



FLUVANNA COUNTY BOARD OF SUPERVISORS

MEETING AGENDA

Circuit Courtroom, Fluvanna Courts Building

February 3, 2016

4:00 pm – Regular Meeting

7:00 pm – Budget Work Session – Agencies and Revenues/Expenditures

TAB	AGENDA ITEMS
1	CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE
	SPECIAL RECOGNITION: Building Naming Presentation in Honor of Donald W. Weaver, Cunningham Representative, Board of Supervisors
2	ADOPTION OF AGENDA
3	COUNTY ADMINISTRATOR'S REPORT
4	BOARD OF SUPERVISORS' UPDATES
5	PUBLIC COMMENTS #1 (5 minutes each)
6	PUBLIC HEARING
	None
7	ACTION MATTERS
V	Benefits Consulting & Third Party Administrator Proposal – Gail Parrish, HR Manager
W	Appointment to the Fluvanna Partnership for Aging Committee – Steve Nichols, County Administrator
XYZ	Ratification of Declaration of Local Emergency—Cheryl Elliott, Emergency Services Coordinator
8	PRESENTATIONS (normally not to exceed 10 minutes each)
A	PVCC Annual Update—Dr. Frank Friedman, President, PVCC
B	VDOT Quarterly Update—Joel DeNunzio, Residency Administrator
C	Fiscal Year 2017 Budget Proposal and FY 2018-2021 Projected Budgets (<i>The Five-Year Financial Plan</i>) – Steve Nichols, County Administrator, and Eric Dahl, Finance Director
9	CONSENT AGENDA
D	Fluvanna Parks and Recreation and JABA MOU Addendum No. 1 – Jason Smith, Parks & Recreation Director
E	A Resolution Recognizing Donald W. Weaver and the Dedication of the Donald W. Weaver Building—Steven M. Nichols, County Administrator
10	UNFINISHED BUSINESS
	TBD
11	NEW BUSINESS
	TBD
12	PUBLIC COMMENTS #2 (5 minutes each)
13	CLOSED MEETING
	TBD

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DINNER RECESS

BUDGET WORK SESSION – 7:00 pm

A – RECONVENE; CALL TO ORDER

B – BUDGET WORK SESSION

Registrar/Electoral Board — Catherine Hobbs, Chair, Electoral Board

Health Department – Dr. Denise Bonds, Director, Thomas Jefferson Health District

Virginia Cooperative Extension – John Thompson, Extension Agent

Library – Cyndi Hoffman, Library Director

Department of Social Services – Kim Mabe, Director

Fire and Rescue Services – Cheryl Elliott, Emergency Services Coordinator

FY17 Revenues and Expenditures – Eric Dahl, Finance Director

14 – ADJOURN



Steven M. Nichols, County Administrator Review

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*For the Hearing-Impaired – Listening device available in the Board of Supervisors Room upon request. TTY access number is 711 to make arrangements.
For Persons with Disabilities – If you have special needs, please contact the County Administrator's Office at 591-1910.*

PLEDGE OF ALLEGIANCE

I pledge allegiance to the flag
of the United States of America
and to the Republic for which it stands,
one nation, under God, indivisible,
with liberty and justice for all.

ORDER

1. It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.
2. In maintaining decorum and propriety of conduct, the Chairman shall not be challenged and no debate shall be allowed until after the Chairman declares that order has been restored. In the event the Board wishes to debate the matter of the disorder or the bringing of order; the regular business may be suspended by vote of the Board to discuss the matter.
3. No member or citizen shall be allowed to use abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.
4. When a person engages in such breaches, the Chairman shall order the person's removal from the building, or may order the person to stand silent, or may, if necessary, order the person removed from the County property.

PUBLIC HEARING RULES OF PROCEDURE

1. PURPOSE
 - The purpose of a public hearing is to receive testimony from the public on certain resolutions, ordinances or amendments prior to taking action.
 - A hearing is not a dialogue or debate. Its express purpose is to receive additional facts, comments and opinion on subject items.
2. SPEAKERS
 - Speakers should approach the lectern so they may be visible and audible to the Board.
 - Each speaker should clearly state his/her name and address.
 - All comments should be directed to the Board.
 - All questions should be directed to the Chairman. Members of the Board are not expected to respond to questions, and response to questions shall be made at the Chairman's discretion.
 - Speakers are encouraged to contact staff regarding unresolved concerns or to receive additional information.
 - Speakers with questions are encouraged to call County staff prior to the public hearing.
 - Speakers should be brief and avoid repetition of previously presented comments.
3. ACTION
 - At the conclusion of the public hearing on each item, the Chairman will close the public hearing.
 - The Board will proceed with its deliberation and will act on or formally postpone action on such item prior to proceeding to other agenda items.
 - Further public comment after the public hearing has been closed generally will not be permitted.

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**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: February 3, 2016

AGENDA TITLE:	Benefits Consulting & 3 rd Party Administrator Proposal				
MOTION(s):	<p>I move to approve the Service Contract for Benefits Consulting and 3rd Party Administrative Services between Pierce Group Benefits and the County of Fluvanna to:</p> <ul style="list-style-type: none"> • Provide a comprehensive benefits package to include all services as specified in the contract at no fee to the County. • Provide Consulting and Administrative services for the County’s Health plan at an agent fee of \$7 per participant per month; invoice starting July 2016. If the County obtains a Health Plan that provides agent commissions, the agent fee is waived. • Provide the IT support program, BenSelect, at a fee of \$2 per participant per month, invoice starting July 2016. <p>And further authorize the County Administrator to execute the contract, subject to County Attorney approval as to form.</p>				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		X			
STAFF CONTACT(S):	Gail Parrish, HR; Cyndi Toler, Purchasing; Eric Dahl, Finance				
PRESENTER(S):	Gail Parrish, Human Resources Manager				
RECOMMENDATION:	Approval				
TIMING:	In order to meet notification time constraints, decision prior to March 1, 2016 must be made.				
DISCUSSION:	<p>Every year, there are about 1,000 new laws, regulations, interpretations, opinions, announcements, and major court cases impacting employee benefit plans or sponsoring employers. HR is at a greater risk just trying to keep up with the ever changing regulations for the Affordable Care Act (ACA) and Pension Protection Act of 2006 (PPA) without all the other regulations involved in benefits administration.</p> <p>Benefits administration is all about processing and verifying transactions. There is a large amount of liability that goes along with each step and if a step is missed than serious penalties can occur.</p> <p>Companies often outsource because they need specific expertise, additional resources, and certain functions that are difficult to manage. Many of these issues are handled by a Third Party Administrator.</p> <p>On October 21, 2015 the BOS approved a RFP for a Benefits Consulting and 3rd Party</p>				

	<p>Administrator. We received 6 proposals. A committee of 6 county leaders reviewed and discussed the 6 proposals. The committee selected the top 3 proposals and they made presentations to the committee. A criteria matrix of 6 specific criteria was used to evaluate each proposal and presentation. The committee unanimously selected Pierce Group Benefits that best met and exceeded the established needs and criteria for a company to provide a full service benefits consulting and 3rd Party Benefits Administrator.</p> <p>In addition to all the Services the County receives from FFGA, our current 3rd Party Administration firm, Pierce Group Benefits provides Health Care Premium negotiation and plan administration, which FFGA does not provide. Pierce Group Benefits also provides an IT Benefits System that will interact with the County's HR module in Munis. The System will eliminate staff time to manually enter all benefits and changes, as well as the monthly reconciliation of vendor invoices with the deductions made.</p> <p>Gail Parrish and Eric Dahl negotiated with Pierce Group Benefits to include No Fee for services and benefits plans that include a commission and the services included in the proposal. The County's current Health Insurance plan does not pay commissions; therefore the Agent fee of \$7.00/mth/participants was negotiated. The Agent fee will be approximately \$11,000 annually. If the County elects to change to a Health Insurance plan that pays commissions, then the fee will be waived.</p> <p>In addition to the Agent fee, Pierce Benefits Group provides an add-on IT service software that provides a customized 24/7 benefit administrations and enrollment program that will download into the County's HR Munis Benefits system. The BenSelect is a separate fee of \$2.00 per employee/month. Approximately \$3,120 annually.</p> <p>The total annual cost will be about \$14,120 and Pierce Benefits Group will not begin charging for fees until July, 2016. Pierce Benefit group also agrees not to increase the fees for a minimum of 3 years.</p>				
FISCAL IMPACT:	Approximately \$14,120 beginning in FY17				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Presentation, Contract				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX	XX	XX	XX	



RFP:2016-01
BENEFITS CONSULTING AND 3RD
PARTY ADMINISTRATIVE SERVICE
CONTRACT RECOMMENDATION

BOS ACTION MATTER PRESENTED
2/3/2016



What is a Benefits Consulting and 3rd Party Administrative Service?

- **A company that helps to build a comprehensive and affordable benefits package for County employees.**
- **Specializes in Group Benefits, such as:**
 - Health, Dental, Vision, Disability and Life Insurance
 - Section 125 plans (IRS approved pre-tax deduction plan)
 - Medical Flex Plan and Child Care Reimbursement Plan
 - Health Savings Accounts
 - Supplemental Benefits, such as:
 - Cancer, Critical Illness, Accident and Medical Bridge Policies
- **Provides Services, such as:**
 - Consulting, In-house Customer Service and Enrollment assistance, Benefits plan administration & compliance, and Technological Service



Why Use a TPA?

- **Gain expertise knowledge**
- **Achieve legal compliance for all Benefits plans**
- **Gain access to higher level self-service technology**
- **Shift work to experts in specific benefits areas**
- **Have necessary infrastructure**
- **Relieve County of some fiduciary responsibility**
- **Reduce burden on internal staff**
- **Gained efficiencies**
- **Reduction of financial risk**
- **Reduction of regulatory risk**



SELECTION COMMITTEE

- **GAIL PARRISH, Human Resources**
- **KIM MABE, Social Services**
- **JASON SMITH, Parks and Recreations**
- **WAYNE STEPHENS, Public Works**
- **CAPT. VON HILL, Sheriff Office**

- **Advisors:**
 - Cyndi Toler, Purchasing
 - Eric Dahl, Finance
 - Lindsey Britton, Payroll



Selection process

- **6 Companies submitted proposals**
- **3 of the 6 Companies made presentations**
- **Criteria for Selections:**
 - Qualifications and Experience; 25 points
 - Offeror's project & management approach; 20 points
 - Understanding & Representation of projects/plans; 10 points
 - Cost & Ability to control project/plan costs; 25 points
 - References; 15 points
 - Proximity & availability to Fluvanna County; 5 points
- **Top Firm invited to negotiate final costs.**



Committee Unanimously Voted to Recommend:

PIERCE GROUP BENEFITS

Home Office: Holly Springs, NC

Local Office: Charlottesville, VA

Family owned firm established in 1969 providing specialized “one-stop-shop” benefits consulting, brokering and administrative services for public sector groups. Approximately 80 employees.



NEGOTIATED PROPOSAL

- **In addition to services and plans required in the RFP, Pierce Group will provide a comprehensive package of:**
 - ✓ Benefit Communication/Administration
 - ✓ On-site Open Enrollment
 - ✓ New Hire Enrollment/Orientation
 - ✓ Benefit Statements, Booklets, Website and Videos
 - ✓ Wellness Communication/Newsletter
 - ✓ Health Fair
 - ✓ Compliance Updates and Compliance Attorney Assistance
 - ✓ Market Research and Claims Analyst
 - ✓ Service Center and Client Education Services
 - ✓ myWave Portal - HR resource
 - ✓ Negotiations for Premiums and Plans
 - ✓ IT BenSelect System – automates entire benefits programs and interacts/downloads into the County's Munis System



Proposal Cost

- **Pierce Group Benefits would retain all carrier commissions – no cost to the County**
- **Anthem/The Local Choice plan does not pay commissions, Fluvanna's current Health, Dental & Vision provider, therefore;**
 - Fee: \$7.00 per participant per month (~\$11,000 annually) to administer TLC.
 - If Fluvanna County changes to a provider who pays commissions, there will be no fee.
- **BenSelect Administration Platform**
 - Fee: \$2.00 per participant per month (~\$3,120 annually)
- **No fee increases for minimum of 3 years.**
- **No fee charged until July, 2016.**
- **Approximately \$14,120 annually.**



QUESTIONS ?



Service Contract

This **BENEFITS CONSULTING AND 3RD PARTY ADMINISTRATIVE SERVICE CONTRACT** (the “**Contract**”), is made this _____ day of _____, 2016 between the **COUNTY OF FLUVANNA**, a political subdivision of the Commonwealth of Virginia (“**County**”), and **THE PIERCE GROUP BENEFITS, LLC**, a North Carolina limited liability company authorized to transact business in Virginia (“**Contractor**”).

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

ARTICLE I – Definitions and Exhibits

- A. Benefits Plan (the “Plan”) means insurance benefits provided to employees either employer paid or employee paid. These may include, but are not limited to, Health Insurance, Dental Insurance, Life Insurance, Disability Insurance, Vision Insurance, Supplemental/Voluntary Benefits such as Cancer, Accident, Critical Illness, Medical, etc. Also the Benefits Plan together with flexible spending account plan (or plans) maintained by the County or portions of the plan (or plans).
- B. Flexible Spending Account (“FSA”) means a health care flexible spending account arrangement or dependent care assistance flexible spending account arrangement, as described in proposed Internal Revenue Service (“IRS”) regulations under Internal Revenue Code (“Code”) 125.
- C. Plan administration (or “Administrator”) means the County or the person named in the documents describing the Plan as responsible for the operation and administration of the Plan.
- D. **Exhibits:** The following exhibits are attached hereto and incorporated herein by reference as material provisions of this Contract:
 - 1. Exhibit 1 – RFP#2016-01 Request for Proposals Benefits Consulting and 3rd Party Administrative Services dated October 22, 2015 including all attachments thereto, specifically including, but not limited to, the County’s General Terms. Conditions and Instructions to Bidders and Contractors (the “RFP”);

2. Exhibit 2 – The Contractor’s Proposal submitted to the County dated November 18, 2015, including any and all attachments thereto, supplements, amendments and supporting documentation (the “Proposal”);
3. Exhibit 3 – Cost Option 1 Fee Schedule;
4. Exhibit 4 – Enrollment System Client Service Agreement of even date herewith; and
5. Exhibit 5 – Business Associate Agreement of even date herewith.

