal health of a client's overall benefits program*. We take a custom approach with a combination of vendor reporting, industry sources and supplementary reports to answer requirements.

Standard reporting includes the following:

- Review all claim/account data provided by carriers, including full analysis and validation of renewal exhibits.
- Compare performance from period to period and relative to Book of Business benchmarks.

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- Identify trends and monitor plan utilization patterns for opportunities to adjust consumer behavior or plan design.
- Ensure Service Plan key initiatives are monitored and tracked to planned deliverables.
- Evaluate service level guarantees, including but not limited to claims payment turnaround, network discount guarantees, fixed-cost guarantees and claims management guarantees.
- Provide cost projections during the mid-year pre-renewal process for the upcoming renewal, track cost and identify areas of concern.

Stop-loss analysis. We collect year-over-year data to review expected and aggregate loss ratios; renewal developments and policy year claim projections; a claim lag study and calculation and appropriateness of IBNŘ reserves; development of equivalent rates; individual stop-loss analysis to determine historical loss ratio and appropriateness of pooling levels and costs; analysis of stop-loss contract including contract basis, reimbursement methodology, terminal liability provisions, terms, and pricing; and more to gain a detailed understanding of your loss history.

Contribution strategies. We provide detailed contribution modeling annually as part of our planning and renewal process. Below are examples of contribution models we have implemented for clients:

- Contributions as % of wages with not-to-exceed limits
- Contributions based on core/buy-up strategy
- Contribution based on salary bands for associates and executives (all with fixed dollar amount)
- Spousal and/or dependent surcharges
- Contribution modeling compliant with affordability provisions of Healthcare Reform and safe harbor test modeling.
- Smoker surcharge contribution scenarios.
- Contribution based on percentage of total rate
- Applying percentage of fixed cost increase to employee contributions
- Lowering costs on EPO/HMO plan, smaller increases to lower salary tier (a strategy to encourage higher enrollment, migration)

Provider network analysis. Our process includes repricing of claims when appropriate, discount analysis using resident zip codes, geo access studies and radial analyses to evaluate access, and CPT-code analysis based on the top 20 utilized services. When access to carrier claims data is not possible, we rely on the results of the marketing of the client's plan to prospective carriers. We provide those carriers with summary claim reports and demographics on the client's population. The prospective carrier will know whether their network discounts are strong in the geographic regions utilized by that client (in comparison to the incumbent carrier) and set their pricing accordingly.

Benchmarking. We benchmark programs to compare how the School Board's current plan compares to other employer-sponsored government plans in the state and geographical area. We utilize our multi-sourced normative benchmarking data base that consists of 50,000 unique employer groups via Truven Health Analytics.

Evaluating pharmacy spend. Pharmacy, especially specialty medications, is the fastest rising component of healthcare costs. In an environment of political and public finger-pointing and increased scrutiny of the intricate shell game of the drug supply chain, the industry's middlemen (i.e., PBMs, wholesalers) will be forced to increase value and efficiencies or risk being squeezed out of the equation.

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Pharmacy benefits are typically the most utilized benefit by plan members and one of the fastest-growing cost-drivers. Specialty drugs are medications with high costs for a course of treatment or a year of therapy. Some health plans also categorize drugs as specialty if they are novel therapies that require special handling, monitoring, or administration, or are used to treat rare conditions. In general, elevated costs are a distinguishing characteristic of specialty drugs. A survey by EDM Serono Specialty Digest found that 85% of health plans consider high cost a determining factor in identifying specialty drugs. *Medicare's definition of specialty drugs is also based on price: pharmaceuticals costing \$600 or more per month are considered specialty.*

Specialty drugs are a constantly growing segment of today's medical treatment plans for complex diseases, including cancer, multiple sclerosis, rheumatoid arthritis and hepatitis C. Specialty drugs cost an exorbitant amount; they now make up roughly one-third of the total U.S. prescription drug spend and are expected to rise to 50% in the next 2 years. It's not uncommon for two or three individuals' prescription expenses for one or two specialty drugs to represent more than half of an employer plan's entire drug spend. And as a result, it's also not uncommon for an employer plan's prescription claim costs to increase 30-40% in one year.

Evaluating a Pharmacy Carve-out plan will provide the School Board with transparency into the pharmacy benefits, allowing greater understanding and control of the School Board's spend, improved contract terms, and the ability to track/monitor performance. We expect this approach to yield at least an 18-25% savings on pharmacy spend, which is a \$200k annual improvement to the School Board's budget.

Retiree solutions: Evaluation of Group Medicare Plans for the School Board's retirees. Fully insured Group Medicare plan provide a single platform design with a broad, national provider access. It's tailored to provide you with the value and flexibility to meet the healthcare benefit needs of your retirees. The School Board could see savings of 30% to 60% based on our results with other governmental clients. Since a Medicare group plan is responsible for the entire claim liability, the plan offers clinical programs and services to help retires lead healthler lives.

Group Medicare Retiree Plans	Fraditional Approach	Group Medicare PPO Approach	
	CIS	\$35	
Structure of plan	Medicare + Employer Group Plan	Single Plan	
Claim administration		aga aka ana mananana atau kang kata mpinatsa aha ali aka mpinatsa ka	
Quality Incentives for health care providers	guithannes vid the server out that and a section of	a sa sa sa mana na Malangali aka mban ang pasakana as	
Coordinated care and support	Market State Commencer Com	t grade sample of other section (paramole for selections and according	
Proactive closure of gaps in care			
Incentives for health and wellness			

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 Provide new and innovative ways to control costs and offer competitive benefits through various resources, products and services.

We affirm that we will meet this requirement. Through our carrier relationships and market leadership our goal is to be in front of the innovation curve, delivering data to our client to make better decisions all in an effort to maximize benefits for our client while driving down their overall cost.

Critical Services:

- Stop Loss Evaluation / Negotiation our team performs a thorough review of the information received paying special attention to the plan design, claims experience, and plan/cost containment to provide our analysis on opportunities for potential savings and negotiate better terms and conditions.
 - o By removing the commission from the stop loss, the School Board will save significantly more than \$120k that is being received by the broker at 15% commission in the stop loss premium. The commission compounds everything so the premium most likely was increased by 22-25%. Estimated annual premium savings to the School Board is 180,000
 - o Our team will provide and secure timely stoploss renewals in January for your May 1 renewal.
- Audit of Pharmacy Programs to monitor dosage, FDA guidelines, claim processing, and to ensure claims are
 progressed in the correct tier. This process will generate a savings for the School Board.
- Evaluating a Pharmacy Carve-out plan will provide the School Board with transparency into the pharmacy benefits, allowing greater understanding and control of the School Board's spend, improved contract terms, and the ability to track/monitor performance. We expect this approach to yield at least a 25% savings on pharmacy spend, which is a \$322,616 improvement to the School Board's budget.
- Retiree program expertise with our innovative solutions to enhance retiree benefits and manage costs.
 Savings opportunity, 30 to 60%.
- Out of network claim repricing approach to improve the School Board's spend by approximately 25%.

Below are details of our services:

- Review current employee benefits program performance.
- Analyze the factors driving plan costs, based on available experience data, and review utilization reports
 to determine cost drivers.
- Deliver an analysis that compares program costs, plan designs, administration costs, network discounts and network accessibility.
- Establish objectives and annual and long-term strategies to manage your benefits program.
- Develop a renewal plan and timeline that meets the School Board's annual and long-term objectives and mitigates risk and cost increases.
- During the plan marketing phase, prepare RFPs to obtain competitive quotes from carriers and other vendors, and serve as the contact during the bidding process.
- Evaluate vendors and carriers to determine conformity to contracts, performance guarantees, costs, and provisions.
- Negotiate with carriers and other benefit program providers on your behalf; evaluate new contracts.
- Provide cost projections and funding analysis, including a review of current and recommended funding methodology.

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- Establish claims reports for medical and prescription drug, with details of paid claims and applicable reimbursements, as well as premium/funding and enrollment summaries. Review these reports with your team to identify and address trends.
- Evaluate your demographics and develop voluntary benefits product recommendations to fill gaps in core
 coverages and assist in the management of these benefit products.
- Benchmark medical plan costs and employee contributions against employers of similar size in your industry and region.
- Meet with your key representatives on an ongoing basis to discuss the overall strategy and keep you
 informed of significant marketplace changes and trends.
- Support open enrollment with insurance experts and presentations; provide benefit guides for new plans and updates to existing plans.
- Deliver a new-client onboarding compliance assessment that identifies immediate areas of non-compliance and rectify these issues.
- Deliver comprehensive compliance support from our in-house experts, including a detailed compliance service calendar with activities and key dates to keep your plans in compliance year after year.
- Provide oversight and guidance on legislative issues and pending or new legislation.
- Provide access to a benefits attorney and other in-house compliance experts to answer your questions as they occur.
- Communicate ongoing regulatory guidance in a timely manner with actionable guidance.
- Provide a dedicated team of employee advocates who will answer your members' questions and resolve benefit issues on their behalf.
- Design and deliver targeted communications campaigns that promote employee engagement, program
 cost control and benefits consumerism.
- Deliver an internally written and designed monthly health/benefits blog, HealthDiscovery.org, to your employees.
- Advise on benefits administration and enrollment technology platforms as well as human support to aid employees in decision-making as well as day-to-day and annual benefits administration.
- c. Review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions.

We affirm we will meet this requirement. Our Account Management team provides a thorough review to assure contract conformity, performance guarantees, costs and provisions are met.

d. Assist with managing life and disability programs.

We affirm we will meet this requirement, through our Tier 1 status with all major carriers, we are able to leverage our industry clout when negotiating with carriers on rates, policy terms and plan design. In addition, we will provide the School Board with a higher level of advocacy, including but not limited to enhanced claims reporting at no additional cost, dedicated service team, accelerated case implementation and direct access to underwriters and medical directors.

e. Review carrier service levels and compare performance guarantees; resolve problems regarding vendors' services and performance.

We affirm we will meet this requirement. Our Account Management team will evaluate your vendors and carriers to determine conformity to contracts, performance guarantees, costs, and provisions.

8.3.6. Underwriting/Actuarial Services

- a. Provide actuary services as needed, including validation of premium rates provided by carriers and analysis and explanation of carrier methodology.
- b. Provide actuarial costing of legislative proposals for mandated benefit programs.

We affirm we will meet both requirements in a & b through the actuary's reporting capabilities..

c. Provide renewal projections in advance of carrier negotiations or RFP's.

We affirm we will meet this requirement during our mid-Year Pre-Renewal meeting: 7 months in advance of the renewal our team will review claim reporting and utilization provided by the carrier. Our actuarial team will utilize develop claim projections for the upcoming fiscal/plan year. This information will prepare you well in advance and will allow us to strategize on how to address cost-drivers mid-year while allowing you to budget appropriately.

d. Assist the District by pricing and analyzing benefit change options; project effect of possible benefit changes on plan costs.

We affirm we will meet this requirement through our Claros analytic Reporting. Please see below for additional information.

- e. Calculate self-funded plan reserve liabilities
- f. Submit required filings to the State Office of Insurance.
- g. Project effect of employee contribution changes on participation and renewal costs.
- h. Prepare rate tiers for funding and contributions.
- Conduct migration and/or selection analysis based upon plan design and employer contributions.

We affirm we will meet all requirements A through I with our in-house underwriters, actuary partners and our Claros Analytics program.

We understand the importance of actuarial and financial reporting services to support the School Board's budget process and comply with FS. 112.08, the preparation and submission of GASB Liability and the Attestation of the Medicare part D Retiree Drug Subsidy. We have a subject matter expert as part of our assigned team to provide these services for the School Board. We partner with Mr. Miniati, Mr. Duda and Mr. Cirkiel on our large clients across the country, private and public, and are confident in their ability to meet the scope laid out in the School Board's RFP. We included our actuary's resumes on page 61 to demonstrate their experience and qualifications.

Our Actuaries will coordinate data collection with our team. Once data is gathered, our actuaries will complete the necessary calculations, testing and filing,

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Claros Analytics program uses real-time and historical data to articulate how your healthcare plan design, member demographics, claims experience and utilization will impact premium rates by using the School Board's profile and claims data to credibly project the future. This high-quality analysis allows our evaluation and recommendation proposals to be presented and communicate the information in a clear and concise manner.

We analyze past plan performance and project future costs. We can illustrate your most recent claims experience into an alternative funding model to show "what if we were self-funded?" scenarios. We then provide cost projections and comparisons between funding alternatives.

Claros Key Capabilities Include:

- Fully Insured to Self-Funded Analysis
- · Risk/Reward comparisons at different stop-loss levels
- · Probability of beating Fully Insured and of having an aggregate claim
- · Model any sized group with any funding option
- Employers' capital at risk (new self-funded metric)-Bad Year Probabilities
- Increments/Decrements to the stop loss rates based on changes
- Level-funded/Captive analysis
- Calculating actuarial values for any change to any size group —plan design, geographical area, size of group, utilization of service, and networks
- Experience projections and budget rate developments
- Plan Enrollment / Migration Predictive Analysis
- Cobra Rate Calculation
- Validate carrier quotes / negotiate with carriers (leveraging)
- Reference-based pricing analysis
- Regional benchmarks for average discounts and utilization and cost of services
- Plan Sponsor/CFO Summary Reports

8.3.7. Vendor Management:

a. Provide support in the day-to-day management of vendors and resolve administrative issues; assist with claims and billing issues as requested and conduct periodic meetings as necessary.

As similarly described in your response to Section 3.3.1 – Vendor Methodology (a). We continuously evaluate the performance of our vendor partners to ensure that they are operating in the mutual interests of our clients and best meeting the unique needs of our clients. Our insurance carrier/TPA/vendor performance management process features:

- Designing metrics and establishing standards for service levels
- Monitoring vendor performance and client satisfaction
- Exploring and benchmarking the marketplace as a means of recommending the best possible vendors
- Measuring on-going financial stability
- Verifying proper licensure
- Support before, during and after a government audit of a benefit plan
- Negotiating preferred pricing and performance guarantees
- Innovating new processes to improve service delivery to clients

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 Developing new service solutions in support of the ever-changing HR/employee health and welfare benefits landscape

We measure and evaluate the above criteria for vendors that provide third party administration, consolidated billing, COBRA administration, benefits administration technologies, FSA, transit, and various other reimbursement accounts. Additionally, our client engagement managers monitor vendor project plans. These implementation consultants assist clients with the deliverables to meet budgetary and major milestones required for each project.

If a provider has fallen below an acceptable financial rating, the School will be notified immediately to assess the impact and identify the appropriate remediation with alternate vendors or products that continue to meet the needs of the School Board.

We provide reporting to ensure deliverables are being achieved and plan performance is monitored and measured. Reporting is also an essential aspect of evaluating vendor service level guarantees and monitoring the fiscal health of a client's overall benefits program. We take a custom approach using a combination of vendor reporting, industry sources and supplementary reports to answer requirements.

b. Conduct, on the School Board's behalf, a solicitation process for stop-loss insurance and other insurance plans as identified by SCSB. In addition to bidding the stop-loss, the vendor shall provide negotiation and processing of all stop-loss reinsurance claims. Assist SCSB with bidding medical and prescription ASO services, accident and life insurance, short- and long-term disability insurance and dental insurance. This will include preparing bid documents as well as assisting in evaluations and negotiations.

Acentria Public Risk Affirms we will meet this requirement and provide reports and comparisons to aid in the School Board's decision-making process. We will take a fresh and unbiased look at the current policies and vendors in place. We will obtain proposals from appropriate carriers, working in collaboration alongside the School Board's Human Resources, Finance, and Budget staff to ensure a successful process on behalf of the School Board.

Our renewal process begins with a pre-renewal meeting that is 7 months in advance of the renewal. Our inhouse underwriters and actuary partners will develop budget and claim projections for the upcoming year. Our team will focus on the following:

- Claim Reporting
- Utilization review
- Employee survey
- Benchmarking
- The state of the carriers

- Emerging trends
- Administrative issues or concerns
- Future budgetary concerns
- The development of the renewal timeline and approach

This information will prepare the School Board in advance of a bid process or warranted vendor change. We will lay out the pros and cons of the process before a final decision is made: plan designs, provider and facility-specific network comparison reports, pharmacy implications, reporting capabilities, service platforms (online and inperson), wellness capabilities, service guarantees and their specific renewal methodologies. Committee members will have the ability to meet with the potential new vendor(s) prior to making a final decision.

Please see a sample of our renewal process schedule on the next page.