ARTICLE II – Scope of Services and Duties of Contractor Representative

During the Term (as defined below) the Contractor agrees to provide all of the services and materials described in the RFP (specifically including, but not limited to, the services described in Section 2, Scope of Services of the RFP) and Proposal and will perform the following comprehensive, customized services and provide advice to the County and/or to any employee(s) of the County, including, but not limited to:

- A. Analyze claims data, and plan designs from your existing carriers along with industry performance data;
- B. Negotiate with carriers to provide you with options to meet your objectives;
- C. Develop a Benefit Strategy to meet short and long-term objectives;
- D. Conduct group meetings to provide eligible employees an overview of benefits under the Plan;
- E. At an eligible employee’s request, provide an individual review of benefits available under the Plan and enroll all eligible employees who choose to participate in the Plan;
- F. Explain the procedure for filing claims for reimbursement of eligible expenses to employees electing to participate in the Plan;
- G. Provide a benefit website, benefit videos, and benefit booklets annually for each employee;
- H. Throughout the plan year, monitor how the plan is being used, identify items of concern, and provide exceptional service;
- I. Provide Compliance and Wellness Newsletters and efficiently and pragmatically inform County of all compliance issues affecting Benefit Plans; and
- J. Assist the County with Wellness Initiatives.

In providing the services and materials described in this Contract, the RFP, and the Proposal, the Contractor shall meet or exceed all the provisions and requirements of the RFP, Proposal and this Contract. All items provided and services rendered under this Contract shall be done in a good and workmanlike manner of the highest professional standards and so as to pass

without exception in the industry and shall be consistent with this Contract, the Proposal, and the RFP.

ARTICLE III - Duties of the County

During the term of the Contract:

- A. The County will provide access to all plan summaries, benefit information, and copies of the current billings from all existing vendors.
- B. The County will provide access to all eligible employees annually to Contractor Representative or their designee for the purpose of annual communication and enrollment in the benefits under the Plan. This includes group and/or individual benefit communication sessions and enrollments.
- C. The County will allow Contractor to offer voluntary individual insurance products during the open enrollment upon approval by the County in advance.
- D. The County is responsible for interpreting the provisions of the Plan and determining questions of eligibility for Plan participation. If the Contractor has a question regarding eligibility it shall be submitted to the County in writing and an authorized agent of the County's response shall be in writing directed to the Contractor to be valid and binding on the County.
- E. The County may in its sole discretion execute any necessary separate agreements with any third party administrators or insurance carriers with regard to actual claim payment services for any flexible spending account arrangements and/or self-insurance arrangements.
- F. The County is responsible for member eligibility records and notification to Benefit Providers. This includes tracking for terminations of employment and terminations for Age-Out of members/dependents that reach age 26, 65 and/or retire.

Notwithstanding the foregoing, the Contractor has a duty to properly maintain County data stored either electronically, in hard copy format or otherwise. Losses of County information caused by the Contractor's negligence, willful misconduct or failure to adhere to best practices of storage of such data shall be a breach of this Contract. Contractor understands and agrees that the County's data is invaluable and that it contains confidential information. The parties hereto acknowledge that a breach or loss of the County's data would cause irreparable harm to the County and its employees. This paragraph shall survive the termination of this Contract and shall remain in full force and effect until such time as the Contractor has delivered to the County, in a format acceptable to the County in its sole discretion, any and all data of the County provided to the Contractor under this Contract.

ARTICLE IV - Fees for Services

During the Term of this Contract:

- A. Consistent with Exhibit 3 hereto, there will be a SEVEN AND NO/100 DOLLARS (\$7.00) per employee per month (“PEPM”) Fee, based on participation numbers of initial enrollment, billed to the County at the beginning of each month commencing July 1, 2016. This fee will be waived if the health, dental and vision benefits are placed with a carrier that pays agent commissions.
- B. In addition to the fees described in (A) *supra*, the County shall pay a TWO AND NO/100 DOLLARS (\$2.00) PEPM Fee for access to the System as described in the Enrollment System Client Service Agreement, being Exhibit 4 attached hereto, see Section 3 thereof.
- C. The Contractor shall submit a monthly invoice to the County for such fees described in (A) and (B) *supra* and such fees shall be due and payable in accordance with Section 47 of the County’s General Terms, Conditions and Instructions to Bidders and Contractor’s (the “County’s General Terms”), being a part of Exhibit 1, the RFP, attached hereto. Should the County in good faith dispute any invoice of Contractor, then the County shall send the Contractor written notice thereof within forty-five (45) days of receipt of the disputed invoice and the County may withhold payment on the disputed amount of such invoice until the dispute can be resolved; and while such dispute is on-going such non-payment shall not be considered a default by the County.
- D. If applicable, administration fees, mailing fees, data extract fees, and annual plan service fees including plan document preparation will be arranged between the County and any third party administrator/insurance carrier by a separate written agreement entered into in the County’s sole discretion. The fee structure will be outlined in a written contract between the third party administrator/insurance carrier and the County.
- E. The County understands and agrees that the fees for services under this Contract may be renegotiated in the event that substantial changes to the Plan would significantly increase the obligations or costs of providing these services with respect to the Plan. Any adjustment will be disclosed to the County in writing at least sixty (60) days prior to becoming effective and will take effect at the beginning of the next Plan Year. Consistent with Article V, the County shall have the option no to renew this Contract for the next Plan Year. Notwithstanding the foregoing, the fees described in (B) cannot be increased for a three (3) year period beginning on July 1, 2016.
- F. The cost of voluntary benefit selections are the responsibility of the employee that chooses to participate in a specific voluntary benefit. The County agrees to payroll deduct these premiums (costs) from the employee’s paycheck and remit the premiums to the appropriate provider to the extent consistent with all applicable law.
- G. If the County, in its sole discretion, decides to purchase additional products or services under this Contract it shall be done so upon mutual agreement between the County and the Contractor by written amendment to this Contract.

ARTICLE V – Term of Contract

The initial term of this Contract shall be one (1) year beginning on the 1st day of July, 2016 at 12:01 a.m. and terminating on the 30th day of June, 2017 at 11:59 p.m. This Agreement may then be renewed at the County's option for additional one (1) year terms. Said renewal shall be automatic annually on July 1st of each year. Should the County desire not to automatically renew the Contract, then the County shall send the Contractor written notice of nonrenewal at least sixty (60) days' prior to termination of the current term. Term shall be defined to include the initial term and any renewals thereof until this Contract has ended by its terms or has been terminated. Notwithstanding the foregoing, the Contractor shall have a duty to provide services prior to July 1, 2016 under this Contract and services and work shall begin as of the date of the Contract consistent with its Proposal, including, but not limited to, the Section entitled Benefits Strategy, whereby planning and other services will be rendered prior to a renewal effective date. There shall be no fees, costs or amount of any kind owed by the County to the Contractor for any work or services rendered on or before July 1, 2016.

ARTICLE VI – Other Contract Terms

Where the terms of this Contract, the RFP or any exhibit hereto conflict, the following shall control in this order (with #1 being the document that controls over all others, and so on): (1) the Contract; (2) the RFP; (3) the County's General Terms; (4) the Proposal, (5) the Cost Option 1 Fee Schedule; (6) Business Associate Agreement; and (7) Enrollment System Client Service Agreement. Notwithstanding the foregoing, whenever possible the terms of this Contract, the RFP and the exhibits shall be read together.

For termination provisions, please see the County's General Terms. Including, but not limited to, Section 51 and 56 thereof.

Article VII – MISCELLANEOUS.

The headings of the sections of this Contract are inserted for convenience only and do not alter or amend the provisions hereof. A word importing the masculine or neuter gender only may extend and be applied to females and to corporations as well as males, and vice versa. A word importing the singular number only may extend and be applied to several persons or things as well as to one person or thing; and a word importing the plural number only may extend and be applied to one person or thing, as well as to several persons or things. This Contract may be executed in duplicate originals, any of which shall be equally authentic.

[Signature page to follow.]

Witness the following duly authorized signatures and seals:

The Pierce Group Benefits, LLC,
a North Carolina limited liability company
Authorized to transact business in Virginia

Fluvanna County,
a political subdivision of the
Commonwealth of Virginia

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

Fluvanna County Attorney

**COUNTY OF FLUVANNA, VIRGINIA
REQUEST FOR PROPOSALS
RFP#2016-01 BENEFITS CONSULTING AND 3RD PARTY
ADMINISTRATIVE SERVICES**

Issue Date: October 22, 2015

Due Date: November 30, 2015

Time: 2:00 P.M. local prevailing time

RFP #: 2016-01

Issuing Department: County of Fluvanna, Virginia
Human Resources Office
132 Main Street
Palmyra, VA 22963

Procurement Contact: Cyndi Toler
Purchasing Officer
Phone: 434-591-1930 ext. 1124
E-mail: ctoler@fluvannacounty.org

Technical Inquiries: Cyndi Toler
Purchasing Officer
Phone: 434-591-1930 ext. 1124
E-mail: ctoler@fluvannacounty.org

The Fluvanna County Board of Supervisors is seeking sealed proposals for non-professional services from qualified firms to provide benefits consulting and 3rd party administrative services for Fluvanna County. This Request for Proposal and resulting contract(s) shall be consistent with and governed by the Fluvanna County Procurement Policy and the Virginia Procurement Act. ***This procurement shall utilize competitive negotiation.***

Sealed proposals, one (1) original and six (6) copies, shall be turned into the office of the Human Resources office located at 132 Main Street, 2nd Floor, Palmyra, VA 22963. All proposals shall be turned in no later than 2:00 P.M. local prevailing time on Monday, November 30, 2015. If proposals are mailed or hand delivered, send directly to the issuing department shown above. Any proposals received after the due date and time or sent in via facsimile, telephone, or e-mail will not be considered. It is the Offeror's sole responsibility to ensure proposals are received by the Issuing Department by the due date and time.

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I. Purpose & Background

- a. The purpose of this Request for Proposal (“RFP”) is to seek qualified firms to assist the County of Fluvanna with strategically planning, designing, negotiating and implementing the best coverage and cost for selective employee benefit programs to include health, dental, vision, life, ancillary/volunteer and other benefits. The services sought hereunder shall include, but are not limited to, benefit consulting and administration to include assistance with benefit design, bidding and evaluation, contract negotiation, on-going evaluation and plan modification and other services required to obtain and maintain a competitive overall benefits program. THIS IS NOT A REQUEST FOR INSURANCE COVERAGE.
- b. All services shall be provided in accordance with the specifications contained herein and attached hereto. This solicitation is issued by the County of Fluvanna, a political subdivisions of the Commonwealth of Virginia, hereinafter also referred to as “Owner”.
- c. Any communications pertaining to the scope of services, the preparation or submittal of a proposal, and all other communications referred to in this RFP, must be made in **writing** to:
Cyndi Toler
Purchasing Officer
132 Main Street
Palmyra, VA 22963
ctoler@fluvannacounty.org
- d. The contents of the proposal submitted by the successful Offeror, this RFP (including general terms and conditions) and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Offeror will be required to sign a contract with the Owner upon approval of the Fluvanna County Board of Supervisors.
- e. Currently, Fluvanna County has a contract for Ancillary/Voluntary Benefits and 3rd Party Administrative Services with First Financial Group of America located in Wilmington, North Carolina and Houston, Texas.
- f. Currently, health insurance is provided by The Local Choice/Anthem Blue Cross Blue Shield. The plan includes medical, dental, vision, EAP (employee assistance program) and prescription coverage. Delta Dental is the current provider of dental insurance. BlueVision is the provider for vision insurance. Benefits are provided to full time employees, elected officers, dependents and full time retirees and spouses. The Local

Choice plan is administered by the Commonwealth of Virginia's Department of Human Resource Management (DHRM). Retirees can enroll in health, dental, and vision plans.

- g. All full time employees (30 hours or more per week) are enrolled in the Virginia Retirement System (VRS). Included in the retirement plan is an employer paid life insurance premium through Minnesota Life.
- h. For hybrid VRS employees, employer paid short term and long term disability is provided through Standard and VACORP.
- i. Ancillary/Voluntary Employee Paid Benefits and Insurance:
1. Medical and Dependent Care Flex Plans
 2. Health Savings Account (employer contribution)
 3. Short Term and Long Term Disability Insurance
 4. Critical Illness Insurance
 5. Cancer Insurance
 6. Heart/Stroke Insurance
 7. Supplemental Hospital Insurance
 8. Permanent Life Insurance
- j. The plans anniversary date for open enrollment begins on July 1 of each year. Health, dental, and vision insurance were last bid out in the spring of 2011. Hybrid short term and long term disability was bid out in the summer of 2014. The County's fiscal year begins on July 1.
- k. The table below lists the breakout of benefit plans and the number of participants for each plan as of July 2015. There were 157 eligible employees and 8 eligible retirees and/or spouses.

Fluvanna County	Active Participants	Retirees	COBRA Participants
Health/Dental/Vision	124	8	1
Medical Flexible Benefits	27	N/A	N/A
Health Savings Account	14	N/A	N/A
Hybrid Short Term & Long Term Disability	17	N/A	N/A
Short Term Disability	12	N/A	N/A
Long Term Disability	3	N/A	N/A
Long Term Care	1	N/A	N/A

Critical Illness	7	N/A	N/A
Cancer	11	N/A	N/A
Heart/Stroke	2	N/A	N/A
Accident	17	N/A	N/A
Supplemental Hospitalization	6	N/A	N/A
Permanent Life	26	N/A	N/A
Voluntary 457 Retirement Account	24	N/A	N/A

II. Scope of Services

The County is seeking to name a firm of record for the County's employee insurance benefits and is looking for continuity of 3rd party administrative services in the rapidly changing area of employee benefits. The County is particularly interested in a firm who can offer creative, innovative approaches, with a proven track record, that allows the County to maintain quality programs and contain or reduce costs.