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	Renewal Process Schedule Work Plan	Time Frame
Establish Objectives	Pre-renewal meeting Develop the renewal strategy with Human Resources	
Gather Data	Collect information for insurance carrier submissions	
Receive Proposals	School Board Procurement to electronically post RFPs Work with Procurement to answer questions via Addendums Procurement to receive proposals	
Assist procurement, Human Resources and scoring committee with any Technicalities Prepare Marketing Presentation Receive best and final / HR & Insurance Committee Recommendation for award Attend the School District Board meeting to present recommendations for approval		150 days prior to renewal
– Enrollmeлt Meetings	Coordinate with Human Resources and the Benefits Committee to set up dates, locations and time for open enrollment meetings Invite all carriers to Open Enrollment meetings Create electronic OE Communications and Presentation Provide Human Resources with Open Enrollment Flyers Develop and Deliver Employee Benefit Booklets Coordinate and attend all open enrollment meetings	
Manage Eligibliity	Submit and confirm eligibility e-files from carriers Dependent Eligibility File Updated Enroll/Communicate changes to COBRA participants Group numbers issued and ID cards ordered	
Finalize & Confirm Reconcile all carrier involces Verify accuracy of all policies and contracts Confirm objectives and goals were satisfied		30 days up to effective date

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As an authorized agent for virtually every A- or better rated insurance company/vendor in the marketplace, we pride ourselves on our ability to work with total *objectivity in all our initiatives*. We focus on aligning our clients with the best suited vendor partners by utilizing data analytics to assist the School Board staff in decisions on plan design to obtain optimal benefit value.

Formal Bid Process. Our team will collaborate with your human resources, and procurement team in creating a Request for Proposal (RFP). During the RFP process, we will work with the School Board's Human Resources staff and Procurement office to prepare the process, obtain competitive proposals from carriers and serve as needed by Procurement and Human Resources staff. The RFP is customized and approved by the School Board to include:

- Detailed benefit plan design
- Historical cost information
- Identify the appropriate markets to approach
- Appetite for risk
- Demographics

- Industry
- Locations
- Technological knowledge
- · Provider networks and discounts
- Wellness and Disease Management capabilities

Acentria Public Risk has vast experience in the solicitation of all insurances through working with public entity procurement departments and abiding by Sunshine Law and State Legislation.

Market Solicitation and Renewal Negotiation. All vendor proposals will be reviewed and evaluated by the School Board's appointed scoring committee; our team will assist the School Board staff to present their recommendation at the School Board for approval. The evaluation and presentation process will be inclusive of the following:

- Provide a detailed carrier analysis of their proposed contract, plans, and cost compared to the in-force program
- Illustrate the differences to include the advantages and disadvantages
- Total program cost details
- · Employer and employee contribution modeling
- All proposal details to include caveats and exclusions
- Network analysis with reports on provider disruption, discounts, to determine viable options for the School Board
- · Pharmacy drug listing comparison
- Wellness financial contribution from the carriers
- Technical support financial contribution from the carriers for the School Board's online enrollment system.

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c. As directed by District staff, negotiate all insurance vendor contracts, services and renewals with vendors, including meeting directly with insurance company underwriters.

We affirm we will meet this requirement for the Suwannee County School Board as part of our service commitment to year in and year out, negotiate the most optimal carrier contracts available in the marketplace, and leverage the breadth and depth of our book of business to do so.

d. Create performance guarantees for all insurance carriers providing services to the School Board.

We affirm to meet this requirement as we will work in tandem with the Suwannee County School Board to design, implement and support your employee benefit program. We will align with your requirements and provide a one stop solution that protects your program with carrier performance guarantees and our personal accountability.

e. Review contracts with providers for accuracy in rates, benefits, eligibility, and coverage definitions.

We affirm to meet this requirement. Our Account Management team will evaluate your vendors and carriers to determine conformity to contracts, performance guarantees, costs, and provisions.

f. Assist with managing life and disability programs.

We affirm to meet this requirement. Our Account Management team will assist in the management of these benefits.

g. Review carrier service levels and compare performance guarantees; resolve problems regarding vendors' services and performance.

We affirm to meet this requirement. We will develop a Service Plan to describe and track the systematic implementation of components such as plan marketing; plan and vendor management; claims analysis; BenefitsVIP employee support; an initial onboarding compliance assessment, COBRA administration, etc.; benefits administration technology; surveys; Total Compensation Statements; tailored employee communications; wellness programs; and all aspects of the School Board's benefits program.

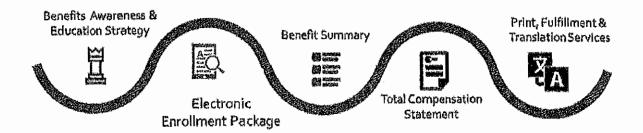
We constantly monitor plan performance by reviewing available monthly claims data for all employee benefits. Based on performance, we consider alterations at. This close attention to detail ensures that Suwannee County School Board's employee benefits program will always be compliant with its contractual obligations. Your Account Management team considers plan inspection part of their due diligence as a School Board partner and is meticulous in their approach because they understand how the constantly changing landscape of healthcare legislation has created an undue burden on employers.

Your Account Management team also regularly researches the industry for methods to improve plan design, employee engagement, wellness strategies, etc., and communicates this information to clients. The School Board will have a dedicated compliance consultant and have direct access to our full compliance staff via phone or email as part of our concierge approach to client service and peace of mind.

8.3.8. Education

 a. Provide educational and communication tools to increase awareness and help contain costs, including conducting employee meetings, preparing and providing an annual Benefits Booklet and any other information as requested.

Employee communications is a core competency. We provide in-house Employee education and communication strategies that engage and educate plan participants to increase their benefits literacy and assist in controlling employer costs. Our campaigns feature targeted messaging to heighten participant awareness and perceived benefit value while promoting consumerism through education and engagement.



Amid the COVID-19 pandemic, it has become increasingly important for Acentria Public Risk to continue to adapt our communication and enrollment approach to respect the realities associated with virtual working and social distancing. Our internally generated communication programs make complicated benefits concepts easy to understand and align with our client's overall plan objectives. Our campaigns are designed to deliver stronger participant awareness and generate more plan savings.

Our customized communications deliverables include posters, flyers, newsletters, postcards and PowerPoint presentations. However, we also provide additional communication strategies that are aligned with the client's workforce demographics. Below are examples:

- A traditional benefit summary can be converted into an electronic flip book.
- New hyper guide benefit summaries in a PDF have the functionality and appearance of a website with multiple
 links and audio, video, electronic signatures and other functions. Users can print individual pages or the entire
 book. The guide can exist on your HRIS or intranet allowing easy content updates.
- Custom videos and multi-media presentations covering a wide range of communications topics.
- Social media can be an important part of a communication strategy. Our award-winning social media solutions have helped clients reach out and connect with employees that were previously disengaged.

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INTRODUCING OUR EMPLOYEE EDUCATION AND COMMUNICATION MATERIALS!

Keep your employees engaged in their benefits with inspiring designs for your employee education materials! Choose from nine completely unique looks.

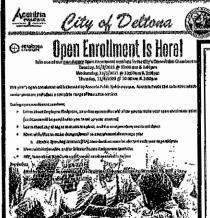


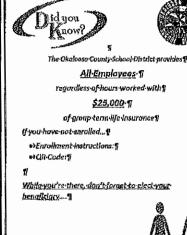
2023 BENEFITS GUIDE ACTIVE EMPLOYEES



2020 BENEFITS GUIDE









This year's open enrollment will be heated by Acentria Public Risk Insurance. Acentria Public Risk cultivator

Acentria Public Risk cultivates relationships with our carrier partners and offers a complete range of insurance services.

TUES: AUG 23 & WED AUG 24 7:30am 3:300em COME AND LEARN ABOUT:

skimphyestlavigator, an opiline spelam that will allow you to make your shock smallment selections he will have cauchers of, site to access with to sat up your secured and your benefit electrons! a Wawil adulasion program

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- b. Create communications and presentations outlining the plans to all employees for open enrollment, as well as
 other times as requested including:
 - i. Prepare and provide Benefit Booklets (after final client approval)
 - ii. Meet with each employee individually, both at the point of hire and during annual enrollment, to explain coverage options and answer questions. Provide employee and SCSB a signed summary of all benefits elected and ensure compliance with SCSB's Section 125 plan.
 - III. Create information for newsletters specific to Suwannee County School Board employees.

We affirm to meet this requirement through our creative communication team who will design and deliver targeted communications campaigns that promote employee engagement, program cost control and benefits consumerism.

Our first step with the School Board would be to schedule a fact-finding meeting to determine what challenges you are experiencing and what you consider a win from a communications point-of-view. Over the years we have found that these answers vary from employer to employer, with each expressing distinct challenges and wins differently. Once we understand your history, our next step is to understand your organization, goals and culture. We ask questions about:

- Your demographics (generational disconnects)
- Your logistics (geographic challenges)
- Your senior leadership and how they support and engage in your benefits and wellness efforts
- What central hubs you currently provide to participants for information (e.g., intranet, HRIS portal, learning library, etc.)
- Your existing channels of choice (e.g., email, poster, meetings, etc.) and how effective your find each to be
- Alternative channels of choice (e.g., social media, home mailings, corporate journalism, peer recognition programs, etc.)
- Your perception of how your participants engage in their benefits and services
- What types of feedback you receive from your participants (if any at all)
- Current tools used to measure feedback
- Your goals regarding benefits enrollment for the next 12 months (short-term goals)
- Your goals for wellness and disease management for the next 36 months (a long-term strategy)

Having uncovered all this vital information, our next step would be to present a 12-month strategy to help the School Board succeed during your next enrollment period. If you currently are focusing on wellness, we will work with you to develop a long-term strategy to produce measurable results over time.



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Examples of Successful Communications Strategies are on the next page.

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Below is a sample Communication Campaign Timeline that would be adapted to meet the School Boards' goals and needs.



(SAMPLE) 2021 CC	MMUNICATION	CAMPAIGN	TIMELINE	
		1st	То	To
DELIVERABLES F	INAL CONTENT	Draft	Printer	Client
Initial Meeting _	07 01 21	!		-
Campaign Presentation	08 09 21	•		:
Revised Campaign Review	08 11 21			
Campaign Approval by Client	08 16 21			` :
OPEN ENROLLMENT				(03(69/2)i
(Admetits Haling				110121
Flu Shot flyer	09 13 21	09 14 21	09 15 21	09 20 21
Pre-Enrollment Communications		08.1626	017 (4.20	013/105/2017
OE Poster _	08 19 21	08 12 21	08 14 21	08 16 21
Benefits Guide	08 09 21	08 09 21	08 23 21	09 01 21
OE Flyer	08 19 21	08 12 21	08 14 21	08 16 21
Wellness Incentive Flyer/Form	10 02 21	10 03 21	10 04 21	10 05 21
Benefit Fair Poster	10 02 21	10 03 21	10 04 21	10 05 21
OPEN ENROLLMENT ENDS Post Enrollment: New Hire:				(0837,077,0 (1837,077,077,077,077,077,077,077,077,077,0
Benefits Guide				

8.3.9. Billing & Ongoing Enrollment

a. Provide reconciliation assistance for all insurance benefit plans, if requested.

We affirm we will meet this requirement with our Account Management team who provides assistance with your enrollment and plan file accuracy, audit, and reconciliation with all of the School Board's employee benefit vendors.

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8.3.10. Open Enrollment

a. Prepare Power Point presentation for and conduct open enrollment meetings by providing 12 on site meetings which can be attended by all employees. These include various times such as morning, afternoon and evening meetings. Presentation is prepared by and given by consultant.

We affirm our team as the depth and tenacity to conduct open enrollment meetings in all 12 onsite meeting locations and new hire meetings throughout the year. We will coordinate with your Human Resource staff to help manage your open enrollment process from beginning to end. Our team has a wealth of experience and dedication to providing excellent service to our public entities. Our team works as an extension of your Human Resources staff to manage and participate with implementation, communication, open enrollment, online enrollment process and online enrollment system training every step of the way.

Open Enrollment Assistance & Employee Communications:

- Conduct open enrollment with your insurance vendors and additional staff when needed for multiple locations to assist with the School Board's work schedule.
- Coordinate and facilitate employee education for maximum utilization of online enrollment system
- Facilitate receipt of all appropriate vendor materials and review for accuracy prior to open enrollment.
- Customized presentations to ensure employees are well educated on their benefit offerings.
- Coordinate and conduct open enrollment meetings and assist with the enrollment of all employee benefits.
- Design and deliver customized benefit guide booklets prior to open enrollment.
- Design and deliver targeted communications campaigns that promote employee engagement, program
 cost control and benefits consumerism.
- Manage a smooth implementation with new vendors or plans to ensure that all necessary paperwork completion and all policies are accurate.
- Review of Summary of Benefit coverage and plan documents for accuracy
- b. Provide narrated open enrollment presentation in a recorded video format which can be viewed by members at their convenience with a way to track attendance (i.e., who has viewed the presentation).

We affirm as part of our communication strategy to provide a custom video presentation for employees to view at their convenience during open enrollment and throughout the year. We use zoom conference to provide virtual meetings and record presentations.

c. Meet with each employee individually during open enrollment (if not electively completed online by the employee) and at the point of hire (if not electively completed online by the employee) to explain benefit options, answer coverage questions, and provide counsel for how they can best address the coverage needs of the employee and their family.

We affirm to meet with each employee individually during open enrollment as needed and at the point of hire when needed. Please see our in-depth Open Enrollment Assistance & Employee Communications in section a.

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8.3.11. Wellness

 a. Provide a full-time contact for SCSB's wellness committee, preferably a resource dedicated solely to the furtherance of wellbeing and engagement activities.

We affirm we will meet this requirement with our Wellness Coordinator Juliana Orth. She is dedicated solely to the furtherance of wellbeing and engagement activities for Acentria Public Risk clients. She will serve the School Board to enhance your wellness program and working to improve the health of the School Board employees and family members. She will work with SCSD Employee Wellness Center providers/nurses, Florida Blue and other vendors to maximize use of resources that are available to the School Board to engage your employees, increase activity while enhancing your wellness program. She also is able to attend wellness fairs and engage with employees on a one-on-one basis including conducting biometric screenings and engaging in healthy diet and exercise conversations. Her background as registered nurse allows her to engage in clinical discussions with both wellness committees and members to cater wellness initiatives based on individual needs. She has extensive knowledge and passion for preventing chronic conditions and promoting healthy lifestyles.

 Participate and assist with the onsite health and wellness fair held annually including organizing the vendors, providing communication, providing venue supervision and vendor management.

We affirm as part of our services to participate and assist with the School Board's onsite health and wellness fair. Our participation includes organizing the vendors, providing communication, providing venue supervision and vendor management.

c. Supply best practice knowledge, tools, and resources to support Suwannee County School Board with building a sustainable wellness program which fits the specific culture, needs and budgetary constraints of the organization.

Our experience with wellness knowledge, tools and resources include:

- Member assessments and awareness tools, most commonly biometric screenings, and health risk assessments.
- Programs and policies supporting a culture of health and well-being, such as tobacco-free environments, physical activity challenges, stress reduction tutorials, and financial fitness seminars.
- Incorporation of health coaching, disease management, and targeted programs to reinforce healthy lifestyles and compliance with standards of care for those needing it.
- Strategic vendor partnerships to fill needs, encouraging collaboration and integration to optimize the member and employer experience.
- d. Build and implement strategic, multi-year wellness plans.

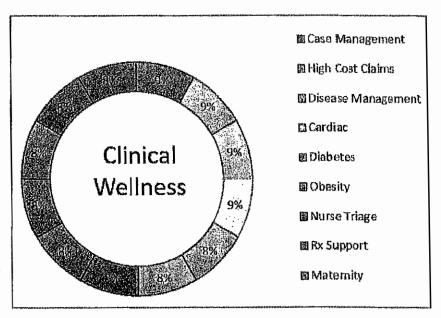


Our wellness strategies are designed using a comprehensive set of data sources on health plan costs and utilization, as well as complying with Federal and State Mandates.

- Negotiate with your health insurance carrier wellness dollars to financially support your health fair,
 biometric screening event and activities.
- Wellness Committee At the School Board's discretion, Acentria Public Risk can set up, manage and attend all wellness committee meetings to share and implement ideas and structure.
- Set up and manage a timeline for all activities with the School Board and/or wellness committee input.
- Acentria Public Risk can manage a biometric screening/health fair event that includes Health Risk Assessments.
- Include wellness incentives for participation.
- Strive for 50% or better participation.
- Review reporting from Health Risk Assessments and claim reporting to analyze top conditions.
- Review EAP utilization.
- Develop and manage custom wellness activities with a focus on the School Board's Health Risk Assessment reporting throughout the year, such as: walking challenges, weight loss, lunch n learns, financial fitness campaigns, health workplace initiatives, promote the School Board's EAP program.
- Our Wellness Coordinator will design and conduct customized assessments and/or employee surveys.
- e. Analyze data from wellness programs and report findings.