The selected firm will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication and improvement of the County's employee insurance benefits. The selected firm shall provide services, including, but not limited to, the following:

1. Provide consultation and guidance for all Benefit Plans and assist in the design, implementation, and administration of employee programs which include, but are not limited to, the following:
 - a. COBRA administration
 - b. Section 125 Cafeteria Plan administration
 - c. Medical and Dependent Care Flexible Benefits program
 - d. Health Savings Account
 - e. Medical
 - f. Dental
 - g. Vision
 - h. Life Insurance
 - i. Disability Insurance
 - j. Long-Term Care Insurance
 - k. Other Ancillary Employee Paid Insurances and Programs

2. Review and make recommendations to the Owner regarding the existing and potential benefits plans and programs as well as modifications to the existing plan design, cost, cost shares, and quality of employee benefits plans and programs. Provide benefits information to enable the County to make effective decisions in developing an Employee Benefits

- Program that is comprehensive and meets established objectives with respect to cost and competitiveness with the goal of attracting and retaining employees. Recommend alternative Benefit Plans designs, delivery systems, funding and communication methods as dictated by environmental/regulatory changes and emerging technologies as requested.
3. Review the Owner's Employee Benefits Program on a continual basis to ensure that the plans are in compliance with government regulations. Provide timely notification of and assistance with understanding and implementing new, updated or revised benefits, laws, regulation and programs as they relate to plan documents or contracts.
 4. Provide consultation and guidance with regards to governmental mandates including but not limited to:
 - a. FMLA (Family Medical Leave Act)
 - b. COBRA (Consolidated Omnibus Budget Act)
 - c. HIPAA (Health Insurance Portability Accountability Act)
 - d. ADA (American Disability Act)
 - e. USERRA (Uniformed Services Employment Reemployment Rights Act)
 - f. ACA (Affordable Care Act)
 5. Provide accurate and timely information on health benefits issues, trends, possible new benefits, and proposed or new legislation. Provide timely notification of and assistance with understanding and implementing new, updated or revised benefits, laws, regulations and programs including alerting the County regarding any employee communication deadlines or communication issues, and provide sample documents that may be used to notify employees and/or retirees of any of these changes. Provide the Owner with form notices and communications to the employees of any changes to the benefits plan on an "as needed" basis (newsletters, press releases, presentations, etc.)
 6. Track and report progress of Benefit Plans on a quarterly basis, coordinating with benefit providers to obtain relevant performance data. Provide analysis of Benefit Plan performance.
 7. Advise and assist the County with required Benefit Plan communications to employees annually, during benefits enrollment and as regulatory changes occur.
 8. Advise and assist the County as necessary or requested in developing, implementing and conducting the annual benefit sign up (open enrollment).
 9. Assist with resolution of specific claims when requested by the County.

10. Provide forecasted estimates of future renewal rates and assist County staff in preparation of budget and expenditure projections for benefits. As requested provide a comparative benefit analysis in relation to surrounding localities.
11. Assist the County in the implementation of the benefits programs, including attendance at Board of Supervisors meetings, employee communication, benefit program presentations, and open enrollment meetings.
12. **Conduct benefits renewal negotiations with providers on behalf of the Owner.**
13. Provide any additional reoccurring services that your firm provides as a standard to the base contract. Additional reoccurring services should be detailed in full, clearly, precisely and adequately in the Offeror's proposal. The Owner will not be held responsible for misinterpreting proposals.
14. Work in coordination with the County to acquire needed insurance policies, contracts, clarifications, execution of documents, other required documents, and services, as needed during the County's procurement process and/or at any time during the contract period. Assist the Owner in the development of all solicitations (RFP, IFB, ITB, RFQ, etc.) for the solicitation of future employee benefits plans and programs in full compliance with the Virginia Public Procurement Act (VPPA). This shall include but not limited to: creating the solicitation; assisting the Owner in the management of the solicitation process; preparation of a comprehensive report of the recommendations; presenting to the Owner regarding the selection recommendations; providing the Owner with all documentation related to the solicitation process; and reviewing any contract if so requested by the County.
15. Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the County.
16. The County may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon by both parties. A written contract amendment and/or Purchase Change Order will be issued to modify the contract. A written amendment for the services shall include Scope of Work, timelines, project team identification and the fee for the services. Please provide examples of "value added" services that could be purchased by amendment (Ex. Actuary services, etc.).

III. Proposal Format

- a. The County will follow the evaluation process and selection criteria described in this Request for Proposals. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate.
- b. The County is not responsible for failure to locate, consider and evaluate qualification factors presented outside his format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal:
- c. **Cover Letter** - Provide a cover letter cover letter that confirms the Offeror's understanding; of this Request for Proposal and a general understanding of the project.
- d. **Overview** - The purpose of this section is to provide Fluvanna County with an overview of the history, qualifications and abilities of the Offeror's firm and for the Offeror to demonstrate the specific qualifications of the staff the Offeror will assign to this project if selected. At a minimum, the proposal should:
 1. Designate a Project Manager and indicate office location.
 2. Include the organization chart, functional discipline, and responsibilities of project team members.
 3. Statement of qualifications and any additional information that the Offeror considers pertinent to its qualifications for the projects and which respond fully to the Scope of Work described herein. "Additional Information" is defined as:
 - a. Licenses to conduct services required by the Code of Virginia
 - b. Specify any additional individuals who will be assigned to the contract, the level of their experience including credentials, related experience, training, and education of the personnel.
 - c. Sample documents and/or reports, which shall include, but not limited to work plan, strategic planning report, claims experience audit report, etc.
- e. **Resumes** - Provide a concise resume or description of each team member's education, relevant professional experience, length of time employed by the Offeror and/or sub-consultant, and professional license.
- f. **Demonstrated History of Successful Projects** - Discuss the Offeror's ability to work in harmonious, non-adversarial relationships with Fluvanna County and their agents. The personnel named in the proposal shall remain assigned to the project throughout the period of the contract unless requested to be replaced by the County. If the County requests an individual to be replaced (including any personnel of any sub-contractor), the Offeror shall do so within 30 days of the request, and without any additional charge to Fluvanna County. No replacement may be made without submission of a resume of the proposed replacement for approval by The County.

- g. **Proposed Sub-Consultants** - The Offeror shall clearly state whether it is proposing to subcontract any of the work herein. The names of all proposed sub-consultants shall be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-consultant's performance. The Offeror shall state the amount of previous work experience with the sub-consultant(s).
- h. **Project Approach** - Offeror's Project and Management Approach: The purpose of this section is to provide Fluvanna County with the Offerors understanding and proposed approach to the project. The Offeror should discuss in detail the proposed management and project approach. The staffing of the Offeror firm and firm's approach to ensure quality control and completion of all projects within the time frame set forth.
- i. **Representative Projects** – This section of the Offeror's Proposal should list and describe representative clients currently served focusing on water and sewer system design projects. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person.
- j. **Cost and Effective Cost Control**
1. The cost proposal will consist of these elements:
 - a. An annual flat fee proposal. This section must include a proposed fixed annual fee along with a detailed description of the number of hours your firm believes necessary to complete the recurring tasks identified herein.
 - b. The hourly rates of key individuals to compete the task order services described.
 - c. A separate sheet with a breakdown of the services provided within the annual fee and additional fees that would be associated with other services, and include as Appendix H to our Proposal.
 2. An estimated work plan including the number of hours anticipated and pricing for a complete review, analysis and solicitation of the Owner's benefits.
 3. Effective Cost Control – Demonstrated history of effective control of project costs and ability to accomplish work in a timely manner:
 - a. Describe the Offeror's cost control methodology
 - b. Describe the approach for reducing project costs
 - c. Describe the documentation, tracking and reporting system
 - d. Describe the program for quality control.
- k. **References** – Provide the current name, address, and telephone number of at least five (5) references the Offeror has served either currently or in the past three (3) years; preferably those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.

1. **Questions** – Additionally, please include the answers to the following questions (Address each by number):
 1. Describe your contractual relationships, if any, with organizations or entities necessary to your proposal's implementation.
 2. How many public sector clients does your firm currently provide brokerage services to?
 3. How does your firm provide continuing education to ensure that each firm is educated on current market trends and legislative developments? How is this information communicated to your clients.
 4. Describe how your organization assists clients in developing a strategic benefit plan.
 5. Please provide a list of the vendors you have relationships with in regard to health, disability, life, supplemental health, and dental insurance plans.
 6. Describe how your organization strives to streamline benefit administration for your clients. Include any services you provide for automation of the benefit process (i.e. electronic capabilities, outsourcing options). Attach any associated costs for these services on a separate fee schedule.
 7. Describe how your organization has assisted other vendors in the evaluation and /or formulation of any Healthcare Reimbursement Accounts or Healthcare Spending Accounts). Attach any associated costs for these services on a separate fee schedule.
 8. How will you facilitate or participate in the implementation, communication, and enrollment process to assure a seamless product transition?
- m. **Each copy of the proposal should be bound or contained in a single volume where practical. All documents that pertain to the proposal should be contained in a single volume.**

IV. **Submittal Instructions**

- a. Each Offeror shall submit one (1) original and four (6) copies of its proposal.
- b. An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the County, requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents, which cross-references the RFP requirements.

Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. Each proposal shall be in writing and received in hard copy by the deadline. Oral proposals, proposals received by telephone, fax, telegraph, or email shall be rejected.
- e. All portions of the proposal should be submitted at the same time as one (1) comprehensive document.
- f. Addenda: An Offeror who requests clarification or interpretation of or improvements to this solicitation shall make a written request which must be received by the Fluvanna County Human Resources Manager at least seven (7) business calendar days prior to the date set for the receipt of proposals. If the Owner determines a clarification or any further information is necessary, it shall issue an addendum to this solicitation on the Fluvanna County website. An addendum extending the date for the receipt of proposals or withdrawing this solicitation may be issued at any time prior to the date set for the receipt of proposals. IT IS THE SOLE RESPONSIBILITY OF EACH PROSPECTIVE OFFEROR TO FIND, OBTAIN, AND RECOGNIZE ANY ADDENDUMS TO THIS SOLICIATION.
- g. Each Offeror assumes full responsibility for delivery and deposit of the completed proposal on or before the deadline for submission. The Owner is not responsible for any loss or delay with respect to the delivery of proposals. ANY PROPOSAL RECEIVED AFTER THE DEADLINE FOR SUBMISSION WILL NOT BE ACCEPTED AND WILL BE REJECTED AS UNTIMELY. Proposals are to be submitted in a sealed envelope bearing the following information:

RFP#2016-01 Benefits Consulting & 3rd Party Administrative Services
Due November 30, 2015
Attn: Gail Parrish
132 Main Street
P.O. Box 540
Palmyra, VA 22963

V. Evaluation & Selection Criteria

- a. The Owner will conduct an evaluation of all proposals submitted based upon specific criteria listed below. The evaluation team will review the submissions and award the Offeror a contract based on the competitive negotiation process for non-professional services under VPPA Section 2.2-4302.2(A)(3).

- b. All proposal received shall be evaluated based upon the evaluation criteria listed below:
 - i. Project team qualifications and experience **(25 pts.)**
 - ii. Offeror’s project and management approach **(20 pts.)**
 - iii. Understanding of Project and Representative projects **(10 pts.)**
 - iv. Cost and Ability to control project costs **(25 pts.)**
 - v. References **(15 pts.)**
 - vi. Proximity and availability to Fluvanna County **(5 pts.)**

- c. The County may arrange for discussions with Offerors submitting proposals for the purpose of obtaining additional information or clarification if needed

- d. The County shall negotiate with two or more Offerors deemed to be fully qualified and best suited among those responsive to the RFP. Price will be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror selected, the County shall select the offeror which, in its opinion has made the best proposal and provide the best value, and shall award the Contract to that Offeror. Should the County determine in writing that only one Offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a Contract may be awarded to that Offeror.

- e. Fluvanna County reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of Fluvanna County, Fluvanna County reserves the right to reject the proposal.

- f. Award may be made to more than one offeror.

VI. Timeline

- a. Solicitation Issued.....10/22/2015
- b. Deadline for Questions.....11/23/2015
- c. Proposals Due.....11/30/2015
- d. Contract Awarded (approximately).....2/19/2016

VII. Contract Award

- a. Awards shall be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County may award contracts to multiple Offerors and use their services for some or all of the projects identified herein. The services described herein related to annual service contracts and additional task-order work on an as-needed basis. The County may choose not to award a contract or task order for any or all projects described herein.

- b. Any resulting contract shall be for an initial one (1) year term commencing on January 1, 2016 and terminating on December 31, 2016. The County shall have the option to renew the contract up to four (4) additional one (1) year terms contingent upon need and availability of funds.

Appendix I

COUNTY OF FLUVANNA

GENERAL TERMS, CONDITIONS AND **INSTRUCTIONS TO BIDDERS AND** **CONTRACTORS**

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS AND CONTRACTORS

These General Terms, Conditions and Instructions to Bidders and Contractor (hereinafter referred to as the “General Conditions”) shall apply to all purchases and be incorporated into and be a part of each Solicitation (as defined below) and every Contract (as defined below) awarded by Fluvanna County, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “County”) unless otherwise specified by the County in writing. Bidders, Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these General Conditions before submitting Bids or Proposals to and/or entering into any Contract with the County: failure to do so will be at the Bidder’s/Contractor’s own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, including the County’s Procurement Policies and Procedures, Bids or Proposals on all Solicitations issued by County will bind Bidders or Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules and requirements herein set forth unless otherwise SPECIFICALLY set forth by the County in writing in the Solicitation or Contract. All provisions of these General Conditions are material to any contract between the County and a Contractor.

INTRODUCTION

1. **VIRGINIA PUBLIC PROCUREMENT ACT AND ETHICS IN PUBLIC CONTRACTING:** The Virginia Public Procurement Act of Virginia Code §§ 2.2-4300 *et seq.* (hereinafter the “VPPA”) is incorporated herein by reference. Nothing in these General Conditions is intended to conflict with the VPPA and in case of any conflict, the VPPA controls. Specifically, the provisions of Article 6 of the VPPA (Virginia Code §§ 2.2-4367 through 2.2-4377) relating to ethics in contracting, shall be applicable to all Solicitations and Contracts solicited or entered into by the County. By submitting their Bids or signing any Contract, all Bidders and Contractors certify that they have not violated any of the provisions of Article 6 of the VPPA, including, but not limited to, that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements.
2. **DEFINITIONS:** The definitions of Virginia Code §§ 2.2-4301, 2.2-4302.1 and 2.2-4302.2 are specifically incorporated herein by reference and as used in these General Conditions, whether capitalized or not, any of such defined terms have the same meaning as such terms have under the VPPA: such defined terms include: “Affiliate”, “Best Value”, “Business”, “Competitive Negotiation”, “Competitive Sealed Bidding”, “Construction”, “Construction Management Contract”, “Design-Build Contract”, “Employment Services Organization”, “Goods”, “Informality”, “Job Order Contracting”, “Multiphase Professional Services Contract”, “Nonprofessional Services”, “Potential Bidder or Offeror”, “Professional Services”, “Public Body”, “Public Contract”, “Responsible Bidder or Offeror”, “Responsive Bidder”, “Reverse Auctioning” and “Services”. Additionally, as used in these General Conditions, the following terms, whether capitalized or not, have the following meanings:
 - a. **Bid/Proposal:** The offer of a Bidder or Offeror to provide specific Goods or Services at specified prices and/or other conditions specified in the Solicitation. The term “Bid” is used throughout these General Conditions and where appropriate includes the term “Proposal” or any modifications or amendments to any Bid or Proposal.
 - b. **Bidder/Offeror/Vendor:** Any individual(s), company, firm, corporation, partnership or other organization bidding or offering on any Solicitation issued by the County and/or offering to enter into Contracts with the County. The term “Bidder” is used throughout

- these General Conditions and where appropriate includes the term “Offeror” and/or “Vendor”.
- c. Contract: Any contract to which the County will be a party.
 - d. Contractor: Any individual(s), company, firm, corporation, partnership, or other organization to whom an award is made by the County or whom enters into any contract to which the County is a party.
 - e. County: The County of Fluvanna, a political subdivision of the Commonwealth of Virginia, including where applicable all agencies and departments of the County.
 - f. County Administrator: The Fluvanna County Administrator.
 - g. County Attorney: The Fluvanna County Attorney.
 - h. Purchasing Agent: The County Administrator is the County’s Purchasing Agent and is responsible for the purchasing activity of Fluvanna County; and has signatory authority to bind the County to all contracts and purchases made lawfully under the Fluvanna County Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all other contracts and purchases only after the contracts or purchases have been approved by a vote of the Fluvanna County Board of Supervisors.
 - i. General Terms, Conditions and Instructions to Bidders and Contractors (also referred to herein as the “General Conditions”): These General Terms, Conditions and Instructions to Bidders and Contractors shall be attached to and made a part of all Solicitations by the County and all Contracts to which the County is party.
 - j. His: Any references to “his” shall include his, her, their, or its as appropriate.
 - k. Invitation to Bid (also referred to herein as an “IFB”): A request which is made to prospective Bidders for their quotation on Goods or Services desired by the County. The issuance of an IFB will contain or incorporate by reference the General Conditions and the other specifications and contractual terms and conditions applicable to the procurement.
 - l. Purchasing Officer: The Purchasing Officer employed by the County and to whom Bidders/Contractors can submit questions relating to any Bid or Contract.
 - m. Request for Proposal (also referred to herein as a “RFP”): A request for an offer from prospective Offerors which shall indicate the general terms which are sought to be procured from Offerors. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference the General Conditions and other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the Contractor.
 - n. Small Purchasing Procedures: The County’s Small Purchasing Procedures, being Chapter 4 of the County’s Procurement Policies and Procedures, a method of purchasing not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$50,000; and also allowing for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$50,000.
 - o. Solicitation: The process of notifying prospective Bidders or Offerors that the County wishes to receive Bids or Proposals on a set of requirements to provide Goods or Services. “Solicitation” includes any notification of the County requirements may consist of public advertising (newspaper, County’s website, or other electronic notification), the mailing of notices of Solicitation, any Invitation for Quotes (“IFQ”), Initiations to Bid (“IFB”), or Requests for Proposal (“RFP”), the public posting of notices, issuance of an Open Market Procurement (“OMP”), or telephone calls to prospective Bidders or Offerors.
 - p. State: The Commonwealth of Virginia.

3. **AUTHORITY:** The Purchasing Agent shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of goods, services, insurance and construction in accordance with the County's Procurement Policies and Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every Solicitation, Contract and purchase order issued by the County under the County's Small Purchasing Procedures. The Purchasing Agent has signatory authority to bind the County to all contracts and purchases made lawfully under the County's Small Purchasing Procedures. The Purchasing Agent has responsibility and authority for negotiating, placing and when necessary modifying every other Solicitation, Contract and purchase order issued by the County except that the Purchasing Agent has signatory authority to bind the County to all other contracts and purchases ONLY after the contracts or purchases have been adopted and approved by a vote of the Fluvanna County Board of Supervisors (the "Board").

Unless specifically delegated by the Board or the Purchasing Agent, and consistent with the limited authority granted thereto, no other County officer or employee is authorized to order supplies or Services, enter into purchase negotiations or Contracts, or in any way obligate the County for any indebtedness. Any purchase or contract made which is contrary to such authority shall be of no effect and void and the County shall not be bound thereby.

For convenience, the County's Purchasing Officer shall serve as an intermediary between the Purchasing Agent and the Bidder or Contractor and any Bidder or Contractor may direct communications regarding any purchase, Solicitation or Contract to the Purchasing Officer; however as stated *supra* only the Board or County's Purchasing Agent can bind the County and only upon the conditions stated *supra*.

CONDITIONS OF BIDDING

4. **COMPETITION INTENDED:** It is the County's intent to encourage and permit open and competitive bidding in all Solicitations. It shall be the Bidder's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in a Solicitation to a single source. The County must receive such notification not later than seven (7) business days prior to the deadline set for acceptance of the Bids. In submitting a Bid, the Bidder guarantees that he or she has not been a party with other Bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render the Bid of any Bidder involved void.
5. **DISCRIMINATION PROHIBITED:** Pursuant to Virginia Code § 2.2-4310, the County does not discriminate against Bidders, Offerors or Contractors because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the County shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity. Pursuant to Virginia Code § 2.2-4343.1, the County does not discriminate against "faith-based organizations", being a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Reconciliation Act of 1996, P.L. 104-193.
6. **CLARIFICATION OF TERMS:** Pursuant to Virginia Code § 2.2-4316, if any Bidder has questions or comments about the specifications or other Solicitation documents, the prospective Bidder should contact the County no later than seven (7) business days prior to the date set for the opening of Bids or receipt of Proposals. Any revisions to the Solicitation will be made only by written addendum issued by the County. Notifications regarding specifications may not be

considered if received in less than seven (7) business days of the date set for opening of Bids/receipt of Proposals.

- 7. MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS:** Unless otherwise specified in the Solicitation, all Bids must be submitted on the forms provided by the County, including but not limited to, a Cover Sheet or Pricing Schedule, if applicable, properly signed in ink in the proper spaces and submitted in a sealed envelope or package. Unauthorized modification of or additions to any portion of the Solicitation may be cause for rejection of the Bid. However, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. These General Conditions are mandatory provisions of all Solicitations and all Contracts of the County.
- 8. LATE BIDS & MODIFICATION OF BIDS:** Any Bid or modification thereto received at the office designated in the Solicitation after the exact time specified for receipt of the Bid is considered a late Bid or modification thereof. The County is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their Bid reaches County by the designated date and hour. The following rules apply to all Bids submitted to the County:
- a. The official time used in the receipt of Bids/Proposals is that time on the automatic time stamp machine in the Finance Department;
 - b. Late Bids or modifications thereof will be returned to the Bidder UNOPENED, if Solicitation number, due date and Bidder's return address is shown on the container;
 - c. If a Bid is submitted on time, however a modification thereto is submitted after the due date and time, then the County in its sole discretion may choose to consider the original Bid except that the County may not consider such original Bid if the Bid is withdrawn by the Bidder pursuant to Section 9 below; and
 - d. If an emergency or unanticipated event or closing interrupts or suspends the County's normal business operations so that Bids cannot be received by the exact time specified in the Solicitation, then the due date/time specified for receipt of Bids will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal County business operations resume.

9. WITHDRAWAL OF BIDS:

- a. Pursuant to Virginia Code § 2.2-4330, a Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his Bid from consideration if the price bid was substantially lower than the other Bids due solely to a mistake in the Bid, provided the Bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn.

If a Bid contains both clerical and judgment mistakes, a Bidder may withdraw his Bid from consideration if the price bid would have been substantially lower than the other Bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid that shall be clearly shown by objective evidence drawn from

inspection of original work papers, documents and materials used in the preparation of the Bid sought to be withdrawn. The Bidder shall give notice in writing to the County of his or her claim of right to withdraw his or her Bid within two (2) business days after the conclusion of the Bid opening procedure and shall submit original work papers with such notice.

- b. A Bidder for a Contract other than for public construction may request withdrawal of his or her Bid under the following circumstances:
 - i. Bids may be withdrawn on written request from the Bidder received at the address shown in the Solicitation prior to the time of opening.
 - ii. Requests for withdrawal of Bids after opening of such Bids but prior to award shall be transmitted to the County, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, Bidder work sheets, etc. If Bid bonds were tendered with the Bid, the County may exercise its right of collection.
- c. No Bid may be withdrawn under this Section 9 when the result would be the awarding of the Contract on another Bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent (5%).
- d. If a Bid is withdrawn under the authority of this Section 9 the lowest remaining Bid shall be deemed to be the low Bid.
- e. No Bidder who, is permitted to withdraw a Bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.
- f. The County shall notify the Bidder in writing within five (5) business days of its decision regarding the Bidder's request to withdraw its Bid. If the County denies the withdrawal of a Bid under the provisions of this Section 9, it shall State in such notice the reasons for its decision and award the Contract to such Bidder at the Bid price, provided such Bidder is a responsible and responsive Bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the Bidder.
- g. Under these procedures, a mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of Virginia Code § 2.2-4342.

10. ERRORS IN BIDS: When an error is made in extending total prices, the unit Bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or otherwise in preparation of the Bid, will not relieve the Bidder. Bidders/Offerors are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the Bidder will be required to perform if his or her Bid is accepted.

11. IDENTIFICATION ON BID ENVELOPE: All Bids, Proposals and requested copies thereof submitted to the County shall be in a separate envelope or package, sealed and identified with the following information clearly marked on the outside of the envelope or package:

- a. Addressed as indicated on page 1 of the solicitation;
- b. Solicitation number;
- c. Title;
- d. Bid due date and time;
- e. Bidder's name and complete mailing address (return address); and
- f. Pursuant to Virginia Code § 2.2-4311.2, the Bidder's identification number issued by the State Corporation Commission, or if the bidder is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bids or proposal a statement describing why the bidder or offeror is not required to be so authorized.

If a Bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid to be disqualified. Bids may be hand delivered to the designated location in the County's offices. No other correspondence or other Proposals/Bids should be placed in the envelope. Any Bidder or Offeror that fails to provide the information required in (f) above shall not receive an award unless a waiver is specifically granted by the County Administrator.

12. ACCEPTANCE OF BIDS: Unless otherwise specified, all formal Bids or Proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for opening or receipt, respectively, unless extend by mutual agreement of the parties. At the end of the one hundred twenty (120) calendar days the Bid/Proposal may be withdrawn at the written request of the Bidder. Thereafter, unless and until the Proposal is withdrawn, it remains in effect until an award is made or the Solicitation is canceled by the County. The County may cancel any Solicitation at any time by notice of such cancellation to the Bidders.

13. COMPLETENESS: To be responsive, a Bid must include all information required by the Solicitation.

14. CONDITIONAL BIDS: Conditional Bids are subject to rejection in whole or in part.

15. RESPONSE TO SOLICITATIONS: In the event a Bidder cannot submit a Bid on a Solicitation, the Bidder is requested to return the Solicitation cover sheet with an explanation as to why the Bidder is unable to Bid on these requirements, or if there be no cover sheet for the Solicitation a letter to the County explaining the same.

16. BIDDER INTERESTED IN MORE THAN ONE BID AND COLLUSION: More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined. However, a party who has quoted prices on work, materials, or supplies to a Bidder is not thereby disqualified from quoting prices to other Bidders or firms submitting a Bid directly for the work, materials or supplies.

- 17. BID OPENING:** Pursuant to Virginia Code § 2.2-4301, all Bids received in response to an IFB will be opened at the date, time and place specified, and announced publicly, and made available for inspection as provided in Section 21 of these General Conditions. Proposals received in response to an RFP will be made available for inspection as provided in Section 21 of these General Conditions.
- 18. TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder.
- 19. DEBARMENT STATUS:** By submitting their Bids, Bidders certify that they are not currently debarred from submitting Bids on Contracts by the County, nor are they an agent of any person or entity that is currently debarred from submitting Bids or Proposals on Contracts by the County or any agency, public entity/locality or authority of the State.
- 20. NO CONTACT POLICY:** No Bidder shall initiate or otherwise have contact related to the Solicitation with any County representative or employee, other than the Purchasing Officer or Purchasing Agent, after the date and time established for receipt of Bids. Any contact initiated by a Bidder with any County representative, other than the Purchasing Officer or Purchasing Agent, concerning this Solicitation is prohibited and may cause the disqualification of the Bidder.
- 21. VIRGINIA FREEDOM OF INFORMATION ACT:** As provided under Virginia Code § 2.2-4342, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act of Virginia Code §§ 2.2-3700 *et seq.*, except:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection;
 - b. Any competitive sealed bidding Bidder, upon request, shall be afforded the opportunity to inspect Bid records within a reasonable time after the opening of Bids but prior to award, except in the event that the County decides not to accept any of the Bids and to reopen the Contract. Otherwise, Bid records shall be open to public inspection only after award of the Contract;
 - c. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of Proposals are completed but prior to award except in the event that the County decides not to accept any of the Proposals and to reopen the Contract. Otherwise, Proposal records shall be open to the public inspection only after award of the Contract;
 - d. Any inspection of procurement transaction records under this Section 21 shall be subject to reasonable restrictions to ensure the security and integrity of the records;
 - e. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of this Section 21 prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and State the reasons why protection is necessary; and
 - f. Nothing contained in this Section 21 shall be construed to require the County, when procuring by “competitive negotiation” (RFP), to furnish a Statement of reasons why a particular Proposal was not deemed to be the most advantageous to the County.

- 22. CONFLICT OF INTEREST:** Bidder/Contractor certifies by signing any Bid/Contract to/with the County that no conflict of interest exists between Bidder/Contractor and County that interferes with fair competition and no conflict of interest exists between Bidder/Contractor and any other person or organization that constitutes a conflict of interest with respect to the Bid/Contract with the County.