Through our reporting capabilities we will measure and report on a regular basis:

- The clinical, financial and behavioral improvements.
- The effectiveness of the providers.
- The current state of the School Board relative to the baseline assessment and normative data using our reporting capabilities.



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8.4. EXCEPTIONS TO THE RFP (Note: SCSB reserves the right to reject proposals with exceptions to the requirements of this RFP).

We affirm to meet and exceed all services addressed in the School District's Scope of Services. We confirm that we have not exceptions to the RFP

No.	Summary of Exception	Exception to Paragraph or Requirement Number

8.5. ALTERNATIVES TO THE SCOPE OF WORK

No.	Summary of Alternative	Alternative to SOW Paragraph Nu

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b) Discuss overall communications methodology for communicating to key target audiences/stakeholder groups such as project team members, users, and external (resident and vendor) community.

We offer an increasing level of communications support services. These levels include both standard and optional services to help design the appropriate plan for the School Board. Our firm offers the highest level of choice and flexibility through tailored education and enrollment materials that leverage the School Board-specific brand standards.

c) Define the expectations that you have of your clients.

Acentria is prepared to meet and exceed the Scope of Services attached herein. We expect our clients to actively participate, engage, and provide directives upon which we can build a program around. We accomplish this by establishing a service calendar based upon the first discovery meeting we have with the School Board's key department heads. The discovery process allows for a Q&A process to uncover issues and tri-age immediate action items, short, medium and long term goals for the year, and subsequent program development objectives. The discovery process allows us to darify questions we have and provides us with directives upon which the service calendar is built and organized. We utilize both the scope of services and service calendar to build an pre-agreed upon time line of objectives and deliverables to accomplish our clients goals. The service calendar also creates a stewardship report and hold us and our clients accountable.

d) Describe any additional value-added services that vendor is proposing.

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Providing Additional Legal Resources - AcentriaHR Online Support Center with HR On-Demand that provides you with <u>24/7 access</u> to online Human Resource tools and documents including Live HR advice from our team of certified HR advisors



The HR Support Center with HR On-Demand Two powerful solutions in one convenient package

The **AcentriaHR Support Center** with **HR On-Demand** gives you anytime access to online HR tools and documents, as well as live HR advice from our team of certified HR advisors.



The value of expert HR support

Our HR Advisors can help you save thousands in HR costs and penalties

\$50,000

Potential cost of a single had hire due to lost productivity, rehiring, onboarding, and training expenses.

\$10,000

Potential penalty for wage & hour violation under the Fair Labor Standards Act.

\$7,000

Potential fine for each Occupational Sefety and Health Act (OSHA) violation.

Reliable advice. Rigorously audited content. Ridiculously easy to understand.

- Practical, live HR advice
- HR ticket history
- FIR Conclerge live chat assistance
- Law library
- Law alert notifications
- Resources covering common employer taws including ACA, FLSA, and FMLA
- Sexual harassment prevention training
- HR trainings
- HR Advisor newsletter
- HR fitness test to assess HR gaps
- Ask the Advisor Q&As
- Guides on popular HR topics:

- Proactive handbook builder
- Policy customization
- Custom job descriptions
- New hire kits
- HR forms, templates, and policies library

Acentria Resource Portal / MyWave

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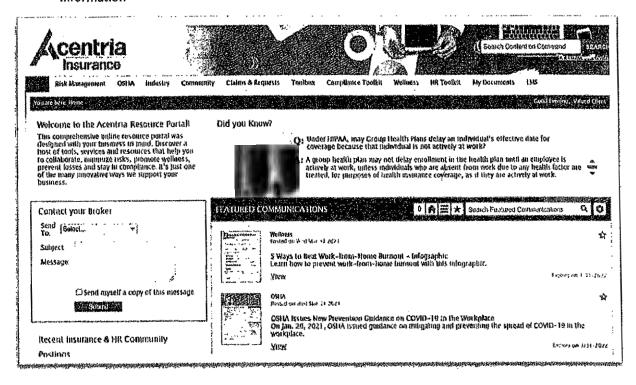


We provide direct access to compliance resources through our Acentria Client Portal. The Client Portal contains a vast library of tools, services and resources that support our clients; some examples include OSHA log templates, Job Descriptions, Salary Benchmarking, Learning Management System, Wellness Promotion and Toolkits.

MyWave Client Portal

A dedicated resource for all things insurance:

- Compliance gives you access to an exclusive set of comprehensive guides full of federal legislation including FAQ's, forms, and quick references
- Documents on Command Instant access to a library of downloadable articles covering a variety of topics
- Resources Access to useful links and information from credible industry-related websites
- Health Shop Ready to print newsletters created for your employees containing comprehensive consumer information



HRIS System and Technology Team

Enrollment Platforms and Benefits Administration Technology team. Our team brings 16 years of experience to helping clients configure and maintain a benefits administration and enrollment platform that best meets their needs. Our internal experts deliver day-to-day and annual benefits administration tactical support for:

- Enrollment and eligibility maintenance
- Data connectivity
- Reporting and data analysis
- Premium support services
- Employee enrollment processing
- Management of system site content
- New hire, life event and dependent verification communications & processing
- Employee password resets

BenefitsVIP

We provide a dedicated advocacy team that delivers best in class service to the School Board's employees and dependents.

One-on-One Employee Advocacy

Acentria Public Risk's exemplary service approach to the way we conduct business is called BenefitsVIP working as an extension to your Human Resources office. Employees are provided with a first-party administrative and

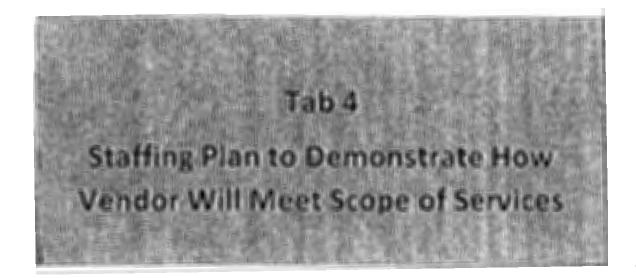
advocacy support team providing response and resolution for employees and their dependents.

BenefitsVIP Key Operational Points

- An average of 22 years industry experience
- Direct access to carriers, providers & tools
- Flexible access to advocates
- Multi-Lingual
- Adapt to your culture
- Consultative approach

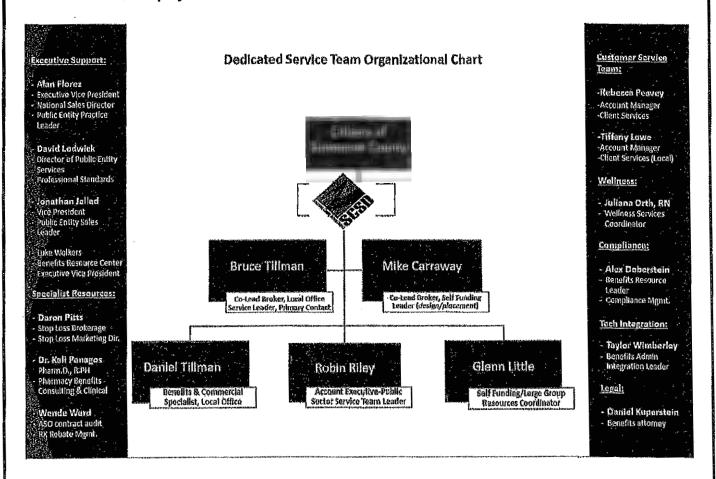


Suwannee County Subool Board RFF xt28-202 (Fealth) insurance Brokerage and Consulting Services



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- 3.4. Proposers are required to submit a staffing plan, including a listing of all sub-contractors, if applicable, and a description of the project team roles. The submission shall incorporate the following:
 - Project organization chart showing SCSB and Proposer staff, role descriptions, and a description of the correlation between SCSB and Proposer roles.
 - Roles and Responsibilities, describe the Proposer's role and the expected District's role for this project.



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3.4.1. - Project Organization

a) Describe in detail how the Proposer's team shall be organized; identify the relationships among all the key personnel. Include single point of contact for SCSB.

Service Team

Meet your service team:

Name/Title	Phone		Email
Bruce Tillman, VP Single Point of Contact, Local Office Leader	Direct Cell Fax	(386) 362-4724 (386) 590-0715 (386) 362-4143	Bruce@JordanAgency.com
Mike Carraway, VP Self Funding Leader (Program Design, Negotiation, Placement)	Direct Cell	(850) 845-0486 (850) 830-7313	Mike.Carraway@Acentrla.com
Robin Riley, SVP Account Executive Client Services Manager	Direct Cell	(386) 281-3767 (386) 852-2032	Robin Riley@Acentrie.com
Glenn Little, VP Self Funding /Large Group Resources	Direct Cell	(850) 686-3323 (850) 686-3323	Glenn.Little@Acentria.com
Daniel Tillman, VP Benefits & Commercial Specialist, Local Office Support	Direct Cell	(386) 362-4724 (386) 590-4653	DanielTillman@JordanAgency.com

- b) Describe in detail how the Proposer plans to allocate responsibilities/lead roles and work for the various tasks.
- c) Identify and describe proposed staff classifications and their responsibilities. Proposed Staff Classifications for development, implementation, and production service

Acentria Public Risk's team has extensive experience with Florida's public entities. Having focused specifically on supporting Public Sector entities, our team has accumulated a significant amount of work experience relevant to what is necessary to serve the needs of the School Board, their employees and families. We understand public records laws while maintaining familiarity with the constantly changing and complex statutes that apply specifically to governmental organizations and the importance of adhering to benefit offerings relative to employee and union contract negotiations. We will work with the School Board to ensure that all benefit commitments have been considered throughout the renewal negotiations, RFP, evaluation, and implementation process, and that the resulting contracts conform with the School Board's decisions and commitments under any union agreements.

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Bruce Tillman

Account Role: Co-Lead Broker, Local Office and Primary Contact

Bruce is the lead contact for the School Board and responsible for leading and managing the service team assigned to the School Board. He works to identify client goals and objectives, understands service requirements, and brings the appropriate internal and external experts and resources into the discussion to complete the job.

Mike Carraway

Account Role: Co-Lead Broker, Self-Funding Leader

Mike will work with Bruce Tillman to assist with the overall management of your employee benefits program. He will utilize his public sector self funding experience in the overall design, negotiation, and placement of the School's self insured program. He will attend monthly or as needed meetings with the Insurance Committee to review monthly claims for all products, carrier relationships and negotiations, claims analytics, plan design recommendations, funding solutions, actuarial decisions and Federal / State compliance.

Daniel Tillman

Account Role: Benefits & Commercial Specialist, Local Office Support

Daniel will work with Bruce Tillman to assist with the School Board's eligibility, billing and online enrollment system. He works with our clients to add and or implement new processes to help mainstream your benefits administration process. Daniel is committed to providing analysis of benefit plans with emphasis on meeting long & short -term objectives, providing presentations to various committees and boards, coordination of open enrollments, health fairs, new hire enrollment support and work in tandem with our team on escalated member issues and billing reconciliation.

Robin Riley - GBA, VBS, GBDS, Senior Vice President

Account Role: Account Executive ~ Public Entity Service Team Leader

Robin is responsible for managing all aspects of the internal service team dedicated to your program. She leads the internal service team utilizing over 18+ years of public sector and self funded experierence. She ensures a seamless implementation with our team and the School Board staff. Robin will ensure the team is meeting and exceeding the service plan initiatives, timelines, and deliverables.

Glenn Little - Self Funding/Large Group Resources Coordinator

Glenn will assist with analyzing your employee benefit program to provide analysis on how your program is working and provide recommendations to assist with short and long-term strategies. Glenn serves as a benefits consultant specializing in public sector, large and mid-market groups located in Florida. With an extensive background in working with governmental entities, he understands the complexities of public entities budget processes, board agenda presentations, benefit committee presentations as well as the concerns and needs of their employees.

Kishondra Petroska

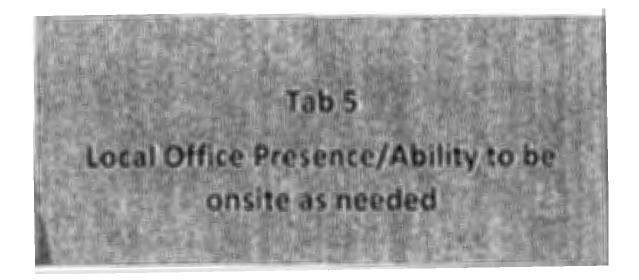
Account Role: Account Management / Employee Liasion

Kishondra works with Robin Riley to support the day to day issues with Human Resources and employees. Kishondra is responsible for providing the necessary support to our team in managing the foundational components of your program.

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Suwannee County School Board RFP4||729-202/Health Insurance Brokerage and Consulting Services



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3.5.1. - Please address the following:

 a) Provide a complete description of how your office will provide service to SCSB staff, employees, and retirees.

Acentria Public Risk is prepared to meet and exceed the Scope of Service requirements outlined in the School Board's Request for Proposal for Health Insurance Brokerage and Consulting Services. Our team believes in public service and is dedicated to reducing program cost, mitigating risk, and functioning as an extension of your staff. *Our services are year-round and all inclusive*, with no set time limits on services or lineitem cost.

Our approach to employee benefits advisory services is based upon:

- Review current employee benefits program performance.
- Advise on benefits administration and enrollment technology platforms as well as our personal team support to aid employees in decision-making as well as day-to-day and annual benefits administration.
- Develop a renewal plan and timeline that meets the School Board's annual and long-term objectives and mitigates risk and cost increases.
- During the plan marketing phase, prepare RFPs to obtain competitive quotes from carriers and other vendors, and serve as the contact during the bidding process.
- Evaluate vendors and carriers to determine conformity to contracts, performance guarantees, costs and provisions.
- Negotiate with carriers and other benefit program providers on your behalf; evaluate new contracts.
- Establish claims reporting for medical and prescription drugs, with details of paid claims and applicable
 reimbursements, as well as premium/funding and enrollment summaries. Review these reports with your
 team to identify and address trends.
- Evaluate your demographics and develop voluntary benefits product recommendations to fill gaps in core coverages and assist in the management of these benefit products (if needed).
- Benchmark medical plan costs and employee contributions against employers of similar size in your industry and region.
- Support open enrollment with insurance experts and presentations; provide Benefit Reference guides and updates to existing plans as needed.
- Deliver comprehensive compliance support from our in-house experts, including a detailed compliance service calendar with activities and key dates to keep your plans in compliance year after year.
- Provide oversight and guidance on legislative issues and pending or new legislation.
- Provide access to In-house compliance experts to answer your questions as they occur.
- Communicate ongoing regulatory guidance in a timely manner with actionable guidance.
- Client Advocacy we will answer your members' questions and resolve benefit issues on their behalf.
- Design and deliver targeted communications campaign that promote employee engagement, program cost control and benefits consumerism.
- Wellness and Disease management that Advise your organization on best practices and assist in the
 design of campaigns to guide employees to take personal responsibility for their health.

Keentieta Relateratus We have included a sample Service Calendar that also serves as a Stewardship Report. The Service Calendar will be customized based on the Human Resource Staff's input to ensure the highest level of service and value for the School Board has been achieved. Please see our sample Implementation and Service Calendar below and on the next page. Our services are year-round and all inclusive, with no set time limits on services or line-item cost.