SPECIFICATIONS

- 23. OMISSIONS OR DISCREPANCIES:** Any items or parts of any equipment listed in a Solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a Bidder find a discrepancy or ambiguity in, or an omission from, the Solicitation, including the drawings and/or specifications, he or she shall so notify the County within twenty-four (24) hours of noting the discrepancy, ambiguity or omission and in any event no less than five (5) days prior to the date set for the opening of Bids. If necessary, the County will send a written addendum for clarification to all Bidders no later than three (3) days before the date set for opening of Bids. Any notification regarding specifications received less than five (5) days prior to the date set for the opening of Bids may or may not be considered by the County in its sole discretion. The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- 24. BRAND NAME OR EQUAL ITEMS:** Pursuant to Virginia Code § 2.2-4315, unless otherwise provided in the Solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the Solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the Bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a Bid non-responsive. Unless the Bidder clearly indicates in its Bid that the product offered is "equal" product, such Bid will be considered to offer the brand name product referenced in the Solicitation.
- 25. FORMAL SPECIFICATIONS:** When a Solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the Bidder will be required to furnish articles in conformity with that specification.
- 26. CONDITION OF ITEMS:** Unless otherwise specified in the Solicitation, all items shall be new, in first class condition.

AWARD

- 27. RESPONSIBLE BIDDERS:** In determining whether a Bidder is a responsible Bidder as defined herein, at minimum, the following criteria will be considered:
- a. The ability, capacity and skill of the Bidder to perform the Contract or provide the service required under the Solicitation;
 - b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
 - d. The quality of performance of previous Contracts or Services;
 - e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or Services;
 - f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
 - g. The quality, availability and adaptability of the Goods or Services to the particular use required;
 - h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
 - i. The number and scope of the conditions attached to the Bid;
 - j. Whether the Bidder is in arrears to the County on debt or Contract or is a defaulter on surety to the County or whether the Bidder's County taxes or assessments are delinquent; and
 - k. Such other information as may be secured by the County, the Purchasing Agent or the Purchasing Officer having a bearing on the decision to award the Contract. If an apparent low Bidder is not awarded a Contract for reasons of nonresponsibility, the County shall so notify that Bidder and shall have recorded the reasons in the Solicitation or Contract file.
- 28. AWARD OR REJECTION OF BIDS; WAIVER OF INFORMALITIES:** The County shall award the Contract to the lowest responsive and responsible Bidder complying with all provisions of the IFB, provided the Bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose Proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The County reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the County. The County also reserves the right to reject the Bid if a Bidder is deemed to be a non-responsible Bidder. Pursuant to Virginia Code § 2.2-4319, an IFB, a RFP, any other solicitation, or any and all bids or proposals, may be canceled or rejected by the County at any time. The reasons for cancellation or rejection shall be made part of the contract file. The County shall not cancel or reject an IFB, a RFP, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.
- 29. EXCLUSION OF INSURANCE BIDS PROHIBITED:** Pursuant to Virginia Code § 2.2-4320, notwithstanding any other provision of law or these General Conditions, no insurer licensed to transact the business of insurance in the State or approved to issue surplus lines insurance in the State shall be excluded from presenting an insurance bid proposal to the County in response to a RFP or an IFB; excepting that the County may debar a prospective insurer pursuant to its Debarment Policy, see Chapter 2 of the County's Procurement Policies and Procedures.
- 30. ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a Contract as a result of this Solicitation, the County will publicly post such notice on the County's

bulletin board located at 72 Main Street, 2nd Floor, Palmyra, Virginia 22963. Award results may also be viewed on the County's website.

31. QUALIFICATIONS OF BIDDERS OR OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The County further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work/furnish the item(s) contemplated therein.

32. TIE BIDS AND PREFERENCE FOR VIRGINIA PRODUCTS WITH RECYCLED CONTENT AND FOR VIRGINIA FIRMS:

- a. Pursuant to Virginia Code § 2.2-4328, in the case of a tie bid on an IFB only, the County may give preference to Goods, Services and construction produced in Fluvanna County or provided by persons, firms or corporations having principal places of business in Fluvanna County. If such choice is not available, preference shall then be given to Goods produced in Virginia, or for goods, services or construction provided by Virginia persons, firms, corporations, pursuant Virginia Code § 2.2-4324. If no County or State choice is available, the tie shall be decided publicly by lot. The decision by the County to make award to one or more such Bidders shall be final.
- b. Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this Section 32, the County may rely upon the accuracy of the information posted on this website.
- c. Notwithstanding the provisions of subsections a and b, in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- d. For the purposes of this Section 32, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

33. NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER: Pursuant to Virginia Code § 2.2-4318, unless cancelled or rejected, a responsive Bid from the lowest responsible Bidder shall be accepted as submitted, except that if the Bid from the lowest responsible Bidder exceeds available funds, the County may negotiate with the apparent low Bidder to obtain a Contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the IFB and summarized therein.

CONTRACT PROVISIONS

- 34. APPLICABLE LAW AND COURTS:** Any Bid or Contract resulting from a Solicitation and its terms, including, but not limited to, the parties' obligations under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia, and exclusive jurisdiction and venue of any dispute or matters involving litigation between the parties hereto shall be in the courts of Fluvanna County, Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, that would cause the application of any laws other than those of the Commonwealth of Virginia, shall not apply. The Contractor shall comply with applicable federal, State and local laws, ordinances, rules and regulations in performance of the Contract.
- 35. PROVISION AND OWNERSHIP OF INFORMATION:** The County shall make a good faith effort to identify and make available to the Contractor all non-confidential technical and administrative data in the County's possession which the County may lawfully release including, but not limited to Contract specifications, drawings, correspondence, and other information specified and required by the Contractor and relating to its work under any Contract. The County reserves its rights of ownership to all material given to the Contractor by the County and to all background information documents, and computer software and documentation developed by the Contractor in performing any Contract.
- 36. DOCUMENTS:** All documents, including but not limited to data compilations, drawings, reports and other material, whether in hard copy or electronic format, prepared, developed or furnished by the Contractor pursuant to any Contract shall be the sole property of the County. At the direction of the County, the Contractor shall have the right to make copies of the documents produced available to other parties. The County shall be entitled to delivery of possession of all documents, upon payment in accordance with the terms of any Contract for the service incurred to produce such documents.
- 37. CONFIDENTIALITY:** Contractor shall not publish, copyright or otherwise disclose or permit to be disclosed or published, the results of any work performed pursuant to this contract, or any particulars thereof, including forms or other materials developed for the County in connection with the performance by Contractor of its services hereunder, without prior written approval of the County. Contractor, cognizant of the sensitive nature of much of the data supplied by the County, shall not disclose any information (other than information which is readily available from sources available to the general public) obtained by it in the course of providing services hereunder without the prior written approval of the County, unless disclosure of such information by it is required by law, rule or regulation or the valid order of a court or administrative agency.
- 38. INDEPENDENT CONTRACTOR:** The Contractor and any agents, or employees of the Contractor, in the performance of any Contract shall act as an independent contractor and not as officers, employees or agents of the County.
- 39. INSURANCE:** The Contractor agrees that, during the period of time it renders services to the County pursuant to any Contract, it shall carry (and provide the County with evidence of coverage) the following minimum amounts of insurance:

Automobile	\$500,000	Liability
		Medical Payment
		Comprehensive

Public Liability	\$1,000,000	Collision
Professional Liability	\$1,000,000	
Excess Liability	\$2,000,000	Aggregate Over Above Policy Limits (Excluding Professional Liability)

Worker's Compensation Amount required by Virginia law

The Contract may specifically require the Contractor to carry higher minimum amounts of insurance.

In addition, the Contractor shall require, and shall include in every subcontract, that any subcontractor providing any goods or services related to such Contract obtain, and continue to maintain for the duration of the work, workers' compensation coverage in the amount required by Virginia law.

- 40. KEY PERSONNEL:** For the duration of any Contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment, or as expressly approved by the County. The Contractor shall notify the County within five (5) calendar days after the occurrence of any of these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating any proposed substitution, complete resumes for the proposed substitute, and any additional information requested by the County. The proposed substitute should have comparable qualifications to those of the person being replaced. The County will notify the Contractor within fifteen (15) calendar days after receipt of all required information of its approval or disapproval of the proposed substitution.

- 41. SEVERABILITY:** If any term, covenant or provision of these General Conditions or any Contract shall be held to be invalid, illegal or unenforceable in any respect, these General Conditions and any Contract shall remain in effect and be construed without regard to such provision.
- 42. TITLES:** The titles and section headings herein and in any Contract are inserted solely for convenience and are not to be construed as a limitation on the scope of the provisions to which they refer.
- 43. ATTORNEYS' FEES:** In the event of a dispute between the County and Contractor under any Contract which cannot be amicably resolved, in addition to all other remedies, the party substantially prevailing in any litigation shall be entitled to recover its reasonable expenses, including, but not limited to, reasonable attorneys' fees.
- 44. NO WAIVER:** Neither any payment for, nor acceptance of, the whole or any part of the services by the County, nor any extension of time, shall operate as a waiver of any provision of any Contract, nor of any power herein reserved to the County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of the County to require compliance with any term or condition of

any Contract shall not be deemed a waiver of such term or condition or a waiver of the subsequent enforcement thereof.

- 45. NO FINANCE CHARGES:** No finance charges shall be paid by the County.
- 46. ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States or the State, relating to the particular Goods or Services purchased or acquired by the County under said Contract. Consistent and continued tie bidding could cause rejection of Bids by the County and/or investigation for antitrust violations.
- 47. PAYMENT:** Pursuant to Virginia Code § 2.2-4352, unless more time is provided in the Solicitation or Contract, payment will be made forty-five (45) days after receipt by the County of a proper invoice, or forty-five (45) days after receipt of all Goods or acceptance of work, whichever is later. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the Contract or any modifications thereto. Within twenty (20) days of receipt of proper invoice or of goods or services, the County shall notify the Contractor if any defect or impropriety that would prevent payment by the payment date. The following provisions apply to such payments:
- a. Invoices for items/Services ordered, delivered/performed and accepted shall be submitted by the Contractor in duplicate directly to the payment address shown on the purchase order, Solicitation or Contract, as applicable. All invoices shall show the Contract number, purchase order number, or Solicitation number, as applicable, and as required under Virginia Code § 2.2-4354, either the individual Contractor's social security number or the Contractor's federal employer identification number, whichever is applicable.
 - b. Any payment terms requiring payment in less than forty-five (45) days will be regarded as requiring payment forty-five (45) days after receipt of proper invoice or receipt of all Goods or acceptance of work, whichever occurs later. Notwithstanding the foregoing, offers of discounts for payment in less than forty-five (45) days are valid and enforceable.
 - c. Pursuant to Virginia Code § 2.2-4353, the date any payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The County's fiscal year is July 1 to June 30. Contractors are advised to submit invoices, especially for Goods and/or Services provided in the month of June, for the entire month (i.e. June 1 - June 30), so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the County shall only be made in U.S. Dollars. If payment is received in foreign currency the County may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
- 48. SUBCONTRACTORS:** Pursuant to Virginia Code § 2.2-4354, in the event that any subcontractors are used by Contractor in connection with the work, Contractor shall:
- a. Within seven (7) days after receipt of amounts paid to the Contractor for work performed by a subcontractor, either:
 - i. Pay the subcontractor for the proportionate share of the total payment received attributable to the work performed by the subcontractor under any Contract; or

- ii. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. Contractor shall require each subcontractor to provide either (i) for an individual, their social security numbers, or (ii) for proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
 - c. The Contractor shall pay interest to any subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under any Contract, except for amounts withheld as allowed in subdivision (a)(II) above. Unless otherwise provided under the terms of any Contract, interest shall accrue at the rate of one percent (1%) per month.
 - d. The Contractor shall include in each of its subcontracts under any Contract a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements (a), (b) and (c) with respect to each lower tier subcontractor.
 - e. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this Section 48 shall not be construed to be an obligation of the County. No Contract modification may be made for the purpose of providing reimbursement for such interest charge. No cost reimbursement claim may include any amount for reimbursement for such interest charge.
- 49. RETAINAGE ON CONSTRUCTION CONTRACTS:** Pursuant to Virginia Code 2§ 2.2-4333, if a Contract for construction provides for progress payments in installments based upon an estimated percentage of completion, then the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with no more than five percent (5%) being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment. Any subcontract related to work on a Contract that provides for similar progress payments shall be subject to the provisions above and the Contractor agrees to include such provisions in every subcontract.
- 50. SUCCESSORS AND ASSIGNS:** The County and the Contractor bind themselves and their respective successors and assigns to any Contract. The foregoing notwithstanding, the Contractor shall not assign, sublet or transfer its interest in any Contract without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. Nothing hereinafter mentioned shall be construed as creating any personal liability on the part of any officer, agent or employee of the County, nor shall it be construed as giving any benefits hereunder to anyone other than the County and the Contractor.
- 51. DEFAULT:** Failure of a Contractor to deliver Goods or Services in accordance with Contract terms and conditions and/or within the time specified, or within reasonable time as interpreted by the County in its sole discretion, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the County, or failure of the Contractor to act in accordance with the Contract in any material respect, as reasonably determined by the County, shall constitute a "default" by the Contractor and shall further authority for the County to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the County, for any expense incurred in excess of Contract prices including, but not limited to, any purchase and administrative costs. Such purchases shall be deducted from the Contract quantities, if applicable. Should public necessity demand it, the County reserves the right to use

or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the County. In case of any default, the County, after due oral or written notice if required in accordance with the Contract, may terminate the Contract at its option in its sole discretion effective immediately. These remedies shall be in addition to any other remedies which the County may have, including but not limited to, any remedies at law, under the Contract or in equity.

Notwithstanding the foregoing, the Contractor shall not be liable for damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the County's opinion, are beyond the control of the Contractor. Under such circumstances, however, the County may, at its sole discretion, terminate or cancel the Contract effective immediately.

52. NON-DISCRIMINATION ASSURANCES: The Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and § 2.2-4311 of the Virginia Procurement Act:

- a. During the performance of any Contract, the Contractor agrees as follows: the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements and Solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 52.
- b. The Contractor shall include the provisions of paragraph (a) above in every subcontract or purchase over \$10,000.00 so that the provisions will be binding upon each subcontractor or Vendor.

53. MODIFICATION:

- a. Pursuant to Virginia Code § 2.2-4309, these General Conditions and any Contract entered into by the County and any Contractor shall not be subject to change, modification, or discharge except by written instrument signed by the County and Contractor, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the County's Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- b. The County may, but is not obligated to, extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- c. Nothing in this Section 53 shall prevent the County from placing greater restrictions on contract modifications.

54. INDEMNIFICATION: Contractor agrees to indemnify, keep and save harmless the County, its officers, agents, officials, employees and volunteers against any and all claims, claims of injuries,

death, damage to property, patent claims, suits, liabilities, judgments, losses, costs and expenses, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any Contract. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by any Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. Nothing contained in this Solicitation or the Contract shall be deemed to be a waiver of the County's sovereign immunity.

- 55. DRUG-FREE WORKPLACE:** Pursuant to Virginia Code § 2.2-4312, in every Contract over \$10,000.00 the following provisions apply: During the performance of any Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a Statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this Section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this the VPPA and the County's Procurement Procedures, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- 56. TERMINATION:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- a. Terminated prior to expiration date by satisfactory deliveries of entire Contract requirements;
 - b. Terminated by the County upon thirty (30) days written notice to the Contractor at the County's convenience in the County's sole discretion ("termination for convenience"), unless a termination for convenience is specifically and expressly prohibited by the Contract. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of the termination;
 - c. Terminated by the County for cause, default or negligence on the part of the Contractor. However, pursuant to Section 51 of these General Conditions, the County may hold the Contractor responsible for any resulting additional purchase and administrative costs. There is no advance notice requirement in the event of Termination for Cause and

termination is effective immediately upon notice to Contractor of the termination for cause;

- d. Extended upon written authorization of County and accepted by Contractor, to permit ordering of unordered balances or additional quantities at Contract prices and in accordance with Contract terms.

57. APPROPRIATIONS: Notwithstanding any other provision of any Contract, the payment of the County's obligations under any Contract shall be subject to annual appropriations by the Board of Supervisors of the County in each fiscal year of monies sufficient to satisfy the same.

58. REFERENCES TO VIRGINIA LAW: Any reference in these General Conditions to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

59. COOPERATIVE PROCUREMENT: Except as prohibited by the current Code of Virginia, all resultant Contracts will be extended to other Public Bodies of the Commonwealth of Virginia, to permit their ordering of Goods, supplies and/or Services at the prices and terms of the resulting Contract ("cooperative procurement"). By submitting any Bid or entering into any Contract with the County a Bidder/Contractor expressly authorizes cooperative procurement under Virginia Code § 2.2-4304 to the full extent permitted by law. If any other public body decides to use any Contract, the Contractor must deal directly with that public body concerning all matters relating thereto, including but not limited to, the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the Contract. Fluvanna County shall not be held liable for any direct or indirect costs, damages or other claim of any kind incurred by another public body or any Contractor as a result of any cooperative procurement.

60. AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to any Contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and right to examine any of said materials during said period.

61. GUARANTIES AND WARRANTIES: All guarantees, representations and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on any Contract is made. In addition to any guarantees, representations and warranties required under the Contract, the Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or owner;
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery;

- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to the Contractor's own work or to the work of other contractors, for which the Contractor's workers are responsible;
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County; and
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor;
- f. At minimum supply all Goods or Services with the manufacturer's standard warranty, if applicable; and
- g. For any Contract involving Services of any nature, the Contractor further agrees to:
 - i. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence;
 - ii. Allow Services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County;
 - iii. Acknowledges that the County shall be under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract; and
 - iv. Stipulates that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the Contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of any Contract. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material.

62. PRICE REDUCTIONS: If at any time after the date of the Bid/Contract the Contractor makes a general price reduction in the comparable price of any material covered by the Contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to any Contract for the duration of the Contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the County of such reduction by letter. FAILURE TO DO SO IS A DEFAULT UNDER THE CONTRACT AND MAY RESULT IN TERMINATION OF THE CONTRACT IN THE COUNTY'S DISCRETION. The Contractor, if requested, shall furnish, within ten (10) days after the end of the Contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the Bid or Contract, or (2) if any such general price reductions were made, that as provided above, they were reported to the County within ten (10) days and the

County was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the County was notified of any such reduction.

63. COMPLIANCE WITH IMMIGRATION LAW: Pursuant to Virginia Code § 2.2-4311.1, in every Contract the following provision applies: the Contractor does not, and shall not during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

64. VIRGINIA STATE CORPORATION COMMISSION: Pursuant to Virginia Code § 2.2-4311.2, Any Bidder or Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, at the time of the Bid, Proposal or any response to Solicitation and during the term of the Contract and any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required, to be revoked or cancelled at any time during the term or any renewal of the Contract. If the Contractor fails to remain in compliance with the provisions of this Section 64, the Contract may become void at the option of the County.

65. CLAIMS PROCEDURE:

- a. The procedure for consideration by the County of contractual claims for any Contract shall be that set forth in Virginia Code § 15.2-1243, *et seq.*
- b. In addition, pursuant to Virginia Code § 2.2-4364, contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the Goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
- c. No written decision denying a claim or addressing issues related to the claim shall be considered a denial of the claim unless the written decision is signed by the Board or the County Administrator. The contractor may not institute legal action prior to receipt of the final written decision on the claim unless the County fails to render a decision within ninety (90) days of submission of the claim. Failure of the County to render a decision within ninety (90) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the County's failure to render a decision within 90 days shall be the contractor's right to institute immediate legal action.
- d. A Contractor may not institute legal action, prior to receipt of the County's decision on the claim, unless the County fails to render such decision within the time specified by law. A failure by the County to render a decision within the time provided by law shall be deemed a final decision denying the claim by the County.

- e. The decision of the Board or the County Administrator shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in Virginia Code § 2.2-4364.
- f. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been adopted for contractual claims by the County.
- g. Nothing herein shall be construed to prevent the County from instituting legal action against any Contractor or Bidder.

66. NOTICES: All written notices required or permitted under any Solicitation, Bid or Contract shall be deemed sufficient if delivered in person to the County Purchasing Agent or Bidder/Contractor, as applicable, or sent by first class mail to the County or Bidder/Contractor at the addresses set forth in the Solicitation, Bid or Contract or at such other address as a party may designate from time to time by notice given in accordance with the terms of this Section 66; except that where a Solicitation, Bid or Contract expressly requires notice to a specific individual or at a specific location, such shall control. Such notices are deemed received when actually delivered to the party or its representative or agent if hand delivered, or one (1) business day after deposited into the United States mail, if mailed.

DELIVERY

67. SHIPPING INSTRUCTIONS-CONSIGNMENT: Unless otherwise specified in the Solicitation or Contract, as applicable, each case, crate, barrel, package, etc., delivered under the Contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 3:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

68. RESPONSIBILITY FOR SUPPLIES TENDERED: The Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point. The Contractor shall additionally bear all risk on rejected materials or supplies after notice of rejection is tendered by the County. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense or dispose of them as abandoned property.

69. INSPECTIONS: The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and Services conform to the specification in the Solicitation, Bid or Contract, as applicable. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. Unless otherwise specified in the Contract, if inspection is made after delivery at the destination specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to

amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

- 70. COMPLIANCE:** Delivery must be made as ordered and in accordance with the Solicitation, Bid or Contract, as applicable, or as directed by the County when not in conflict with the Bid/Contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of Goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the County, such extension applying only to the particular item or shipment affected. Unless otherwise specified in the Contract, should the Contractor be unreasonably delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction Contracts.
- 71. POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated specifically in the Solicitation, Bid or Contract, as applicable. The materials must be delivered to the "Ship To" address indicated on the purchase order or Solicitation, as applicable.
- 72. REPLACEMENT:** Materials or components that have been rejected by the County, in accordance with the terms of the Contract, shall be replaced by the Contractor at no cost to the County.
- 73. DAMAGES:** Any and all damages to property of the "County" that is the direct result of the Contractor, the employees of the Contractor and/or its subcontractors, agents, licensees, successors, or assigns, shall be the sole responsibility of the Contractor. The property shall be repaired to its last known condition prior to the damages and/or replaced at no cost to the County. The County shall approve any and all repairs/replacements prior to acceptance of the repairs/replacement.
- 74. PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- a. Purchase Order Number;
 - b. Name of Article and Stock Number;
 - c. Quantity Ordered;
 - d. Quantity Shipped;
 - e. Quantity Back Ordered; and
 - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the Goods.

- 75. ADDITIONAL CHARGES:** No delivery charges of any kind shall be added to any invoice; except that (i) if Goods are expressly bought F.O.B. "shipping point" under the Contract and the Contractor prepays transportation, then delivery charges shall be added to invoices; and (ii) if express delivery is authorized and substituted by the County on orders for the method specified in the Contract, then the difference between freight or mail and express charges may be added to invoice.
- 76. METHOD AND CONTAINERS:** Unless otherwise specified, Goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

Required	Coverage Required	Limits (figures denotes minimum)
<u>X</u>	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	4. \$1,000,000 (CSL) Each Claim
	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
	8. Other Insurance:	
<u>X</u>	9. Fluvanna County Board of Supervisors named as additional insured On Auto and General Liability Policies (This coverage is primary to all other coverage The County may possess and must be shown on the certificate).	
<u>X</u>	10. 30 day written notice of cancelation of any policy referenced on the certificate of insurance shall be given to Fluvanna County – Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
<u>X</u>	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u>	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

Company:	Contact:
Phone:	Email:
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

OFFEROR STATEMENT

The undersigned Bidder hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid and hereby submits this bid pursuant to such instructions, plans, conditions, specifications and other documents or items.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____

By: _____ (SEAL)

Signature

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____ (month),
_____(year) by _____ (Print Name),
_____(Print Title) on behalf of _____ (Name of Entity).

_____[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

_____(SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ___ day of _____ (month),
_____(year) by _____ (Print Name), a sole proprietor.

_____[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this _____ day of _____, 20 ____.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: _____

By: _____ (SEAL)

Signature

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____ (year) by _____ (Print Name), _____ (Print Title) on behalf of _____ (Name of Entity).

[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

(SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

RETURN THIS PAGE

APPENDIX G: FEE PROPOSAL

Below please list the firm, fixed price for the services as described herein:

FY16 Annual Benefits 3rd Party Administrative/ Consulting Services

\$ _____

Hourly Rates for Additional Services:

Principal: \$ _____

Manager: \$ _____

Staff: \$ _____

Optional Years Benefits 3rd Party Administrative and Consulting Annual Services

	FY17	FY18	FY19	FY20
Annual Fee	\$	\$	\$	\$
Principal	\$	\$	\$	\$
Manager	\$	\$	\$	\$
Staff	\$	\$	\$	\$

RETURN THIS PAGE

APPENDIX H: BENEFIT DETAILS AND BREAKDOWN OF FEES

(SEE ATTACHED BENEFITS DETAILS AND BREAKDOWN OF FEES)



PIERCE GROUP BENEFITS

November 18, 2015

County of Fluvanna
Gail Parrish
123 Main Street
Palmyra, Virginia 22963

Dear Ms. Parrish:

Thank you for the opportunity to participate in this proposal process. I understand that Fluvanna County is looking for a firm to provide benefits consulting and third party benefit administrative services in regards to the employee benefits package. I am confident that Pierce Group Benefits understands the scope of the Request for Proposal and can exceed your expectations.

Throughout this proposal, we have highlighted the reasons to work with Pierce Group Benefits.

Here is an overview of those reasons:

- 1) Ability to deliver **SAVINGS** – Our buying power & negotiation skills result in more choices for optimal benefit savings.
- 2) Offer un-paralleled **SERVICE** – A dedicated Account Manger acts as your liaison between the County and the insurance carriers, while assisting with claims and billing issues. This reduces the amount of time county staff needs to dedicate to benefit administration. Our Benefit Consultants assist the County by presenting material to your you and your Board and working with you to develop a long-term benefit strategy.
- 3) **ENHANCEMENTS** to your program – Better benefits, better employee communication and resources (videos, benefit booklets, etc.). 24/7, 365 Benefit Enrollment platform available to streamline all benefit administration information and ACA reporting requirements.
- 4) **COMPLIANCE** Focused – Keeping you out of trouble and at the same time keeping you up to date with best practices; we navigate the health care reform waters along with the latest health care legislation for you.
- 5) Managed **WELLNESS** programs and activities – Promoting better health and wellness for happier and more productive employees, opportunities to lower premiums through wellness.

When you partner with Pierce Group Benefits, you get a group of dedicated and knowledgeable professionals. Our team understands that you and your employees come first. That's why we only offer and recommend products that fit your needs—not ours.

Pierce Group Benefits is proud to offer our services to Fluvanna County and would truly appreciate the opportunity to do so.

Sincerely,

Chris Pierce
Vice President

Superior Benefits. Personal Service.

4928 Linksland Drive

Holly Springs, NC 27540

Phone 919.577.0700

Fax: 919.577.0710

www.piercergroupbenefits.com

PIERCE GROUP BENEFITS

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PIERCE GROUP BENEFITS

Overview



PIERCE GROUP BENEFITS

Intro Page

Introduction

Pierce Group Benefits is a full service benefit consulting company that builds comprehensive benefits packages for public sector employers. Pierce Group Benefits specializes in Group Benefits (such as health, dental, vision, disability, and life insurance), Section 125 plans, and Supplemental Benefits (such as Cancer, Critical Illness, Accident, and Medical Bridge Policies). We provide a consultative, comprehensive approach with our clients.

Our 40+ years of service provides us with the extensive experience necessary to conduct the services requested by our clients. It is our mission to provide clients with the best benefits and prices from the industry's highest rated companies and to continually deliver superior service by offering personal attention. When you partner with Pierce Group Benefits, you get a group of dedicated and knowledgeable professionals and a management team that has over 95 years of combined experience.

Pierce Group Benefits has over 39 full-time employees and an enrollment team comprised of over 40 hardworking and dedicated professionals. We are headquartered in Holly Springs, NC and have an office in Charlottesville, VA.