Sa	mple Implementation and Service		r Suwannee Enrollment	County School	Board 2	2023 Renewal and Open
1	initial Onboarding & Information Gathering	Start	Complete	Responsibility	Status	Comments
a)	identity/introduce team members	1/18/2023	1/18/2023	Jordan Agency & Acentria		Assuming AOR contract begins on January 18, 2023
Βò	Notify carriers and establish meeting date to review open issues, send BOR letters	1/18/2023	1/18/2023	Jordan Agency & Acentria		
c)	Establish teem contact lists for the Jordan Agency,Acentria, SCSD	1/18/2023	1/18/2023	Jordan Agency & Acentria		
d}	Receive list of all coverage lines and vendors	1/18/2023	1/18/2023	Jordan Agency & Agentria		
e)	Collect policies and renewal premiums [3 years] Benofits Administration	1/18/2023	1/20/2023	Jordan Agency & Acentria	United the second of	We will request from all carriers
a)	Occument all administrative processes and	1/16/2023	1/20/2023	Jordan Agency &		
ь)	procedures Online enrollment system?	TBD	TBD	Acentria Jordan Agency & Acentria		Explain My Benefile Enrollment Platform
c)	Provide spreadsheet for carrier bill payments and reconcilitation assistance for all insurance plans	1/19/2D23	Year-round	Jordan Agency & Acentria		
d)	Coordinate and obtain any financial reports from the	1/16/2023	1/20/2023	Jordan Agency &		3 years of reporting
e)	carriers Establish weekly open Kems review meeting	1/18/2023	₽ <i>l</i> 6/2023	Jordan Agency & Acentria / The SCSD		
	Renewal and Open Enrollment Preparation	for May 1, 2023	Renowal (Marc	h Open Enrollmen	6) (2)	
u)	Set renewal timuliame expectations from inclimbent carriers/vendors	1/16/2023	1/20/2023	Jordan Agency & Acentria / The BCSD		
b)	Obtain and evaluate all renewal options with the School Board	1/18/2023	1/20/2023	Jordan Agency & Acentria / The SCSD	,	
d)	Determine carrier/vendor RFP strategy with the School Board	1/20/2023	1/20/2023	Jordan Agency & Acentra / The SCSD		
e)	Work with procurement to submit RFP to carriers and/or post electronically (Stoploss)	1/18/2023	1/20/2028	Jordan Agency & Acentria		Since we are on a short timeline we will push the varriers for 2 week turneround
ŋ	Review all renewal recommendations and options with the School Board,	2/32023	2/8/2029	Jordan Agency & Acentria / The SCSD	was i	
в)	Bestand Final	2/8/2023	2/9/2023	Jordan Agency & Acentria		
h}	Present Bost and Finel to the Insurance committee for recommondation to the Board	2/10/2023	2/16/2023	Jordan Agency & Acentria / The SCSD		
•	Present ranewal recommandations at the next Schood District Board meeting	TBD	Cat	Jordan Agency & Acentria / The SCSD		
ı)	Prepare all mester applications for only new carders, request renewel amendments from existing carders	2/20/2023	2/23/2023	Jordan Agency & Acentria		
k)	Prepare all aspects of the Open Enrollment event, including employee meetings, communications and enrollment setup	2/8/2023	2/9/2022	Jordan Agency & Acentria		
I)	Prepare, print and mail retires communications including relires benefits bookiet	3/1/2023	3/6/2023	Jordan Agency & Acentra		
m)	Communicate all enrollment changes to the carriers to ensure iD card distribution occurs before plan anniversary date	2/20/2023	2/23/2023	Jordan Agenoy & Acentria		
	Employee Communications & Education					
u)	Develop benefit guides for new plan yaar 2023/2024	2/21/2023	2/26/2028	Jordan Agency & Acentria		Prepare and ready for distribution during March Open Enrollment Maclings
p)	Set up Open Enrollment meetings with the School Board, Once approved dales are set up we can invisell of the School Board vendors.	2/0/2023	2/9/2023	Jordan Agency & Acentifa		
e}	Establish 2023/2024 employee communication and oducation project plan (content and delivery dates) and review with the County and the Constitutional officers to enoure we're driving the messaging to drive behavior and culture	2/8/ 7 /023	2/9/ 2023	Jordan Agency & Acentria / The SCSD		
d)	Sol up monthly/quarterly management meetings	1/18/2023	1/20/2025	Jordan Agency & Acentria		
584	Cost Mitigation and Strategic Plaining				San Con	
я)	Determine overall program objectives	3/20/2023	3/24/2023	Jordan Agenny & Acentric / The SCSD		
ь)	Receive update chaims history from your current cerriers.	1/18/2023	1/20/2023	Jordan Agency & Acentria / The SCSD		We will obtain a 3-5 year daim htstory
e}	Perform cost driver analysis	1/20/2023	1/26/2023	Jorden Agency & Acentra / The SOSD		
ď)	Collaborate a 3- 6 year strateglo plan with the School Board	1/26/2023	1/31/2023	Jordan Agency & Acentria / The SCSD		
e)	Refine and solidify strategic plan based off collaboration with the County and Insurance committee.	3/1/2023	3/11/2023	Jordan Agency & Acentria / The SCSD		

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Stwannee Gounty School Board RFR (#23-2024Fealth Insurance Brokers grand Gonsulting Services

Sample Annual Service Calendar for Suwannee County School Board						
	1000000	Start	Complete	Responsibility	Status	Comments
:)	Sometics Administration Review all administrative processes and procedures	6/5/2023	6/9/2023	Jordan Agency &		<u>a angaga natao na ang kamada atao nito patao nito nito a</u>
_	with Human Resource staff Online enrollment system?	Qer'	твр	Acentria Jordan Agency &		Explain My Benefits
b)	Provide apreadaheet for carrier bill payments and			Acentria Jordan Agency &		Expent by Delicina
c)	reconcilitation assistance for all insurance plans	1/18/2023	Year-round	Acentria	**************************************	Ezzakata antarakan arendarakan terra
	Cost Mitigation and Stratogic Planning	8/6/2023	8/9/2023	Jordan Agenoy &		
a)	Determine overall program objectives Coordinate Quarterly daim review meetings for the			Acentria / The SGSD Jordan Agency &		Request monthly/quarterly claims from
b)	year ·	6/1 2/202 3	6/15/2029	Acentria Jordan Agency &		carrier.
c)	Pertorm cost driver analysis	6/19/2023	6/23/2023	Acentria		
d)	Collaborate a 3-6 year strategic plan with the School Board	6/202023	6/29/2023	Jordan Agency & Acentria		Sel up meeting with staff and insurance committee
e)	Refine and solidify strategic plan based off collaboration with the School Board Human Resource staff and insurance Committee,	6/202023	0/20/2023	Jordan Agency & Acentria / The SCSD		
S.	Compliance			os kolikos erikiya esile	######################################	STERNIS OF THE PROPERTY OF ANY MARKET
a)	Complete onsite full audit of ERISA DOL, IRS and HIPPA policies and procedures currently in place	6/6/2023	6/9/2023	Jordan Agency & Acentria		
b)	Compliance audit scorecard review will gaps reviewed and remediation plan established	6/12/2023	6/16/2023	Jordan Agency & Acentria		
c)	Remediate any compliance gaps identified	7/3/2023	7/1/2023	Jordan Agency & Aceptria		
d}	Ensure annual 10950/10940 distribution complete	2/1/2024	2/28/2024	Jordan Agency & Acentria		
	Renewal and Open Enrollmont Preparation	for 2024				
a)	Set renewal timeframe expectations from incumbent carriers/windors	10/2/2023	10/26/2023	Jordan Agency & Acentria / The SCSD		
b)	Obtain and evaluate all renewal options with the School Board Hurnan Resource staff and the Insurance committee	10/23/2028	10/31/2023	Jordan Agency & Acentria / The BCSD		
c)	Asist the School Board and Finance Director in budget development by providing an estimate of expected insurance premiums	11/1/2023	11/8/2029	Jordan Agency & Acentria / The &CSD		
ri}	Determine carrier/vendor RFP strategy with the School Board staff and the insurance committee	11/13/2023	11/16/2023	Jordan Agency & Acentria / The 6060		
e)	Work with procurement to automit RFP to carriers and/or post electronically (Stopicss, Administrative Services, Dental, Viston, Life)	11/27/2023	12/22/2023	Jordan Agenoy & Acentria		We try to allow atleast 3 - 4 weeks to respond to the RFP.
ń	Review all renewal recommendations and options with the School Board staff and the insurance committee for 5/1/2024 renewal.	12/26/2023	1/2/2024	Jordan Agency & Acentria / The SCSD	.=.	
B)	Rest and Final	1/3/2024	1/5/2024	Jordan Agency & Acentria		
h)	Progent Best and Final to the Insurance committee for recommendation to the Board	1/8/2024	1/10/2024	Jordan Ageney & Acontria / The SCSD		
1)	Present renewal recommendations at the School District Board meeting	TBD	TBD	Jordan Agenoy & Acentria / The SCSD		
D)	Prepare all master applications for any new corriers, request renewal amendments from existing carriers	1/22/2024	1/25/2024	Jordan Agency & Acentria	• • • • • • • • • • • • • • • • • • • •	
k)	Prepare all aspects of the Open Enrollment event, including employee mostings, communications and	1/22/2024	1/20/2024	Jordan Agoney & Acentria		
1]	Abtoliment set to Prepere, print and mail retiree communications	2/19/2024	2/22/2024	Jordan Agency & Acentria		
m)	Including retires benefits booklet Communicate all enrollment changes to the earliers to ensure ID card distribution occurs before plan	1/22/2024	1/25/2024	Jordan Agency & Acentria		
(V)	anniversary date Employee Communications & Education					
6 j	Davetop benefit guldes for new plan year 2024/2025.	2/5/2024	2/12/2024	Jordan Agency &		
/	Set up Open Enrollment meetings with the School			Acentria		
b)	Set up Open Eminiment in the Winter Set up Board Staff approval. Once approved dates are set up we gen invite ail of the School Board vondors.	1/22/2024	1/25/2024	Jordan Agency & Apentria		
c)	Establish 2024/2026 employee communication and education project ptan (content and delivery dates) and review with the School Board staff	1/22/2024	1/25/2024	Jordan Agency & Acentria / The SCSD	170	
d)	Set up manihiy/quarterly management meetings	1/3/2024	1/5/2024	Jordan Agency & Acentria		·
e)	Send-ready communication pieces branded for Holiday designed to drive appreciation and understanding of benefits	10/3/2023	10/6/2023	Jordan Agency& Acephia		

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b) Identify the physical location or proposed physical location of your nearest office, the hours your office is staffed, and whether your office is staffed with personnel capable of addressing the issues and concerns of SCSB staff, employees, and retirees, including the number of licensed personnel authorized to discuss coverage.

The Jordan Insurance Agency employs 13 insurance professionals in their local office at 1416 Ohio Avenue
Live Oak, FL 32064

Local Service Team:

- Bruce Tillman, Vice President and Primary Contact
- Daniel Tillman, Eligibility and Technology Support Service
- Kishondra Petroska, Account Manager and Employee Liasion
- Tiffany Lowe, Account Manager
- c) What is the standard response time for emails, voice mails, or physical messages?

We affirm that our public entity team is qualified to meet and/or exceed the School Board's service expectations. We expect communications to be answered within 2 hours (phone or email). From there we provide a timeline and receive approval from the School Board depending on the needs and complexity of the communication/request.

d) Can SCSB employees schedule appointments with your staff to discuss specific issues that may be confidential in nature?

We affirm appointments can be scheduled with our staff at any time.

e) Please describe your process for assisting SCSB personnel with issues related to eligibility, billing, and other administrative matters.

Unlike consulting firms, we do not work on a per-hour basis. Rather, we are measured on client satisfaction. Through our local Live Oak office and our Public Entity Practice we have the depth to provide a concierge-level of service for Suwannee County School Board, their staff, employees and their families. Our service model has and will remain a keystone of our company philosophy throughout our history. As our firm grows and evolves, we continue to make investments in our infrastructure, services and personnel, but our approach to support always remains constant for the client and their member base. *Our service is hands-on, continuous and personal.*

Below are three examples of our work where we identified, developed and implemented innovative plan design and strategies to manage costs, drive engagement and improve clinical outcomes:

/kœntria

Case Study 1 - Claim Advocacy

Situation: An employee suffered a major heart attack and was rushed to the closest hospital, which was out-of-network. When the employee received an unexpected bill for \$21,000, he called our local customer service office for help.

Solution: Our team advocate filed an appeal with the carrier on behalf of the employee and arranged for bills and collection notices to be held until appeal was resolved. The advocate also provided the carrier with information about other insurers' policies of covering emergency care as in-network.

Result: \$19,000 decrease in employee's out-of-pocket expenses when the carrier agreed to cover the admission as in-network. The carrier also revised its policy to cover emergency care at in-network levels, regardless of whether the hospital participates in the network.

Case Study 2

Situation: An employee received a carrier notification of denial of payment for her final day of hospitalization. The carrier determined that day of confinement was not medically necessary. When the employee questioned the carrier decision, she was told she needed to file an appeal. She contacted our team:

Solution: Our team advocate obtained a copy of the hospital bill and reviewed it along with plan benefits. The advocate spoke to the carrier several times and noted it was the physician who determined she should remain hospitalized for another day. Our team presented the case facts and requested a review of the payment denial.

Result: The carrier overturned the denial without an appeal and paid the final day in full. The employee was only responsible for her in-patient copay.

Case Study 3

Situation: An employee contacted our team advocate regarding invoices she received from a facility for services rendered back in 2015. The carrier originally paid the claims but retracted \$19,419.60 two years later due to a COB discrepancy.

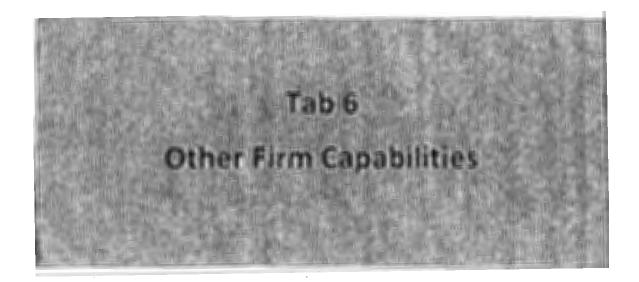
Solution: Our team advocate escalated the issue to decision-makers at the carrier as these claims were two years old. Our team advocate also contacted the facility's billing office to notify them the claims were being reprocessed and requested they place the account on hold to avoid any further collection proceedings. The carrier updated the employees COB file and reprocessed all impacted claims.

Result: The patient's balance was reduced to \$0.

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Shwannee Gounty School Board REP#23-202 Health Insurance/Broke age and Consulting Services



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3.6.1. - Do you provide any benefits administration services, including outsourcing, systems, or consulting support?

We can assume responsibility for benefits administration activities on your behalf. This level includes management of your benefits administration technology, and/or management of best-of-breed marketplace options that meet your organization's needs. Our internal experts deliver day-to-day and annual benefits administration tactical support. Compliance risk mitigation and personal employee advocacy include standard and optional services by our firm. We consult on and provide direct support for:

- · Enrollment and eligibility maintenance
- Data connectivity
- Reporting and data analysis
- Premium support services
- · Management of system site content

- New hire, life event and dependent verification communications & processing
- Employee password resets
- Employee enrollment processing

3.6.2. - Describe how you would support the benefits enrollment process for new hires and during annual enrollment.

Open Enrollment Assistance. We work as an extension to your Human Resources staff. Bruce, Daniel and staff from our Live Oak office will provide local face to face new hire enrollment meetings. During the School Board's annual open enrollment our Acentria team will work with Bruce and Daniel to provide presentations and enrollment support at your various locations.

Open Enrollment & Employee Communications Expertise

- Conduct open enrollment with insurance experts and additional staff when needed for multiple locations to assist with the School Board's work schedule.
- Coordinate and facilitate employee education for maximum utilization of online enrollment system.
- Facilitate receipt of all appropriate vendor materials and review for accuracy prior to open enrollment.
- Customized presentations to ensure employees understand their benefit offerings.
- Coordinate and conduct open enrollment meetings and assist with the enrollment of all employee benefits.
- Design and deliver customized benefit guide booklets prior to open enrollment.
- Design and deliver targeted communications campaigns that promote employee engagement, program cost control and benefits consumerism.
- Manage a smooth implementation with new vendors or plans to ensure that all necessary paperwork completion and all policies are accurate.
- · Verify receipt of ID cards
- · Verify accuracy of the School Board's billing after renewal
- Review of SPD and plan documents for accuracy

We have included a sample Service Calendar that also serves as a Stewardship Report. This Service Calendar will be customized based on the Human Resource Staff's input to ensure the highest level of service and value for Suwannee county School Board. (Please see our sample Implementation and Service Calendar on page 84)

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3.6.3. - Will you be the direct provider of benefit administration services? If not, describe your relationship with the providers and your association and the physical location of the team that would provide direct services to our employees.

Bruce Tillman and the Jordan Agency will be the direct provider of benefit administration services. In addition our Acentria Public Risk team will work in tandem with Bruce Tillman and the Jordan Agency. Our team members are all crossed trained and supported to bring a complete breadth of knowledge that is not dependent upon any one team member.

3.6.4. - Describe how your Benefit Advocacy Center team resolves claims issues and answers employee and dependent questions regarding our Health and Welfare program.

In addition to our local team we provide a dedicated advocacy team that delivers best in class service to the School Board's employees and their dependents.

One-on-One Employee Advocacy

Acentria Public Risks' exemplary service approach to the way we conduct business is called BenefitsVIP working as an extension to your Human Resources office. Employees are provided with a *first-party* administrative and *advocacy* support team providing response and resolution for employees and their dependents.