In addition to our consulting services, we are one of the few firms that also include an in-house service center for your employees, as well as a career enrollment team conducting education and enrollments exclusively for Pierce Group clients. We have also invested in technology to provide online enrollment systems in conjunction with on-site Benefits Counselors to provide your employees their choice of enrollment options.

It is our constant goal to make each Client feel as though they are our only Client. Please see the Company Overview Section for detailed information about our qualified staff and how they interact with our clients. If we are chosen to work with Fluvanna County, your team would be comprised of Dana Boliek, Bonnie Miles, Donna Nixon, Sue Wadkinson, and Janice Wagstaff. Pierce Group Benefits' team consistently goes over-the-top and works harmoniously with your staff to ensure your expectations are exceeded.





PIERCE GROUP BENEFITS

Company Overview

Company Overview

Glenn Pierce – Senior Vice-President

In 1968, Glenn Pierce began working with public sector employees providing supplemental insurance coverage. Today, as Senior Partner, Glenn has developed Pierce Group Benefits into a family owned and operated firm specializing in a “one-stop-shop” experience that brings multiple products and services to public and private entities. With 42 years of experience, Glenn brings a level of experience and satisfaction that is unsurpassed.

Donald Pierce – President, Chris Pierce – Vice-President

Donald and Chris bring 47 years of combined experience as business partners within the firm and they play a key role in the continuing growth at Pierce Group Benefits. Their focus on the needs of current and prospective clients enables the office team to design and implement benefits packages that reduce costs for clients while providing equal or improved benefits. Their experience and desire ensures that clients’ needs are met and satisfaction levels are above expectations. Their dedication, along with that of the Pierce Group Benefits team, is evident through the many references available through this website.

David Charland – Senior Operations Manager

As Senior Manager, David communicates effectively to maintain excellent business relationships with prospective and existing clients by remaining attuned to their needs. He uses his leadership role to encourage creativity and unity within the Pierce Group organization while monitoring the internal staff to ensure the highest level of quality is met and each client is treated with the utmost respect and importance. David also manages companywide issues from evaluation of financial performance, tracking trends and monitoring sales results, to accompanying account managers on visits to provide customer service support.

Donna Nixon – Director of Group Benefits

Donna offers clients more than 21 years of experience in the public and private insurance, TPA and pooling industry. The scope of her experience spans virtually all aspects of the benefit administration business, including marketing, customer relations, claims, and underwriting, as well as team building and leadership, technology implementation, and operations administration. Donna provides strategic analysis to clients to develop benefits and communication packages that meet their needs.

Dana Boliek and Bonnie Miles – Client Relations Specialists

Dana and Bonnie focus on partnering with clients to build custom insurance programs. Their extensive product and market knowledge benefit clients by providing them with options to meet their needs while ensuring compliance with state and federal mandates. Client satisfaction is always their number one priority.



Company Overview

Cathy Maxfield and Sue Wadkinson – Group Benefits Account Executives

As Group Benefits Account Executives, Cathy and Sue assist, coordinate and conduct client meetings and attends benefits fairs. They prepare benefit and financial exhibits for presentations and renewals. Our account executives communicate with insurance carriers regularly and act as liaisons between clients and insurance companies, responding quickly to questions and requests. They are responsible for implementing the benefit communication strategy at open enrollment each year and also provide support with client wellness initiatives and helps clients realize their wellness goals.

LaDonna Bethea – Executive Assistant

LaDonna is responsible for supporting the sales team in providing service to clients and carriers and provides administrative support and oversight to the Director of Group Benefits and staff. She is directly responsible for assembling RFPs, processing enrollments, and developing content for the Plan Administration Kits. LaDonna provides support by performing a wide range of office duties associated with client retention and satisfaction.

Monica Nixon, Terry Kohne and Nicki Little – Senior Account Executives

As Senior Account Executives, Monica, Terry and Nicki serve as a direct link between the Management and Account Executive teams. They provide training, leadership and support surrounding all aspects of the Account Executive role. Training new Account Executives, identifying needs for further development of the team, assisting with escalated client service needs, consulting with Senior Management to develop new process and procedures, as well as carrying out all of the day-to-day Account Executive duties are all part of Monica, Terry and Nicki's role.

Bethany Trimmer, Kate Downing and Etoria Hill – Account Executives

As Account Executives, Bethany, Kate and Etoria organize each client's enrollment team, coordinate the enrollment period, gather pre-enrollment and post-enrollment paperwork and supervise each open enrollment process from start to finish. They also serve as the main point of contact for each of their assigned accounts for all levels of plan administrator customer service. They travel to each individual account and provide high standards of service for all of Pierce Group Benefits' accounts.



Company Overview

Leigh Paquette – Account Executive Assistant

Leigh's primary responsibilities includes providing support to the Pierce Group Benefits Account Executive team. Leigh provides support by performing a wide range of office duties associated with planning and coordinating benefits enrollments.

Gray Spivey & Hannah Johnson – Benefits Counselors

Gray, Hannah and Colton help clients and employees of clients on behalf of Pierce Group Benefits. They follow up on any underwriting issues or questions necessary to complete the enrollment process. Both maintain a professional atmosphere while conducting enrollments and provide each employee with a positive enrollment experience.

Benefit Counselor Team

The Benefit Counselor team enrolls employees in their Benefits Plan on a full-time basis. Each Benefit Counselor is licensed with the state and performs benefit meeting before enrollment to inform and educate employees of available benefits and answer any questions an employee may have. They conduct one-on-one enrollment sessions in which individual needs are assessed, coverage options are recommended and employees are assisted in their benefits enrollment.

Janice Wagstaff, Robin Craver, Annette Overbee, Becky McKee and Valeria Favero – Service Specialists

With over 46 years of combined experience in the insurance industry, Janice, Robin, Annette, Becky and Valeria serve as phone support for Pierce Group Benefits' Service Center, assisting over 130,000 public sector employees each year. As licensed agents, they are responsible for educating employees on available benefits and enrolling individuals interested in benefits offered through their employer. Janice, Robin, Annette, Becky and Valeria work with employees one-on-one while consistently maintaining high-standard performance via exceptional service, follow-through work, and specific attention to detail which results in high customer satisfaction. They use their extensive knowledge of benefit options to assist Plan Administrators, HR Departments and employees.

Samantha "Sam" Duckworth – IT Manager

As IT Manager, Sam oversees and manages all technology issues and policies. She is also responsible for the technical side of building post enrollment reports and payroll files that work to simplify the enrollment process for clients. Sam creates and implements procedural documentation as well as process development and guidance. She also acts as the technical



Company Overview

liaison between Pierce Group Benefits and third party vendors, and provides after hours support and carrying out IT disaster recovery.

Brian Miller – Project Manager

Brian coordinates and organizes the implementation, training and ongoing needs for all clients utilizing the employee benefit enrollment system (BenSelect). He also collaborates between internal technology and account management, outside third parties and clients to provide each client a high level of service.

Derrick Cave – Network and End User Support Analyst

In Derrick's role as Network and End User Support Analyst, his responsibilities include responding to any and all technology needs of the internal Pierce Group Benefits staff. Specifically, Derrick is in charge of managing and troubleshooting issues with computers, software, networks, printers, phones, copiers, and cell phones. Derrick is also responsible for management, support and maintenance of the server and Pierce Group network, as well as managing all technical third-party and vendor relationships.

Emily Kesead, Cori Rozentāls, Patrick Newman – Enrollment Specialists

Emily, Cori and Patrick focus on the support, development and production of database tools associated with enrollment software. In the role of Enrollment Specialist they ensure consistency of training with interface requirements for developing programs with other new and existing programs and systems within designated application systems. Cori also analyzes and resolves database performance problems, provides enhancements, fixes errors, and resolves enrollment issues for existing applications. Patrick is also responsible for building and monitoring EDI file feeds between the employee benefit enrollment system (Selerix) and applicable third parties.

Starr Chauvaux – Enrollment Support

Starr assists with a variety of administrative enrollment related tasks: submitting GTL business, auditing reports, enroller and client follow-up, processing TL Colonial applications and downloading data files.

Jodi McKinnes-Rivera – Enrollment and Data Analyst

Jodi will be using a variety of technology tools manipulating raw data into formatted, usable reports; analyzing raw data to determine accuracy; troubleshoot and correct data related errors and issues; analyze database performance problems; take an active role in developing new procedures related to data manipulation and interpret business needs into technical systems.

Company Overview

Kathie Kragnes – Post Enrollment Administrative Coordinator

Kathie is responsible for administrative coordination, term life audits and project management of post enrollment for all accounts. She creates and maintains service contracts and administrative files for all PGB clients. Kathie is also the LegalShield and FedEx administrator for PGB.

Barbara St Germain and Amy Owen – Benefit Analysts

As the Benefit Analysts, Barbara and Amy serve as the primary contacts between Pierce Group Benefits and our affiliated carriers during each current account's renewal and each prospective clients bid process. They are responsible for negotiating core product renewals for current clients and shopping the market for competitive rates. This process ensures that Pierce Group Benefits clients have the benefits that best fit their needs. Both Barbara and Amy also request proposed rates for new lines of coverage for existing clients to expand their employee benefit package. They then present the resulting information to the Account Executive to be introduced to the client for approval.

Laura Shelton – Executive Assistant

Laura is responsible for supporting the sales team in providing service to clients and carriers. She provides administrative support and oversight to the Senior Operations Manager and staff. Laura provides support by performing a wide range of office duties associated with client retention and satisfaction.

Brandi Bowen – Marketing Director

As Marketing Director, Brandi brings 18+ years of Marketing and Design experience to manage, design and implement Pierce Group Benefits' marketing and advertising initiatives. She focuses on brand awareness and supporting business objectives through designing dynamic print and electronic promotional materials, as well as managing and driving traffic to the company website. Brandi helps employers and employees stay informed by providing up-to-date information via newsletters, videos, blogs, presentations, email blasts, and social media about everything from insurance benefits and wellness, to health care reform and compliance issues.

Kerry Johnson – Graphic Design & Marketing Assistant

Kerry assists the Marketing Director by creating compelling designs, writing copy and helping in the creation of new marketing initiatives. In this role, Kerry is also responsible for the design, creation and implementation of custom client videos that convey the benefits and services available to benefit eligible employees in a functional and aesthetically pleasing manner.



Company Overview

Quincy Caspar – Print Production Manager

As Print Production Manager, Quincy designs and develops the templates for employee benefit booklets used for training and enrollment within the Pierce Group client base, targeting over 130,000 employees each year. She oversees the production of printed materials and manages relationships with outside vendors. Quincy coordinates Pierce Group's involvement in professional conferences and is responsible for the ordering of promotional products for employer sponsored benefits and health fairs.

Raquel Bootes – Executive Assistant

As an Executive Assistant, Raquel provides administrative support and oversight to the partners and staff. Raquel manages and processes paperwork for the new Benefits Representatives. Raquel is also directly responsible for researching and developing content for RFPs.

Kathy Sharpe – Office Manager

Kathy's role as Office Manager encompasses all aspects of both internal and external accounting. In this position, Kathy manages Pierce Group Benefits' budget, prepares and analyzes various financial statements and reports, maintains account records, and assists in the development and implementation of company goals, policies and procedures related to financial management. She manages employee compensation and benefits and ensures that the office environment runs smoothly and efficiently. Facility management is also provided by this role.

Debbie Wrenn – Assistant Office Manager / HR Representative

Debbie's role includes providing HR assistance in areas of recruiting, new employee orientation and employee assistance. In addition to HR support, she assists the Office Manager with specific internal and external accounting as well as facilities management and works with Account Executives and Senior Operations Manager to continuously update and maintain enroller schedules.





PIERCE GROUP BENEFITS

Organizational Chart

Pierce Group Benefits Team

PGB Executive Team

Glenn Pierce

Donald Pierce

Chris Pierce

Senior Operations Manager

David Charland

Director of Group Benefits

Donna Nixon

Operational Teams

Group Benefits:

- Dana Boliek
- Bonnie Miles
- Sue Wadkinson
- Cathy Mansfield
- Barbara St.Germain
- Amy Owens
- LaDonna Bethea

Account Executives:

- Monica Nixon
- Etoria Hill
- Terry Kohn
- Nicki Little
- Bethany Trimmer
- Kate Downing
- Leigh Paquette

Service Center:

- Robin Craver
- Janice Wagstaff
- Becky McKee
- Valerie Favero
- Annette Overbee

Information

Technology:

- Sam Duckworth
- Derrick Cave
- Emily Kesead
- Cori Rozentals
- Patrick Newman
- Jodi McKinnes-Rivera

Marketing:

- Brandi Bowen
- Kerry Johnson

Benefit Counselors:

- Team of 40

Administration:

- Quincy Caspar
- Raquel Bootes
- Kathy Sharpe
- Debbie Wrenn
- Kathie Kragnes
- Jancan Kilgore



PIERCE GROUP BENEFITS

Service Model

Pierce Group Service Model



Service Center

- Your Main Point of Contact
- Customer Service Support to Clients
- Claims Assistance
- Processes Enrollments throughout the Year

- Employee Communication Strategy
- Wellness/Health Fairs
- Open Enrollment Implementation
- Researches Claim or Billing Issues
- Carrier Liaison for Service Issues



Account Executive



Benefit Analyst

- Prepares Bid Specs
- Charts Plan Options for Client Review
- Coordinates Carrier Implementation

- Analysis & Market Trends
- Strategic Benefit Planning
- Benefit Design and Negotiation
- Compliance



Benefit Consultant



IT

- BenSelect Support
- Data Import
- Handles Payroll Return Files

- Onsite Annual Enrollment Staff
- Benefit Fair Representatives



Benefit Counselors





PIERCE GROUP BENEFITS

Additional Information



PIERCE GROUP BENEFITS

Business Licenses

Producer
Health, Life & Annuities

PIERCE GROUP BENEFITS LLC
4928 LINKSLAND DR. # 201
HOLLY SPRINGS, NC 27540

is authorized to transact business as described above

License No: 137376

Issue Date: 07-27-2015

Expiration Date:

Generated by Sircon 119651808

COMMONWEALTH OF VIRGINIA
BUREAU OF INSURANCE
THIS IS TO CERTIFY THAT



PIERCE GROUP BENEFITS LLC
4928 LINKSLAND DR. #201, HOLLY SPRINGS, NC 27540

LICENSE NUMBER: 137376

IS HEARBY AUTHORIZED TO TRANSACT BUSINESS
IN ACCORDANCE TO THE LICENSE DESCRIPTION
SHOWN BELOW:

Producer
Health, Life & Annuities

Issue Date: 07-27-2015

Generated by Sircon
119651808

Expiration Date:



PIERCE GROUP BENEFITS

Required Forms

DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.