BenefitsVIP Key Operational Points

- An average of 22 years industry experience
- Direct access to carriers, providers & tools
- Flexible access to advocates
- Multi-Lingual
- Adapt to your culture
- Consultative approach



This table lists examples of contact topics that are handled by our BenefitsVIP advocates:

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	BenefitsVIP Advocates' Coachable Moments:
Enrollment Support	Educating members on the process associated with making their annual enrollment elections through your online election tool(s)
Urgent Care Centers	Educating members on the use of urgent care centers vs. utilizing the emergency room.
Carrier Nurse Help Line	Educating members on the offerings of their particular carrier's nurse help line.
Use of Generics	Educating members on the use of generics instead of brand name or non-preferred medications.
Mall-order Prescriptions	Educating members on the use of mail order for their maintenance medications instead of using retail pharmacies on a regular basis.
In-network Utilization	Guiding members to use in-network providers and facilities as opposed to going or of network.
HDHP Explanation	Providing detailed explanation on high deductible health plans.
HDHP/HRA Explanation	Providing guidance to members on how their health reimbursement account applies to their high deductible health plan.
HDHP/HSA Explanation	Providing guidance to members on how their health savings account applies to the high deductible health plan.
HRA Explanation	Providing detailed explanation on health reimbursement accounts.
Preventive Services	Providing guidance on coverage as it pertains to preventive and routine services.
FSA Explanation	Providing education on the cost savings associated with a flexible spending account (health, dependent care, transit, commuter)
Benefit Plan Comparison	Providing education on the differences in plan offerings so the employee can make an educated decision on their elections.

Incoming calls

Through personal and ongoing contact with the School Board and your employees, BenefitsVIP will identify, track and report benefit inquiries, activities, and issues. We compile this information in a BenefitsVIP Analysis Report, which provides valuable data on emerging service trends, benchmarking, HR/employee usage, productivity savings calculations, and average resolution time. BenefitsVIP advocates stay involved in a claims issue from the first call from an employee through the resolution of the case. As they interact with your employees, they will collect data on these interactions, which are then utilized by Account Management and our benefits consultants to fine-tune benefit programs. An example: if multiple employees report that they don't understand how to use a specific aspect of their plans, this may indicate a need for a targeted education campaign.

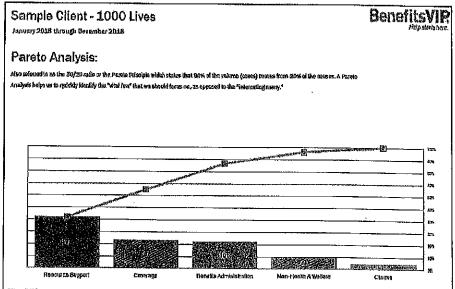
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The call monitoring system, call tracking and resolution procedures used by your firm.

The Benefits VIP team lead is responsible for daily review of open cases. An automated system notifies team leads and the Benefits VIP director if a case is open longer than expected using type of case as the determining factor. Benefits VIP representatives handle their case communication whether requesting additional information or providing resolution.

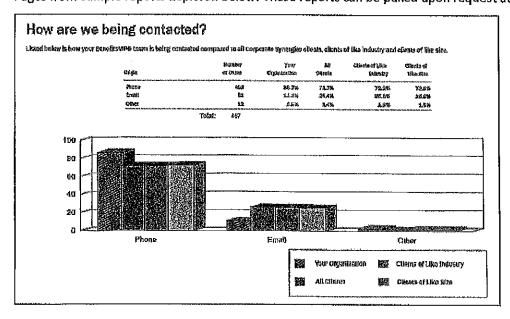
Key performance indicators (KPI) the call center tracks by client.



Our employee support center, BenefitsVIP, tracks every interaction we have with your employees and all calls are recorded. This allows us to track key metrics such as;

- First call resolution
- Resolution turnaround
- Who is calling (employees, spouses, dependents)
- How they are reaching us (phone, email, other)
- For what are we being contacted (benefits administration, claims, coverage, resource support, non-health & welfare).

Pages from sample reports depicted below. These reports can be pulled upon request at any time.



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Unlike typical call centers that are measured by average handle times (which translates into moving the employee off the phone call as quickly as possible) the measurement of the BenefitsVIP support center's success is the employee's peace of mind. One of the many attributes of BenefitsVIP is its ability to increase employee satisfaction with their benefits plans. Rather than our advocates being measured by average handle time, they are measured on the timeliness of resolutions, the percentage of resolutions we were able to provide on the first call, along with the percentage of resolutions provided within 24 hours.



How is employee satisfaction is assessed?

We monitor BenefitsVIP via our quality assurance program to ensure that our advocates are providing good service and accurate information. We can also design a custom survey for your BenefitsVIP team to use that will determine satisfaction among your plan participants.

What is the process for resolving customer complaints/issues?

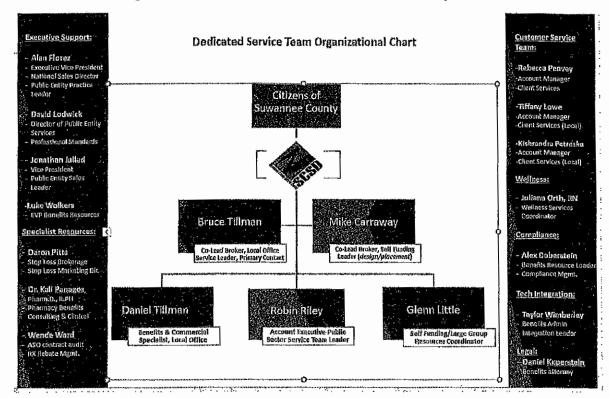
The BenefitsVIP team lead or senior representative distributes cases. Once assigned, the BenefitsVIP representative is the owner from start to finish. This allows our advocates to provide thorough and timely assistance for each case we handle, also preventing employees from having to explain the same issue to multiple people each time they call. BenefitsVIP team members possess deep expertise with claims adjudication and rarely need to escalate a case. However, when a carrier is not processing a claim according to the contract and we need to escalate, our process includes involving management-level individuals within our firm and the carrier organization.

BenefitsVIP doesn't hesitate to escalate a claim up to C-level carrier personnel when needed. All service representatives can handle all inquiries/issues that flow into the department. A case is escalated to the team lead when the representative is unable to resolve the issue timely (in accordance with standards set up by the department, i.e. benefits within 48 hours; claims within 72 hours). This escalation is automated via our CRM system. If the team lead needs to escalate further, the BenefitsVIP director or account management team is brought in to reach out to carrier/vendor management to ensure resolution.

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3.6.5. - Provide an organizational chart of the team that would work directly with SCSB staff.



3.6.6. - Do you have attorneys on staff who specialize in Health and Welfare that SCSB points of contact would have access?

Yes, Acentria Public Risk utilizes both Internal and external legal counsel to keep us at the forefront of any changes in both state and federal legislation. Our skilled internal compliance team is under the direction of Dan Kuperstein, Benefits Attorney, and expert in Healthcare Reform. He has a deep expertise in employee benefits and labor and employment law. He advises clients on and ensures compliance related to, the Affordable Care Act, COBRA, HIPAA, ERISA, GINA, ARPA and all other government regulations related to employee benefits.

In addition, we have the following compliance resources for our clients:

- · AcentriaHR is an easy efficient solution to help manage HR compliance and employee relations issues
- MyWave Client Portal is a personalized website that hosts time-saving tools and resources

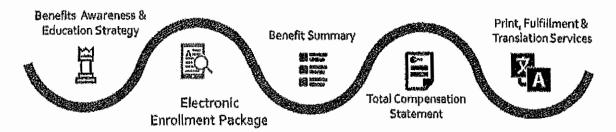
3.6.7. - Advise who you would assign from your communications team to support our account?

Employee communications is a core competency. Robin and the Account Management team will provide in-house Employee education and communication strategies that engage and educate plan participants to increase their benefits literacy and assist in controlling employer costs. Our campaigns feature targeted messaging to heighten

White or period 2016



participant awareness and perceived benefit value while promoting consumerism through education and engagement,



Amid the COVID-19 pandemic, it has become increasingly important for Acentria Public Risk to continue to adapt our communication and enrollment approach to respect the realities associated with virtual working and social distancing. Our internally generated APEX, iCOMM and carrier award-winning communication programs make complicated benefits concepts easy to understand and align with the client's overall business and plan objectives. Our campaigns are designed to deliver stronger participant awareness and generate more plan savings.

Typical communications deliverables include posters, flyers, newsletters, postcards and PowerPoint templates. However, we also provide additional communication strategies that are aligned with the client's workforce demographics. Below are examples:

- A mobile-device application that we fully configure and manage on our client's behalf allowing for push
 notifications to all employees with the app, geo-fencing around ER's and pharmacies, electronic benefit
 guides, provider-search tools, low-cost prescription search functionality based off user location and much
 more.
- A traditional benefit summary can be converted into an electronic flip book.
- New hyper guide benefit summaries in a PDF have the functionality and appearance of a website with multiple links and audio, video, electronic signatures and other functions. Users can print individual pages or the entire book. The guide can exist on your HRIS or intranet allowing easy content updates.
- Custom Videos and multi-media presentations covering a wide range of communications topics.
- Social media can be an important part of a communication strategy. Our award-winning social media solutions
 have help clients reach and connect with employees that were previously disengaged.

3.6.8. - How will you develop our employee communication plan?

Our first step with the School Board would be to schedule a fact-finding meeting to determine what challenges you are experiencing and what you consider a win from a communications point-of-view. Over the years we have found that these answers vary from employer to employer, with each expressing distinct challenges and wins differently.

Once we understand your history, our next step is to understand your organization, goals and culture. We ask questions about:

- Your demographics (generational disconnects)
- Your logistics (geographic challenges)

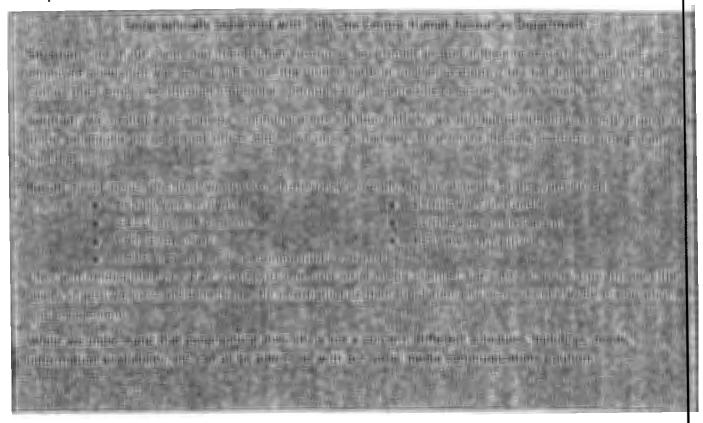
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- Your senior leadership and how they support and engage in your benefits and wellness efforts
- What central hubs you currently provide to participants for information (e.g., intranet, HRIS portal, learning library, etc.)
- Your existing channels of choice (e.g., email, poster, meetings, etc.) and how effective your find each to be
- Alternative channels of choice (e.g., social media, home mailings, corporate journalism, peer recognition programs, etc.)
- Your perception of how your participants engage in their benefits and services
- What types of feedback you receive from your participants (if any at all)
- Current tools used to measure feedback
- Your goals regarding benefits enrollment for the next 12 months (short-term goals)
- Your goals for wellness and disease management for the next 36 months (a long-term strategy)

Having uncovered all this vital information, our next step would be to present a 12-month strategy to help the School Board succeed during your next enrollment period. If you currently are focusing on wellness, we will work with you to develop a long-term strategy to produce measurable results over time.

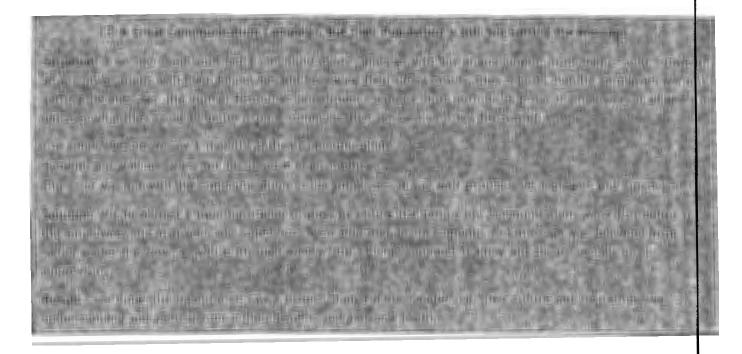
Examples of Successful Communications Strategies:



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Below is a sample Communication Campaign timeline that would be adapted to meet the School Board's goals and needs.



(SAMPLE) 20	22 COMMUNICATION CA	MPAIGN TIN	MELINE	
Dellverables	Final Content	1st Draft	To Printer	To Client
Initial Meeting				
Campaign Presentation	08 09 22			
Revised Campaign Review	08 11 22			:
Campaign Approval by Client	08 16 22			
OPEN ENROLLMENT				08/02/22
Benefits Fair				08 13 22
Flu Shot flyer	09 13 22	09 14 22	09 15 22	09 20 22
Pre-Enrollment Communications		(0)\$ (1,3/2)	(0)8 (1)41/2/2	108/16/22/
OE Poster	08 19 22	08 1.2 22	08 14 22	08 16 22
Benefits Guide	08 09 22	08 09 22	08 23 22	09 01 22
OE Flyer	09 30 22	10 03 22	10 04 22	10 05 22
Wellness Incentive Flyer / Form	09 30 22	10 03 22	10 04 22	10 05 22
Benefit Fair Poster	09 30 22	10 03 22	10 04 22	10 05 22
OPEN ENROLLMENT ENDS				08/30/22
Post Enrollment: New Hire		,		
Benefits Guide				

3.6.9. - What is the total number of employees in your company? What is the total number of employees in your benefits group?

Foundation Risk Partners has a total of 2,000+ insurance professionals. 400+ employees are dedicated to the employee benefits division.

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3.6.10. - Describe some effective strategies to manage pharmacy costs and your expertise in this area.

Evaluating Pharmacy Spend

School Board of Suwannee County				
	20/21	21/22		
Medical Claims Spend	\$2,934,084	\$2,826,933		
Pharmacy Claims Spend	\$1,196,757	\$1,059,027		
Total Claims Spend	\$4,130,841	\$3,885,961		
Medical Claims % of total claims	71.03%	72.75%		
Rx Claims	28.97%	27.25%		
% of total claims spend	20.3770	27.23/0		



Pharmacy benefits are typically the most utilized benefit by plan members and one of the fastest-growing cost-drivers. Specialty drugs are medications with high costs for a course of treatment or a year of therapy. Some health plans also categorize drugs as specialty if they are novel therapies that require special handling, monitoring, or administration, or are used to treat rare conditions. In general, elevated costs are a distinguishing characteristic of specialty drugs. A survey by EDM Serono Specialty Digest found that 85% of health plans consider high cost a determining factor in identifying specialty drugs. *Medicare's definition of specialty drugs is also based on price: pharmaceuticals costing \$600 or more per month are considered specialty.*

Specialty drugs are a constantly growing segment of today's medical treatment plans for complex diseases, including cancer, multiple sclerosis, rheumatoid arthritis and hepatitis C. Specialty drugs cost an exorbitant amount; they now make up roughly one-third of the total U.S. prescription drug spend and are expected to rise to 50% in the next 2 years. It's not uncommon for two or three individuals' prescription expenses for one or two specialty drugs to represent more than half of an employer plan's entire drug spend. And as a result, it's also not uncommon for an employer plan's prescription claim costs to increase 30-40% in one year.

Pharmacy Benefit Optimization based on Cost Drivers

Prescription drug costs are the fastest growing cost driver for most employers. As shown in the School Board's 20/21 and 21/22 reporting, pharmacy represents over \$2.2M of the ~\$8M claims spend, which is greater than 20% of the overall claims. My initial recommendation to the School Board would be a 4"tier pharmacy copay to help mitigate current and future risk associated with high cost specialty medications. The current 3-tier structure does little to promote consumerism and member-sharing in cost for medications that drive a significant portion of the School Board's pharmacy claims spend. Acentria Public Risk is prepared to do a full pharmacy utilization review, with a strategy built around the cost driving trends.

SCSD Employee Wellness Center

By usining the SCSD Employee Wellness Center will provide lower cost generic medications due to bulk purchasing while increasing employee utilization to the center.

International Pharmacy Mail Order program

Utilizing an international mail order program leverages the lower drug costs in other Tier-1 FDA countries that can be up to 60% less expensive than the same medications purchased domestically. Several local Governments are utilizing this program and have realized significant savings as a result. Employees also benefit from this program given a \$0 copay and the medications will be delivered straight to their home. This is a significant savings opportunity for the School Board and their self-funded program.

Case Study 1

Situation: A client prescription drug spend continued to increase significantly year over year, representing 30% of overall drug spend, with trend continuing to increase at an unsustainable trajectory.

Solution: We deployed an international pharmacy carveout allowing for international mall order of approved FDA brand medications from other FDA Tier-1 countries, representing a 25% reduction in pharmacy drug spend.

Result: Employees participating in this program have a \$0 copay and the medications cost the employer an average 50%-60% less than medication prices domestically, for the same drugs. Employees benefit by paying nothing and the employer benefits by reducing the cost of these drugs significantly.

In-house Pharmacy Benefit Expertise

Acentria's in-house pharmacy benefits team (*includes a Doctor of Pharmacy*) will be utilized for the School Board's pharmacy benefit management (PBM) audit. Our PBM team are all highly seasoned professionals with in-depth experience in all aspects of the PBM industry. They provide pharmacy benefit consulting services for clients nationwide with an average of 20+ years experience. Please see their resumes on page 59.

Our in-house pharmacy benefit consulting team can provide ongoing monitoring to confirm financial contractual guarantees. Our team can conduct a semi-annual audit of the PBM program agreement to review for compliance of all formulary rebates, to determine if the School Board receives guaranteed rebate amounts, in accordance with contractual obligations.

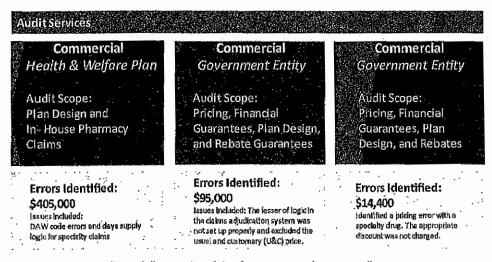
Rebate Guarantees: Our consultants can review the related contract, any applicable amendment language and plan set up documentation regarding rebate payment and guarantees. We can audit and calculate the number of brand claims that should be eligible for rebates. The qualified claim counts, and applicable rebate guarantee rates will be used to calculate the total rebate payment owed. This will be compared to what was paid by the PBM for the time period of the audit. Any shortfalls will be investigated and reported.

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Benefit Design: A review of all contracts and plan documentation including benefit set-up sheets, prior authorization criteria, step-therapy rules, and any other applicable benefit design elements will be performed. The appropriate plan designs will be applied, and applicable copays and deductibles, as applicable will be tested.

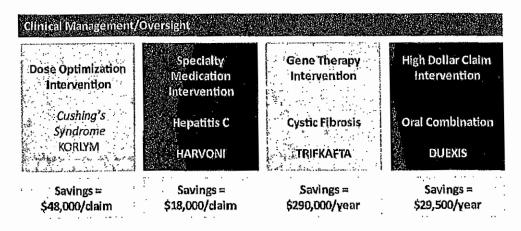
PBM Audit Case Studies



PBM Audit specialists monitor claims for accuracy and contract adherence.

Our clinical team provides solutions that reduce cost and improve outcomes which enable plans to remain successful and sustainable. Our clinical interventions utilize an extraordinary depth of clinical pharmacy expertise and professionalism to work effectively with all key components of patient care in order to achieve remarkable outcomes—clinically effective, member centered with significant plan savings. Our strategies favor clinically useful drugs over financially driven brands resulting in truly lowest net cost for plans. Improved value overall, bring transparency forward and reduce costs.

Meaningful Clinical Interventions



Clinical Pharmacists actively manage and reduce prescription benefit costs.

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3.6.11. - How are benefits structured at your company? What creative ideas do you use to reduce costs while providing good benefits?

Our agency provides a very competitive benefit program for us. We moved from fully insured to a self-insured program for our health insurance two years ago. Our Agency receives competitive proposals every year on our benefits to lower premiums while providing enhanced benefits. Our Agency has a wellness program that helps us to stay healthy and make the right choices for providers and services.

3.6.12. - Explain your ability to monitor regulatory and legislative developments in areas such as cafeteria plans, COBRA, HIPAA, healthcare reform, FMLA and other benefits issues including relevant statutes, rules and regulations on the federal, state, and local levels that may impact the benefits we provide. How will this be communicated? Provide name(s), qualifications, experience, and location(s) of assigned compliance staff.

Federal and state regulatory compliance is a core competency. Our full-service, comprehensive benefits compliance services are provided through our internal Compliance Department under the direction of our head Benefits Attorney, Daniel Kuperstein. Our engagement for the School Board will begin with a thorough compliance assessment audit and continue 52 weeks a year.

We will leverage our systematic monitoring and information-sharing platform to educate and inform the School Board on any and all federal and state laws, regulations, and guidance that impact your health and welfare plans.

Monitoring by our internal compliance experts includes but is not limited to the Affordable Care Act, COBRA, HIPAA, ERISA, USERRA, cafeteria plans, flexible spending accounts, Section 105 medical expense reimbursement programs, Form 5500 annual reporting requirements, etc. Our comprehensive suite of compliance services features:

- Onsite Compliance Assessment/Audit: A thorough review of the client's current compliance initiatives and a complete report, recommendations, and Service Plan for remediation of all deficiencies and ongoing best practices.
- Regulatory eAlert Bulletin Services: The latest information on regulatory changes.
- Webinars: Information-sharing and expert analysis on a variety of topics.
- In-House Compliance Expertise: Information-sharing and guidance on all health and welfare compliance topics:
 - o Compliance assessments: Review plans, policies, procedures and filings for compliance with federal, state and local laws and regulations.
 - o ERISA plan document/SPD amendment: Draft and amend plan documents and summary plan descriptions.
 - o Filing and reporting assistance: Assist with IRS Form 5500 filings, ACA Information reporting and the delinquent filer Voluntary Compliance program.
 - Healthcare Reform guidance: Proactive consultation by experts in the ACA and other related laws and regulations.
 - HIPAA training: Educating privacy officers and PHI handlers on how to protect sensitive employee information and to abide by notification requirements.
 - COBRA compliance review: Procedure evaluation, premium billing, qualifying events tracking, eligibility, reporting, training and more.

- Nondiscrimination consulting: Plan review to determine equal treatment of employees regarding eligibility, contributions and benefit offerings.
- o Wellness plan review: Ensure compliance with ACA, HIPAA, GINA, ADA and other laws and regulations.
- Miscellaneous consultation: Analysis of regulations specific to COVID-19 (FFCRA), Analysis of USERRA,
 GÍNA, cafeteria plans, Section 125, Consumer-Driven Health Plans and more.

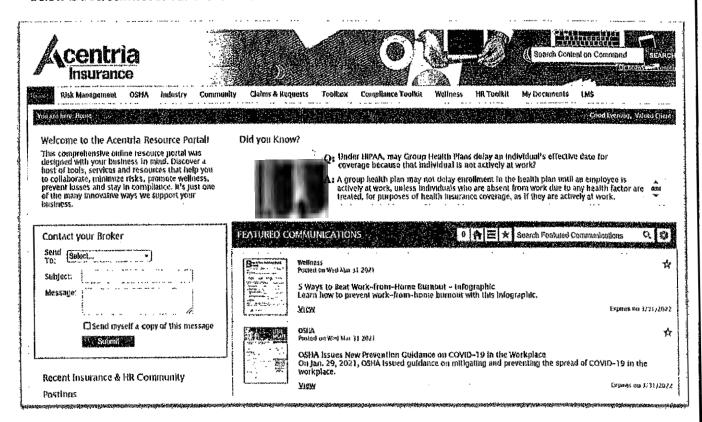
The School Board will have a dedicated compliance consultant and have direct access to our full compliance staff via phone or email as part of our concierge approach to client service and peace of mind. We communicate relevant changes through our detailed compliance newsletters, which we deliver to clients following a government announcement. We also discuss developments in our client-facing webinars, which occur at least quarterly. Our compliance team also publishes an annual Compliance Calendar and Compliance Checklist.

In addition to our In-house compliance team we provide the following for 24/7 access:

Acentria Resource Portal

We provide direct access to compliance resources through our Acentria Client Portal. The Client Portal contains a vast library of tools, services and resources that support our clients; some examples include OSHA log templates, Job Descriptions, Salary Benchmarking, Learning Management System, Wellness Promotion and Toolkits.

Below is a screenshot of our Client Portal.



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3.6.13. - What is your experience and understanding of IRS compliance requirements?

Acentria Public Risk has a skilled in-house compliance team, who are experts with IRS compliance requirements, in the Affordable Care Act and all other laws and regulations that impact benefit programs. They identify and resolve immediate risks and develop an ongoing strategy to keep plans compliant year after year. They communicate relevant government regulations and carrier information that affect benefits.

Our team is under the direction of Dan Kuperstein, Benefits Attorney, and expert in Healthcare Reform. He has a deep expertise in employee benefits and labor and employment law. He advises clients on and ensures compliance related to, the Affordable Care Act, COBRA, HIPAA, ERISA, GINA, ARPA and all other government regulations related to employee benefits.

We provide compliance support associated with ACA reporting requirements. We work with preferred ACA reporting vendors to help our clients satisfy the annual 1095-C and 1094-C requirements. Our commitment to the School Board is to identify your unique needs associated with information reporting and variable hour tracking to determine the appropriate vendor required to meet each of these requirements.

In the event the School Board receives a notification from the IRS with an applicable ESRP (shared responsibility payment), our team will review the penalty letter, help write a response, and gather necessary documentation to respond to the IRS. We've helped numerous clients mitigate significant potential financial liabilities associated with ACA reporting.

3.6.14. - What "hands-on" compliance assistance with healthcare reform requirements do you provide?

Acentria Public Risk provides the following comprehensive suite of compliance services to our public entity clients:

- Compliance Assessment/Audit: A thorough review of the client's current compliance initiatives and a complete report, recommendations, and service plan for remediation of all deficiencies and ongoing best practices.
- in-House Compliance Expertise: Information-sharing and guidance on all health and welfare compliance topics: eAlert bulletin services that provides the latest information on regulatory changes, webinars that provide information sharing and expert analysis on a variety of topics.
- Compliance support associated with ACA reporting requirements: We work with preferred ACA reporting vendors to help our clients satisfy the annual 1095-C and 1094-C requirements. Our commitment to the School Board is to identify your unique needs associated with information reporting and variable hour tracking to determine the appropriate vendor required to meet each of these requirements. The typical scope of services includes:
 - 1095-C distribution to employees
 - 1094-C filing with the IRS
 - Variable hour tracking required for benefits eligibility determination
 - Data normalization

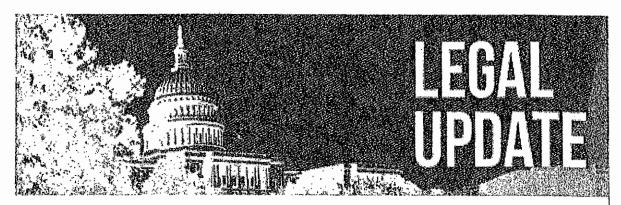
- Healthcare Reform guidance: Proactive consultation by experts in the ACA and other related laws and regulations.
- HIPAA training: Education privacy officers and PHI handlers on how to protect sensitive employee information and to abide by notification requirements.
- COBRA compliance review: Procedure evaluation, premium billing, qualifying events tracking, eligibility, reporting, training and more.
- Nondiscrimination consulting: Plan review to determine equal treatment of employees regarding eligibility, contributions, and benefit offerings.
- Weliness plan review: Ensure compliance with ACA, HIPAA, GINA, ADA and other laws and regulations.
- Miscellaneous consultation: Analysis of USERRA, GINA, cafeteria plans, Section 125, Consumer-Driven Health Plans and more.

3.6.15. - Detail your ability to monitor regulatory and legislative developments on the subject of healthcare reform and the Patient Protection and Affordable Care Act at both the state and federal levels, and how this will be communicated to us.

The ACA's compliance requirements have posed a hardship on businesses that are often not equipped to monitor and act upon the law. Our skilled compliance staff will analyze how the ACA, as it presently exists or is amended, impacts your plans. They will deliver timely advice, guidance, and assistance, including any required or recommended plan changes. They will also provide ongoing support related to applicable state and federal regulations, COBRA and HIPAA assessments, compliance updates, annual communication requirements, etc. They will systematically communicate relevant regulatory updates that may affect your health and welfare benefits, and provide in-depth training via personal contact, complimentary webinars, etc. Your engagement with Acentria Public Risk will begin with an onboarding compliance assessment to determine and resolve any immediate risk and exposure.

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IRS-Finalizes-Change-to-Family-Coverage-Affordability-Rules-¶

On Oct. 11, 2022, the IS3 released a <u>final rule</u> that changes the eligibility rules for the premium tax credit (PTC). The PTC is available to eligible individuals who purchase health insurance coverage through an Exchange, individuals are not eligible for the PTC if they have access to employer sponsored health coverage that is affordable and provides minimum value. If

PTC-Eligibility-Change

Effective for 2023, the final rule changes the PTC rules for determining whather employer approach coverage is affordable for family members. Currently, whether employer sponsored coverage is considered affordable for family members is determined based on the lowest-cost self-only coverage available to the employee. The cost of family coverage is not taken into account under the current rules. If

Under the final rule, an employer-sponsored plan is affordable for family members if the portion of the annual premium the employee must pay for family coverage (the employee's required contribution) does not exceed 9.5% (as adjusted annually) of household income. For 2023, the adjusted awardablifty percentage is 9.12%. The final rule also adds a minimum value rule based on the benefits provided to the family members.

Impact of the Final Rule !!

Effective for 2023, more family members will-likely be eligible for the FTC for coverage purchased through an Exchange. However, the final rule does not change the affordability rules for employees, which will continue to be based on the employee's required contribution for self-only-coverage. Therefore, an employee's offer of coverage may be unaffordable for a family member even though it is affordable for the employee.

Also, this new guidence does not affect the ACA's "pay or play" penalties for applicable large employers (ALEs), as these penalties are triggered only when arremployee receives a PTC, not a family member. According to the IRS, this new guidance also does not impact an employer's reporting requirements under internal Revenue-Code Sections 6055 and 6056. I

Provided to you by Acentria Public Risk!

To a Lagol-Update is not take ruled to be exhaustive har about any discuss of orcontinue be considered as legal advice. Readers should contact again contell for legalgalace, #2022-7 years, file, Albrights received.

Highlights"

- The final rule addresses:
 eligibility for the premium taxcredit, which is available for
 Exchange health coverage. A
- * In a rule provides that affordability of employer-sponsored-coverage for family members is determined based on the cost of family coverage. §
- The final rule's changes apply totaxable years beginning after Dec. 31, 2022. §

Effective-for-2023, theaffordability-ofemployer-sponsoredcoverage-for-familymembers is determinedbased-on-the-cost-offamily-coverage. II



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3.6.16. - Describe your capabilities and resources available for actuarial analysis of plan funding needs, exploring funding alternatives such as self-funding, minimum premium payment and ASO, and making recommendations.

Our team will work with our actuary to provide financial and strategic recommendations for Suwannee County School Board. We will help compile necessary reports and other data elements to perform this work. We will perform large claim and trend analysis, rate development, contribution strategies, stop loss cost/benefit, cost projections and budget development, reserves/IBNR, statutory filings, among other evaluations to monitor plan performance.

3.6.17. - Describe your market knowledge capabilities in negotiating rates and rate guarantees.

As a hopeful partner with the School Board, we wish to make it clear that we will work for you, not insurance companies. Our commitment is to, year in and year out, negotiate the optimal carrier contracts available in the marketplace and leverage the breadth and depth of our book of business to do so.

Our in-house underwriters are experienced in all aspects of health and welfare benefits and have the ability to develop and calculate pre-renewal projections; in-depth renewal analysis and competitive marketing; negotiations with carriers and stop-loss writers; claim lag analysis and IBNR calculations/annual reserve adjustments: equivalent rates; and claim factors.

Please see our renewal timeline on page 102

3.6.18. - Discuss your approach to contract vendor renewals.

Our renewal process begins with a pre-renewal meeting that is 7 months in advance of the renewal. Our in-house underwriters and actuary partners will develop budget and claim projections for the upcoming year. Our team will focus on the following

- Claim reporting
- Utilization review
- Employee survey
- Benchmarking
- The state of the carriers

- Emerging trends
- Administrative issues or concerns
- Future budgetary concerns
- The development of the renewal timeline and approach

This information will prepare the School Board in advance of a bid process or warranted vendor change. We will lay out the pros and cons of the process before a final decision is made: plan designs, provider and facility-specific network comparison reports, pharmacy implications, reporting capabilities, service platforms (online and inperson), wellness capabilities, service guarantees and their specific renewal methodologies. Committee members will have the ability to meet with the potential new vendor(s) prior to making a final decision.

As an authorized agent for virtually every A- or better rated insurance company/vendor in the marketplace, we pride ourselves on our ability to work with total *objectivity in all our initiatives*.

For PBM RFPs, our pharmacy benefit consulting team will support the process of assessing qualifications and analyzing data provided in proposals received. Our subject matter experts prepare a comprehensive Report of

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Findings that include both quantitative analyses and qualitative results, comparing advantages and disadvantages of each vendor.

We focus on aligning our clients with the best suited vendor partners by utilizing data analytics to assist the School Board staff in decisions on plan design to obtain optimal benefit value.

3.6.19. - How have you reduced lifestyle-related claims at other companies?

Here are specific examples of how we've secured favorable outcomes for our clients:

Case Study 1

Situation: A Florida city has approximately 350 full-time employees and spends \$3 million per year on healthcare. The city tried participation-based wellness with incentives offered to employees for participation, but healthcare costs continued to escalate year-over-year.

Solution: We deployed an outcome-based wellness program (backed with a technology platform) that financially rewarded preventive care activities and improvements to measurements such as high blood pressure, smoking, cholesterol, and obesity. We also deployed nutritional seminars with metabolic profiling and kinetic testing, yielding 98% participation.

Result: This employer group yielded a 10% immediate ROI, offsetting the cost associated with the wellness platform entirely with a 2:1 return. This group has also had flat renewals for the previous three years on the aforementioned \$3 million spend. The city as successfully created a culture of wellbeing as well that employees now embrace.

Case Study 2

Situation: A public sector client hired our firm to accomplish two primary goals (1) Mitigate premium spend on healthcare (2) Drive administrative efficiency to support their budget-driven reduction in HR staff. This client spends ~3M in premium per year in health insurance premium with ~200 active and retiree participants on their plan.

Solution: We helped the client identify the underlying cost drivers of their program with the deployment of a full participation based wellness program for the previous two years, steps-driven wellness program within which HRA funding occurs based on steps taken each day, along with an annual onsite health fair. We rolled out our SmartBEN Essentials online enrollment technology tool, benefits administration outsourcing support and BenefitsVIP employee advocacy services.

Result: The client has reduced its benefits spend by an average of -5% over the last three renewal cycles with no changes in the benefits offered to employees. We've also taken on all functions associated with benefits administration, becoming an extension of the client's internal benefits staff with direct interaction with employees for anything relating to the benefits program

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3.6.20, - What measures do you take to ensure your clients are looking at possible cost containment policies or methods?

Our team will analyze current plan structure and design, historical, current, and projected costs, claims experience and utilization, contracts, etc. At the same time, we review employee-specific aspects, including contributions, communication material, and overall plan satisfaction.

Our analysis leads to the annual Service Plan and a long-term Strategic Benefits Plan, which are comprised of tactical and strategic initiatives and the resources required to accomplish objectives. The annual Service Plan is a single, time-activated working document with clearly defined priorities and timelines for each step of new client implementation; this process is ongoing and adjusted as necessary throughout the year. It describes and tracks all components of the delivery phase, the implementation of plan management, claims analysis, BenefitsVIP employee support, COBRA administration (if needed), benefits administration technology, surveys, Total Compensation Statements, tailored employee communications, etc.

Our analysis leading to the design of the annual Service Plan also forms the basis of a three- to five-year Strategic Annual Business Plan. Our recommendations are designed to mitigate cost increases that typically encompass cost containment strategies, population wellness, contribution strategies, etc.

Whether our analyses target annual plan activities or long-range goals, the process identifies performance consistency and potential deficiencies and aberrant situations. The process also facilitates the consideration of new and emerging products and trends.

We will work collaboratively with the School Board to align your benefits strategy to deliver the lowest possible cost and highest possible value. At the same time, we will prepare the School Board to anticipate and respond to an ever-evolving healthcare landscape.

If we are a successful proposer, our first objective for your organization will be the establishment of a strategy, predicated on identifying the factors currently driving cost for the School Board and how those costs can be remediated.

First Objective



Develop Strategy

- Client Data Sethering & Analysis
- Cost Drivers (Plan/Profile/Risk)
- Benchmark Analysis .
- Considerations
 - Claims ø
 - Culture
 - Goals & Objectives Ö
 - Budget Requirements
 - Employee Perception
 - Challenges
 - Improvement Opportunities ю.
 - Timing

Execute Plan

- Annual Action Plan
- Market Analysia
- Deims Experience
- Plan Underwälling
- Plan Offerings
- Plan Funding
- Carrier Negotiations
- Contract Review
- Open Enrollment.

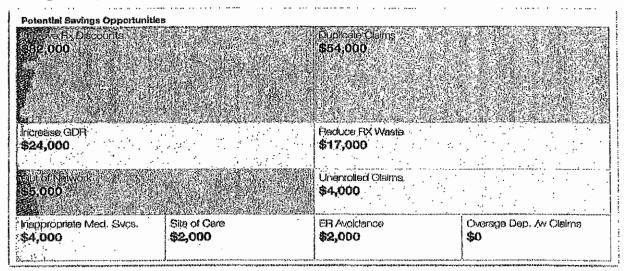
Measure Results

- Plan Utilization
 - Cleims
 - Networks/Discounts
 - Treads
 - o Essues
- Design Anomalies
- Employee Satisfaction Benchmark Report
- Participant Behaviors
- Wellness Compliance
- Prodictive Modeling · Pre-Renewal
 - Post-Renewal

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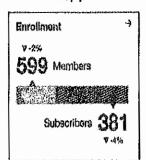


Our analytics platform helps employers gain transparency within their data to identify quantifiable savings to hold their carriers and vendors accountable.

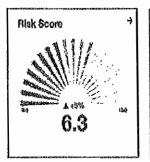


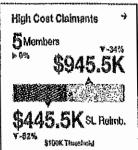
The platform offers layers of data-driven insights, including standard dashboards that quickly identify what is driving costs within your population and identifies emerging trends.

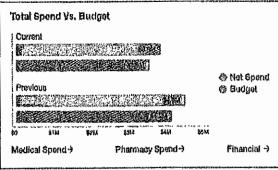
- · Identify healthcare waste
- Quantify and target savings
- · Set ROI performance guarantees with each vendor to obtain maximum value
- Measure the impact each solution implemented delivers
- · Identify potential savings opportunities

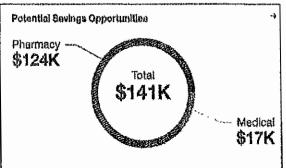












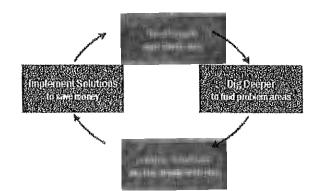
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3.6.21. - Describe your experience with alternate plan design approaches, including consumer-driven health plans, true cafeteria plans, HSAs and HRAs.

Our best-in-class modeling software will help articulate how your healthcare plan design, member demographics, claims experience and utilization will impact premium rates. The Claims Analyzer, which is a suite of healthcare analysis tools, features claim analysis and plan modeling for exceptional drill-down detail and the delivery of valuable insights into the underlying issues affecting an organization's healthcare costs.

This software models the impact of changes in plan design, utilization, cost, network penetration, network discounts and medical inflation by:

- Evaluating how the plan performed
- Assessing where and how plan dollars are allocated
- Benchmarking the costs against other companies
- Identifying high dollar-risk claims
- Recognizing problems and design anomalies
- Focusing on the specific dimensions such as providers, service areas, chronic diseases, unhealthy behaviors, network utilization, etc.
- Validating and supporting decisions



Innovative Benefit Plan Design: Medical/Dental/Vision/ Disability/ Life

- Financial Arrangement: Self-Funded
- Medical, Dental, Vision, Pharmacy, Disability, Life
- Multiple Year Guarantee
- Employee Contribution Strategies
- Eligibility: Active, Pre-65 retirees, Medicare retirees
- Wellness initiatives
- High Claimant medical management
- New healthcare initiatives: Value Based Care and provider payment incentives
- Identify medical and pharmacy cost drivers
- Implement clinical interventions when diagnosed
- Customized Benefits: Additional Periodontal cleanings, enhanced benefits
- Group Basic Life and AD&D
- Short-and Long-Term Disability Plans
- Voluntary life and disability plans. Group or Individual, Portability / Conversion
- · Leverage New Health Technology and Telemedicine

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3.6.22. - How do you stay current on the rapidly changing vendor marketplace, and how do you keep your clients informed of new products and other opportunities they should consider?

Our Influence as a Market Leader

Our goal in being a market leader is to be in front of the innovation curve, delivering data to our clients to make better decisions. Our focus is to maximize our client's benefits program while driving down their overall cost. We define a market leader as a firm who has:

- Negotiating Power: Our firm places approximately <u>\$4.4 billion</u> in annual premium volume with virtually all
 major and regional carriers. We have achieved Tier 1 status with carriers, serve on their advisory boards and
 maintain direct access to top-level executives within their organizations. We will leverage our position to
 develop and negotiate cost-controlled, high-value benefit programs on behalf of the School Board, the
 Constitutional offices and your employees.
- People: Qualified staff with technical skills to keep our client promises. We back it up with a performance guarantee.
- Industry Thought Leadership: Thought leadership at our firm starts with being innovative, creative, and never accepting the status quo. There is no "one right way" of being a good thought leader. Our culture revolves around consistently staying in front of the innovation curve and bringing forward-thinking innovative ideas to our clients.

Our Approach to carrier and product selection.

The selection of our team would allow you to have an option to analyze the viability of a pool for your employee benefit coverages. No other broker can boast more experience with the different local government pools and commercial markets than our team. In addition, our consultants have exclusive access to advisory boards of the most dominant carriers in the market. We maintain Tier 1 status, represent virtually every carrier nationwide, and sit on several national advisory boards: Aetna, Cigna, United HealthCare, Hartford, Lincoln Financial, MetLife and Reliance Standard. We have achieved Preferred status with most of the major insurers.

Preferred status typically results in a higher level of advocacy from the carrier, including but not limited to:

- Enhanced claims reporting at no additional cost
- Dedicated service teams
- Inclusion on the carriers' Advisory Council
- Accelerated case implementation
- Direct access to underwriters and medical directors
- New product roll out

Please see on the next two pages is a list of our current carrier partners:

	100 Table 100 Ta		A SECURITION OF THE PROPERTY O	
Active	Stop Loss Markets	A.M. Best Rating	Est. Block Size	Underwritten
1,	Amalgamated Life Insurance Company	"A" (Excellent)	\$100M · \$250M	Direct
2.	American Fidelity Assurance Company	"A+" (Superior)	\$250M · \$500M	MGU
3.	American National Life ins. Co of Texas	"A-" (Excellent)	\$100M - \$250M	MGU
4.	Anthem Life Insurance Company	"A" (Excellent)	\$500M - \$750M	Direct
5.	BCS insurance Company	"A-" (Excellent)	\$250M - \$500M	Direct
б.	Berkshire Flathaway Specialty Insurance	"A++" (Superior)	\$250M - \$500M	Direct
7.	Companion Life Insurance Company	"A+" (Superior)	\$250M - \$500M	Direct
8,	Fair American Insurance and Reinsurance Co	"A+" (Superior)	\$100M - \$250M	MGU
9,	Fidelity Security Life Insurance Company	"A-" (Excellent)	\$100M - \$250M	MGU
10.	Gerber Life Insurance Company	"A" (Excellent)	\$250M - \$500M	MGU
11.	Granular Insurance Company	"A-" (Excellent)	\$100M ~ \$250M	Direct
12.	Greenwich Insurance Company	"A+" (Stable)	\$100M - \$250M	MGU
13.	HCC Life Insurance Company	"A++" (Superior)	\$10 - \$1.5B	Direct
14.	HM Life Insurance Company	"A" (Excellent)	\$750M - \$18	Direct
15.	Independence Life & Annuity Company	"A." (Excellent)	\$100M - \$250M	MGU
16.	National Health Insurance Company	"A·" (Excellent)	\$100M • \$250M	MGU
1.7.	North River Insurance Company	"A" (Excellent)	\$250M - \$500M	Direct
18,	Pan-American Life insurance Company	"A" (Excellent)	\$250M - \$500M	MGU
19.	Reliastar Life Insurance Company	"A" (Excellent)	\$750M - \$1B	Direct
20.	SiriusPoint America Insurance Company	"A-" (Excellent)	\$100M - \$250M	MGU
21,	Standard Life and Accident Insurance Co	"A" (Excellent)	\$250M ~ \$500M	MGU
22.	Sun Life Assurance Company	"A+" (Superior)	\$1.5B * \$2B	Direct
23.	U.S. Fire insurance Company	"A" (Excellent)	\$250M ~ \$500M	Direct/MGU
24.	Westport Insurance Comoration	"A+" (Superior)	\$250M ~ \$500M	Direct

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Preferred	List of our Health Insurance	e Partners
AvMed		Humana
AND TARTER AND AND AND	Clgna	namana
and the same of th	Florida Blue	United Healthcare
BCBS	(Inclusive of Florida Health Care	(Inclusive of Neighborhood
(All Affillates)	Plans, Capital Health Plans and	Health Plans, All Savers and
	Health Options)	UHC HMO)
cvs		
(Inclusive of Aetna and		
Coventry)	· ·	Commence of the state of the st
	Alternate Funding	
Berkley GovCap	ELAP Services	giges Berke Lemainum 7 del millespoper of de 1990 v. f. 1970 v. Millen die, Z. d. iguz (v. d. e.) in heldele d
Cart Dius Advisors	Florida Municipal Insurance	Well Life Corporate Health
Cost Plus Advisors	Trust (FMIT)	System Platform
D.W. Van Dyke & Co.	Heritage Consultants	Veris
	ASO/TPA	
Aetna / Meritain	Coresource	Humana
BCBS of SC (TPA)	GPA TPA Services	Maestro Health
Clgna	Florida Blue	UHC/UMR
Continental Benefits	Humana	
g g g g	narmacy Benefit Manageme	nt
CVS Caremark	Optum Rx	Rx Benefits
Express Scripts		. Well Dyne Rx
Magellan Rx	Pro Act Inc	The first of the second of the
Advantica Advantica	Ancillary Benefits Guardian Life & Health	Reliance Standard
Aetnà	Hartford Life	Standard Insurance
Allstate Financial	Humana	Sun Life Financial
	Lincoln Finandal	Superior Vision
Ameritas	Metropolitan Life	Symetra
Cigna	and the military of the section of t	
Delta Dental	Minnesota Life Mutual of Omaha	Unum
EyeMed Florida Combined Life	a start and the	USAble Vision Service Plan
Profite Combined and		ATTENDED OF PROCESSION OF THE
	Supplemental Worksite	
Aflac	Humana	Reliance Standard
AIG	Lincoln Financall	The Standard
Alistate Financial	Metropolitan Life	Sun Life Financial
Colonial Life	Mutual of Omaha	Unum
Guardian Life & Health	Principal Financial	Voya Financial
	edical Group Retiree Progr	ams
AdventHealth Advantage	Clgna	Humana
Plans/Health first		• • •
Aetna	Florida Blue Medicare	UHC/AARP
Benistar.	Florida HealthCare Plans	

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Pooling Expertise:

The Florida Municipal Insurance Trust offers medical, dental, and vision plans for its members through United Healthcare. The FMIT Group Term Life insurance coverage is offered through ReliaStar Life Insurance Company.



- A fully insured program with no additional fees.
- No exit administrative cost or claims fees as other Florida public entity pools require.
- Provides full transparency to know where every dollar is being spent.
- Customized benefit plans to meet your needs.
- Employee Assistance Program includes 24/7 support at no extra cost for mental health, financial
 or legal concerns, and onsite support when a catastrophic event occurs for first time responders.
- Virtual Visit provides the ability for you to see and talk to a doctor via mobile device or computer 24/7, no appointment needed. The doctor will provide you a diagnosis, and if needed, a prescription, and a return-to-work slip. This service is at no additional cost to the County and their Constitutional offices.
- HomeTown Health A Participation based, enhanced wellness program that provides all participants
 up to \$125 in gift card rewards for participation during program events throughout the year.
- Wellness Program: The Hometown Health was developed to help public entities contain or reduce health care costs. Benefits to employees include free online health assessments, free onsite biometric screenings, free telephonic health coaching, free flu shots, wellness challenges, and a two-tier annual incentive program for participants who can receive:
 - A \$25 gift card for completing the health assessment
 - A \$100 gift card for completing additional activities

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Acentria Public Risk Proprietary Program

We have a self-funded pooling program that provides purchasing power so that groups under 500 employee lives will receive the pricing of a group size that is over 10,000 employees.



Well-Life is a Self-Funded health plan with a claims system that reduces costs both immediately and over time. This provides the best outcomes of claims for the employee and at the same time, directs employers to the most cost-effective risk management. Acentria Well-Life is a program that directly concentrates on helping employees/employers with diabetes, mental health, substance abuse, stress, and high blood pressure. Our program includes the following that will generate claims mitigation savings every month in addition to bringing better outcomes for your employees and their families:

- Maternity and Disease management
- Behavioral Health Network Management
- Case management Negotiation on claims over \$50,000
- Hospital Bill Audit recovery Tracking any climb over \$10,000 for duplicate charges and mistakes
- Surgery and diagnostic Procedural steerage to participating well-Life Partners for reduced cost and best outcomes for employees.
- Pharmacy Claims Mitigation Program Coaches employee to manage medications For better health,
 Lower cost, And prepare for a better life plan.
- GO 365 Turnkey wellness program. Includes cash rewards and prizes for completing: CHRA, biometrics, vaccinations, workout programs, physicals, challenges. We provide customizable reports on a quarterly basis.

No other broker can boast more experience with the different local government pools and commercial markets than our team.

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3.6.23. - How would you work with us to establish an appropriate employee contribution strategy that will minimize our plan expenses while avoiding adverse selection?

Contribution Strategies: We provide detailed contribution modeling annually as part of our planning and renewal process. Below are examples of contribution models we have implemented for clients:

- Contributions as % of wages with not-to-exceed limits
- Contributions based on core/buy-up strategy
- Contribution based on salary bands for associates and executives (all with fixed dollar amount)
- Spousal and/or dependent surcharges
- Contribution modeling compliant with affordability provisions of Healthcare Reform and safe harbor test modeling.
- Smoker surcharge contribution scenarios.
- Contribution based on percentage of total rate
- Applying percentage of fixed cost increase to employee contributions
- Lowering costs on EPO/HMO plan, smaller increases to lower salary tier (a strategy to encourage higher enrollment, migration)

3.6.24. - Describe your capabilities in coordinating meetings to review carrier performance and issues.

We invite your carriers to attend insurance committee meetings to discuss any issues and advise of any new products or programs being introduced to the evolving climate of health care.

In addition, we provide reporting to ensure deliverables are achieved and plan performance is monitored and measured. Reporting is also an essential aspect of evaluating vendor service guarantees and monitoring the fiscal health of a client's overall benefits program. We take a custom approach with a combination of vendor reporting, industry sources and supplementary reports to answer requirements. Standard reporting includes the following:

- Review all claim/account data provided by carriers, including full analysis and validation of renewal exhibits.
- Compare performance from period to period and relative to Book of Business benchmarks.
- Identify trends and monitor plan utilization patterns for opportunities to adjust plan design or consumer behavior.
- Ensure Service Plan key initiatives are monitored and tracked to planned deliverables.
- Provide relevant statistics of member calls to the client's dedicated BenefitsVIP team, including usage, incident prevalence and productivity savings.
- Evaluate service level guarantees, including but not limited to claims payment turnaround, network discount guarantees, fixed cost guarantees and claims management guarantees.
- Provide cost projections during the mid-year pre-renewal process for the upcoming renewal, track cost and identify areas of concern.

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3.6.25. - Describe your company's marketplace leverage in negotiating with carriers on rates, policy terms and plan design.

Our firm places approximately \$4.4 billion in annual premium volume with virtually all major and regional carriers. We have achieved Tier 1 status with carriers, serve on their advisory boards and maintain direct access to top-level executives within their organizations. We will leverage our position to develop and negotiate cost-controlled, high-value benefit programs on behalf of the School Board, your employees and their families.

3.6.26. - What approach would you take to assure that we have broad coverage at a fair price with sound insurers?

Our analysis reports and industry recognized thought leadership qualifies us to meet this requirement. Our staff regularly attends national and regional conferences, forums and symposiums sponsored by industry and trade associations, including the National Business Group on Health. We also leverage memberships in the following groups to gain insights into benefits and health and weliness innovations:





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Our firm coordinates with the Council of Insurance Agents & Brokers (CIAB), National Business Group on Health (NBGH), National Association of Health Underwriters (NAHU) and other industry associations. These groups provide client-facing and internal trainings on significant regulatory developments.

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Our executives have participated in CIAB's Legislative and Working Group Summit to lobby U.S. Senators and Representatives on benefit issues that are of critical importance to employers. The Summit brings together Congress and voting partners to listen to the broker community who relays critical benefit issues and challenges experienced by their clients.

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3.6.27. - Describe your technology infrastructure.

HRIS System and Technology Team

Saying the School Board Money, Reducing Staff Workload and Meeting Employee Needs

Acentria Public Risk has the resources and team members who will work as an extension to the School Board's Human Resource staff. Below we have listed some examples of the services and resources provided to specifically address the needs of our Public Entity clients:

- Enrollment Platforms and Benefits Administration Technology team (We are vendor agnostic)
 We are committed to helping clients configure and maintain a benefits administration and enrollment platform that best meets their needs. Our Client Engagement team supports the technical and financial side of the partnership through our partner-driven preferential pricing arrangements with technology providers.
- Agnostic Support of our Clients' Technology Platform

We help our clients with the configuring and maintaining of their benefits administration and enrollment platform that best meets their needs. Our benefits administration outsourcing support is where we assume responsibility for benefits administration activities on your behalf. This level of management includes our best-of-breed national contracts through multiple vendors to meet your organization needs.

- ADP
- Employee Navigator
- Plan Source
- SmartBen Essentials
- Web Benefits Design

Through our national partnership, we can offer clients a plethora of options to fit your needs and culture. The technology will simplify the School Board's interaction with your healthcare vendors and plan participants. This solution supports all benefit types, streamlines and automates enrollment and eligibility, connects you with your participants, and helps them manage their benefits. Among its features:

- Houses all enrollment and eligibility rules making insurance premium billing reconciliation more accurate.
- Acts as the point of entry so changes made in your system are transmitted to insurance vendor systems.
- · Sends electronic feeds to different vendors and carriers.
- Can work with other third-party payroll and HR systems.
- Engages and educates employees about benefits as they are making their elections

3.6.28. - In your view, what are the key exposures that SCSB faces?

In our review of your RFP and information on your current program, please see below where we have listed a few suggestions:

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Increase Employer Competitiveness to attract and retain talent

Currently the SCSB has 800 FTEs and 490 are on the School Board's health insurance plan. We understand the need of the School Board to have a viable employee benefit program, one that competes with surrounding employers and meets the SCSD's budget.

- Increase carrier competition and provide alternative market options [self insurance pools]
 We will work with your Human Resource and procurement staff to provide competitive options that reduce premium and enhance benefits.
- Peer to peer benchmarking and analysis to manage costs

We assess your plan designs, identify trends and monitor plan utilization patterns for opportunities to make sure your plan is in line with your neighboring School Board, adjust plan design or to educate consumer behavior. Please see further information on our benchmarking reports on page 80.

Stoploss Contract Renewal Negotiations

Removing the commission from the stop loss SCSD will save significantly more than \$120k in the stop loss premium because commission compounds everything. Adding 15% commission to rates likely increases the premium by 22-25%. (overall the SCSD's stoploss ratio has been good and will allow a very competitive process).

Administrative Services Agreement for Self-Insured Health Plans

ASO administration with Florida Blue, we will review your ASA administrative Contract with Florida Blue and negotiate better terms and conditions. This can be done through a formal RFP that advises the responders to provide what will enhance the School Board's self-funded health plan. This will lower PEPM fee, improve RX Rebates, increase technical support dollars, and increase wellness dollars.

For example: We recently negotiated the following for Okaloosa County School Board's Administrative Services Agreement with United HealthCare as follows:

- ASA Fee \$21.58 (includes the \$20 pepm ASA fee credit)
- Web Benefit Design tech credit \$90,000 (Online Enrollment System for the School Board)
- PBM Compensation of 80% to SD + \$20.00 pepm ASA Fee credit
- Consolidated Appropriations Act, 2021 ("CAA") Support Services. United will support
 Customer's compliance with the requirements of the CAA, including the No Surprises Act
 ("NSA")
- Medicare Part D subsidy reporting Services. If elected by Customer, United will provide
 to Customer or, at Customer's request, directly to Centers for Medicare & Medicaid
 Services ("CMS"), information for Customer to comply with the requirements of the

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Retiree Drug Subsidy ("RDS") program in United's standard reporting which is compliant with CMS submission procedures and deadlines.

Provide a pharmacy carve out option

Examining a pharmacy carve out option will provide the School Board with transparency into the pharmacy benefits, allowing greater understanding and control of the School Board's spend, improved contract terms, and the ability to track/monitor performance. We expect this approach to yield at least an 18-25% savings on pharmacy spend, which is a \$200k annual improvement to the School Board's budget.

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3.6.29. - Describe how your firm keeps current with the trends, best practices, and latest developments in the benefit industry.

Our staff regularly attends national and regional conferences, forums and symposiums sponsored by industry and trade associations, including the National Business Group on Health. We also leverage memberships in the following groups to gain insights into benefits and health and wellness innovations:



Our firm coordinates with the Council of Insurance Agents & Brokers (CIAB), National Business Group on Health (NBGH), National Association of Health Underwriters (NAHU) and other industry associations. These groups provide client-facing and internal trainings on significant regulatory developments.

Our executives have participated in CIAB's Legislative and Working Group Summit to lobby U.S. senators and representatives on benefit issues that are of critical importance to employers. The Summit brings together Congress and voting partners to listen to the broker community who relays critical benefit issues and challenges experienced by their clients.

Acentria Public Risk has a valued partnership with the Florida Association of Counties Trust (FACT) which is administered by the Florida Association of Counties (FAC). We also partner with the Florida League of Cities and the Florida Municipal Insurance Trust to combine service efforts for Florida's Governmental entities. Below is a list of our professional memberships where we stay informed of all issues public sector entities are facing today

- FAC Florida Association of Counties
- FPHRA Florida Public Human Resources Association
- FCCMA Florida City and County Management Association
- FLC Florida League of Cities
- FGFOA Florida Government finance Officers Association
- PRIMA Public Risk Management Association
- RIMS Risk & Insurance Management Society
- SHRM Society for Human Resource Management
- CFAHU Central Florida Association of Health Underwriters

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3.6.30. - Describe how you will assist in aligning benefit strategies with our internal budget, business, and human resources goals.

Our team will collaborate with staff to design the annual service plan. The Service Plan forms the basis of a three to five year strategic annual business plan that will align with the School Board's internal budget, business and human resources goals.

Please see page 78 for detailed information.

3.6.31. - How will your firm assist with the District's compliance for COBRA, HIPPA, FMLA, ERISA, ADA, ACA and IRC 125?

The ACA's compliance requirements have posed a hardship on businesses that are often not equipped to monitor and act upon the law. Our skilled compliance staff will analyze how the ACA, as it presently exists or is amended, impacts your plans. They will deliver timely advice, guidance, and assistance, including any required or recommended plan changes. They will also provide ongoing support related to applicable state and federal regulations, COBRA and HIPAA assessments, compliance updates, annual communication requirements, etc. They will systematically communicate relevant regulatory updates that may affect your health and welfare benefits, and provide in-depth training via personal contact, complimentary webinars, etc. Your engagement with Acentria Public Risk will begin with an onboarding compliance assessment to determine and resolve any immediate risk and exposure.

3.6.32. - Describe your process for assisting with preparation of bid documents, evaluation, and negotiation during the selection process. What are some of the non-negotiables that you recommend for policies?

We affirm that we will meet this requirement and provide reports and comparisons to aid in the School's decision-making process.

Acentria Public Risk will take a fresh and unbiased look at the current policies and vendors in place. We will obtain proposals from appropriate carriers, working in collaboration alongside the School Borad's Human Resources, Finance, and Budget staff to ensure a successful process on behalf of the School Board.

Our in-house pharmacy benefit consulting experts will formally evaluate Pharmacy Benefit Management (PBM) vendors through a Request for Proposal (RFP) process. Our team will develop the pharmacy benefit request for bid/request for proposal (RFP) specific to your needs and distribute to "best fit" PBMs that best align with your goals. We will review and analyze the vendor proposals based on required criteria and results of these vendor evaluations will be presented in a summary format as a Report of Findings. Both quantitative and qualitative analytics are provided. We will coordinate and conduct finalist meetings, demonstrations and presentations as well as negotiate the BAFO (best and final offer) pricing. General PBM RFP steps are outlined below:

- Step I -- Develop, release, and coordinate the RFP in the marketplace. This will include meeting with you to understand specific, targeted client requirements.
- Step II Evaluate and grade qualitative responses in detail, weighted scores indicate a favorable position

as finalist.

- Step III Prepare quantitative analytics on an equal basis of comparison for the financial offering including
 retail network discounts, mail order, specialty, dispensing and administration fees and rebates. Network
 and formulary comparisons and impact reporting may be included as well as ancillary fees, allowances, and
 other financial aspects of the offer. We will also provide a comprehensive view of the Performance
 Guarantees and dollars at risk being offered.
- Step IV -- Create the Report of Findings which summarizes in a concise, thorough manner each vendor, the
 advantages, and disadvantages of the key points of the offers and succinct pricing comparisons. We will
 create the RFP Summary providing all qualitative and quantitative analytics culminating the entire process
 for your reference. We will then deliver and review the Report of Findings Summary and determine
 vendors to invite to finalist phase.
- Step V Finalist Meetings. We will then coordinate and conduct finalist meetings, including applicable
 system/tool demonstrations. We will prepare vendors for the meeting, facilitate the meetings, and
 evaluate presentations and finalist performance. During this time, we will negotiate and secure best and
 final offers (BAFO).
- Step VI PBM Contract Negotiation. Once PBM award notification has occurred, we will support final
 contract negotiations. Our continuous marketplace activity puts us in an excellent position to advise on
 PBM contracts, including negotiation in the areas of pricing, rebates, administrative fees, pricing terms,
 applicable provisions and definitions, credits/allowances, performance guarantees and more. Additionally,
 we will ensure that the PBM RFP agreed upon terms, requirements, pricing, etc. will be carried through to
 final contract.

Please see our renewal timeline on page 102.

3.7. - What resources can you provide to educate our employees about becoming healthy consumers?

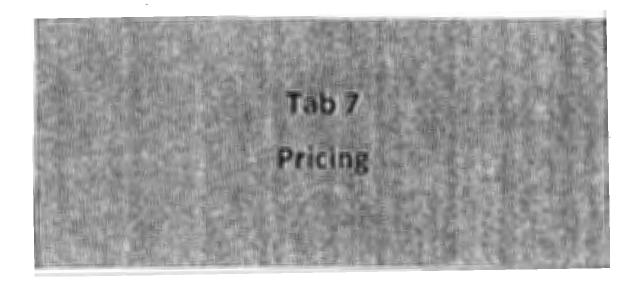
Juliana Orth, RN is our dedicated nurse who solely works to enhance Acentria Public Risk clients wellbeing and engagement activities. She will work with SCSD's Employee Wellness Center to increase activities and participation.

The customers she supports are exclusively rural public entities in the state of Florida, enhancing their wellness programs and working to improve the health of their employees and family members. She works with carriers and other vendors to maximize use of resources that are available to our clients for no additional cost. She also is able to attend wellness fairs and engage with employees on a one-on-one basis including conducting biometric screenings and engaging in healthy diet and exercise conversations. Her background as registered nurse allows her to engage in clinical discussions with both wellness committees and members to cater wellness initiatives based on individual needs. She has extensive knowledge and passion for preventing chronic conditions and promoting healthy lifestyles.

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Suv/annee County/School/Board/ RGP (1231-202) Health Insurance Brokerage and Consulting Services



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Acentria Public Risk's goal is to bring clarity and transparency to Suwannee County School Board's benefits spend, while providing best in class services and plan administration. There is no hourly charges or fees based on staff level or travel, and no limit to the number of onsite meetings with your employees and staff. We are proposing the following remuneration:

Self-Funding Health Insurance Program

\$10.00 PEPM

All other lines of insurance coverages

Standard Commission

Annual remuneration not to exceed \$150,000

Our proposed fee includes all Scope of Services as detailed in the School Board's RFP and our response including:

- Actuary Services including the annual state filing per FS.112.08
- Online HR library and on demand HR services (AcentriaHR)
- Client Portal 24/7 online risk management and compliance resource center
- ACA reporting assistance
- CMS Medicare Part D reporting
- Online enrollment system (Explain My Benefits) additional technical financial support from carriers.

It is important to note that Acentria Public Risk does not participate in any provider relationships that would prevent us from acting independently and providing objective advice and guidance. We practice full disclosure relating to all compensation. Acentria Public Risk is an independent agency, not affiliated with any particular insurance companies, third party administrators or provider networks.

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