Required	Coverage Required	Limits (figures denotes minimum)
X	1. Workers' Compensation and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
X	2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
X	3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
	4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	4. \$1,000,000 (CSL) Each Claim
	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
	8. Other Insurance:	
X	9. Fluvanna County Board of Supervisors named as additional insured On Auto and General Liability Policies (This coverage is primary to all other coverage The County may possess and must be shown on the certificate).	
X	10. 30 day written notice of cancelation of any policy referenced on the certificate of insurance shall be given to Fluvanna County - Ref. Code of Virginia Section 38.2-231. Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.	
X	11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
X	12. Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

PIERCE GROUP BENEFITS

FIRM



SIGNATURE

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: CHRIS PIERCE Phone: 919-577-0700 EXT.223

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

47 Years 0 Months

4. Vendor Information:

FIN or FEI Number: 75-2970389 If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

Company: Alamance County Government	Contact: Sherry Hook , HR Director
Phone: 336-570-4033	Email: sherry.hook@alamance-nc.com
Dates of Service:	\$\$ Value:

Company: Bertie County Government	Contact: Scott Sauer, County Manager
Phone: 252-794-5300	Email: scott.sauer@bertie.nc.gov
Dates of Service:	\$\$ Value:

Company: Stokes County Schools	Contact: Lanette Moore, Plan Administrator
Phone: 336-593-8146	Email: lanette.moore@stokes.k12.nc.us
Dates of Service:	\$\$ Value:

Company: Chapel Hill Carrboro City Schools	Contact: Todd LoFrese, Assistant Superintendent
Phone: 919-442-7258	Email: tlofrese@chccs.k12.nc.us
Dates of Service:	\$\$ Value:

I certify the accuracy of this information.

Signed:  Title: PRESIDENT

Date: November 23, 2015

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

OFFEROR STATEMENT

The undersigned Bidder hereby certifies that the Bidder has carefully examined all instructions, plans, conditions, specifications and other documents or items of this Invitation for Bid and hereby submits this bid pursuant to such instructions, plans, conditions, specifications and other documents or items.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: THE PIERCE GROUP BENEFITS, LLC

By: [Signature] (SEAL)

Signature

Print Name: DONALD PIERCE

Print Title: PRESIDENT

STATE OF NORTH CAROLINA

COUNTY/CITY OF WAKE, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of November (month),

2015 (year) by DONALD PIERCE (Print Name),

PRESIDENT (Print Title) on behalf of THE PIERCE GROUP BENEFITS, LLC (Name of Entity).

[Signature] [SEAL]
Notary Public

My commission expires: January 31, 2018
Notary registration number: 20013460078

Kathleen C. Sharpe



Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

____ (SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ (month),

____ (year) by _____ (Print Name), a sole proprietor.

____ [SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of PIERCE GROUP BENEFITS, does hereby certify in connection with the procurement and proposal to which this Certificate of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

Respectfully submitted this 23rd day of November, 2015.

Complete if Bidder is an Entity:

WITNESS the following duly authorized signature and seal:

Name of Entity: THE PIERCE GROUP BENEFITS, LLC

By: *Donald E. Pierce* (SEAL)

Signature

Print Name: DONALD PIERCE

Print Title: PRESIDENT

STATE OF NORTH CAROLINA

COUNTY/CITY OF WAKE, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of November (month), 2015 (year) by DONALD PIERCE (Print Name), PRESIDENT (Print Title) on behalf of THE PIERCE GROUP BENEFITS, LLC (Name of Entity).

Kathleen C. Sharpe

Notary Public

[SEAL]

My commission expires: January 31, 2018

Notary registration number: 20013466098



Complete if Bidder is a Sole Proprietor:

Witness the following signature and seal:

_____ (SEAL)

Signature

Print Name: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ (month), _____ (year) by _____ (Print Name), a sole proprietor.

[SEAL]

Notary Public

My commission expires: _____

Notary registration number: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION - [REQUIRED]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator, as applicable. If this quote for goods or services is accepted by the County of Fluvanna, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

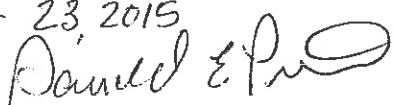
B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is T062392-8.

C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) THE PIERCE GROUP BENEFITS, LLC

Legal Name of Offeror/Bidder THE PIERCE GROUP BENEFITS, LLC

Date November 23, 2015
Authorized Signature 

Print or Type Name and Title DONALD PIERCE, PRESIDENT

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

RETURN THIS PAGE

APPENDIX G: FEE PROPOSAL

Below please list the firm, fixed price for the services as described herein:

FY16 Annual Benefits 3rd Party Administrative/ Consulting Services

\$__ (please see Cost section)____

Hourly Rates for Additional Services:

Principal: \$ _____

Manager: \$ _____

Staff: \$ _____

Optional Years Benefits 3rd Party Administrative and Consulting Annual Services

	FY17	FY18	FY19	FY20
Annual Fee	\$	\$	\$	\$
Principal	\$	\$	\$	\$
Manager	\$	\$	\$	\$
Staff	\$	\$	\$	\$

RETURN THIS PAGE

APPENDIX H: BENEFIT DETAILS AND BREAKDOWN OF FEES

(SEE ATTACHED BENEFITS DETAILS AND BREAKDOWN OF FEES)



COUNTY OF FLUVANNA, VIRGINIA

RFP #2016-01

ADDENDUM #1

11/18/2015

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals: RFP #2016-01
Title of Request for Proposals: Benefits Consulting and 3rd Party Administrative Services
Issue Date: October 22, 2015
Bid Due Date and Time: November 30, 2015 @ 2:00 p.m. local prevailing time

The above RFP #2016-01 is hereby amended to add the following supplemental information, some of which modifies provisions of the RFP, based upon questions submitted by potential offerors:

1. First Financial Group of America through their affiliates First Financial Capital Corporation and First Financial Administrators, Inc., (collectively “First Financial”) is the current consultant for Fluvanna County and has been for over 8 years. The agreement(s) with First Financial can be terminated at any time by providing ninety (90) days’ notice.
2. First Financial charges no fee for its services and the services include, but are not limited to the following:
 - Cobra Administration
 - 125 Plan Administration
 - Medical Flexible Spending Account
 - Dependent/Child Care Reimbursement Account
 - Health Saving Account
 - Optional Benefits Administration (we send payment to them and they pay vendors):
 - Short term disability and long term disability
 - Long Term Care / Life Insurance
 - Accident
 - Cancer
 - Heart/Stroke
 - Critical Illness w/ Cancer
 - Supplemental Hospital
 - Permanent Life Insurance



- Open Enrollment and New Hire Enrollment
 - Once a Year Benefits Training
3. The County issued this Request for Proposals (the “RFP”) to explore its options with respect to benefits consulting and third party administration.
 4. The 3rd party administrative services requested under the RFP include the services listed in #2 above and the related administration of those services and general assistance to the Human Resources Manager of the County.
 5. Article III, Proposal Format, Section (i) contains a typographical error and should read as follows:
 - i. **Representative Projects** – This section of the Offeror’s Proposal should list and describe representative clients currently served focusing on benefits administration services. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, and principal contact person.
 6. Article VII, Contract Award, Section (b) contains an error and should read as follows:
 - b. Any resulting contract shall be for an initial term commencing on March 1, 2016 and terminating on June 30, 2017. The County shall have the option to renew the contract up to four (4) additional one (1) year terms contingent upon need and availability of funds. The County’s current plan year for purposes of benefits administration is July 1 to June 30th. The County requires that its benefits plan be in place to be presented prior to open enrollment in April 2016.
 7. The level of service currently provided is adequate. However, in addition to the services and products the County currently receives the County would also like its administrator to assist the County in identifying, exploring, and evaluating health insurance providers and other health care related services and employer paid disability plans for all employees.
 8. The enrollment listed for Short Term and Long Term Disability are employees classified as Legacy employees and the plans offered are group disability plans.
 9. The County has benefit enrollment and education meetings at three (3) locations being the Fluvanna County Sheriff’s office, the Fluvanna County Social Services Office, and



County Administration Office. Due to work shifts and coverage, the County must hold meetings at multiple days and times at each of these locations. Generally ten (10) meetings total are held over a period of three (3) days. The current administrator meets one on one with each eligible employee as well, so the enrollment process takes approximately one (1) week. All benefits, including voluntary benefits, are covered at each meeting. As much time as necessary can be allotted for the meetings, but generally each meeting runs 1 to 1 ½ hours. The County would like the option of drop in meetings for individual questions from covered employees or spouses. The offeror should clearly indicate if it will hold one on one meetings with each eligible employee in addition to the group meetings which are required.

10. Under Article I, Purpose & Background, Section (h), the County is not requesting assistance with VRS enrollment.
11. Employees may contribute through payroll deduction to his or her health savings account in addition to the employer's contribution.
12. The County's average employee turnover is approximately 10-11% per year.
13. The County generally hires approximately 26 temporary or seasonal employees each year. Many of such employees work approximately ten (10) hours per week. However, some seasonal positions run for about 2 months with the employee working 20-29 hours per week. Generally, the maximum length of time for a seasonal or temporary position is two (2) months. Some temporary positions are sporadic throughout the year.
14. The County receives claims data from The Local Choice annually, broken down by quarter.
15. The County is already working on its budget for the next fiscal year, however the County will not receive the information relating to the costs of health care from Anthem until February.
16. The County can provide three (3) years of prior claims experience and census for each period.
17. The County is unable to provide projections for January, or earlier based on Claims, i.e. percentage projection or actuarial calculations.



Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Cyndi Toler, Purchasing Officer
Fluvanna County, Virginia
132 Main Street
Palmyra, VA 22963
(434) 591-1930

____Pierce Group Benefits____ Name of Firm

BY: David E. Pierce

Signature of duly authorized representative

Title: President

Date: November 23, 2015



PIERCE GROUP BENEFITS

Bid Questions & Responses

Bid Questions & Responses

1. Describe your contractual relationships, if any, with organizations or entities necessary to your proposal's implementation.

Pierce Group Benefits is a Limited Liability Corporation, is the sole party to this proposal.

2. How many public sector clients does your firm currently provide brokerage services to?

Counties/Municipalities/LG Entities	33
School Systems	81
Community Colleges	24
Charter Schools	6

3. How does your firm provide continuing education to ensure that each firm is educated on current market trends and legislative developments? How is this information communicated to your clients?

Because Pierce Group Benefits has been serving Public Sector clients since 1968, we understand the issues and challenges of Local Governments. We also subscribe to legislative bulletins, listservs, and closely follow state-wide and national media outlets. Everyone on our staff completes Department of Insurance Approved Continuing Education each year. We meet on a semi-annual basis with our top carriers to discuss and walk-through new enhancements, industry trends and new services. We participate in national training events and roundtable focus groups throughout the year.

Pierce Group Benefits has staff representation with the National Health Underwriters Association, the Wellness Council of America and the State and Local Government Benefit Association.

We produce a quarterly newsletter, called Pierce Group Web Press, which provides informational updates to all our clients. However, our policy is to notify our clients immediately if there are any changes in pertinent laws or regulations that would adversely affect our clients. Our method of information delivery would be based upon the nature/severity of the information which could include personal visit, phone call, or email.

Bid Questions & Responses

4. Describe how your organization assists clients in developing a strategic benefit plan.

A strategic benefit plan is a three-to-five-year plan crafted by you and your Pierce Group Benefits consultant that outlines goals, strategies and action plans in regards to your employee benefits program. In creating the plan, we will strategically analyze ways to contain costs through various plan improvements. Pierce Group Benefits also obtains employee feedback to incorporate into this process.

Yearly rate shopping is reactive – not proactive – and does little to impact real savings and build long-term value. Pierce Group Benefits works with our clients to create a plan that can produce immediate savings by eliminating waste and redundancies while building obtainable, long-term solutions year after year.

Working from a strategic plan gives employers a means to easily assess and adjust plan elements throughout the year. It is important to keep in front of rising healthcare costs and avoid unwanted surprises – before annual renewal time. This approach is a methodical and logical long-term approach to benefit planning, as opposed to making decisions year to year, and will provide a well-thought-out road map for your future benefits.

Please see the Benefit Strategy section for more information.

5. Please provide a list of the vendors you have relationships with in regard to health, disability, life, supplemental health, and dental insurance plans.

Please see the list located in the Carrier Diversity section.

6. Describe how your organization strives to streamline benefit administration for your clients. Include any services you provide for automation of the benefit process (i.e. electronic capabilities, outsourcing options). Attach any associated costs for these services on a separate fee schedule.

Pierce Group Benefits has designed its service model to benefit public sector employees. Our hands-on approach alleviates the benefits administration burdens from your Human Resources Department. We provide assistance with enrollment, new hire orientation, claims, compliance, and wellness throughout year. We pair these services with the best in technology to make things as effortless as possible.

Bid Questions & Responses

During the annual enrollment, our Benefit Counselors conduct group briefings at each worksite followed by individual enrollment sessions. During the group briefings we educate employees on each component of your benefit package and provide an overview of the enrollment procedures via a PowerPoint Presentation.

One of the most enhanced services that we offer to our clients is Benefit Counselor Assisted Internet Enrollment. Benefit Counselors are provided at each location to share their knowledge and expertise and provide personal assistance to your employees. In addition, employees can enroll in their benefits via the internet.

During individual enrollment sessions, your employees will benefit from our automated laptop enrollment. We provide each employee with a benefit statement illustrating the value of employer provided benefits as well as any employee contributions.

For new employees hired throughout the year, you can utilize our Voice Record Call Center technology. The Voice Record Call Center service allows the new employee to call into our office and complete their enrollment over the telephone therefore expediting their enrollment process. This state-of-the-art enrollment capability eliminates the need for a new employee to access a computer or wait to meet with an enrollment specialist as well as wait for forms to be mailed, signed, and returned to the Service Center. A new employee can speak to one of our licensed Service Specialists and their enrollment will be completed via Voice Recorded Technology. Their benefit enrollment will be completed in a matter of minutes by simply calling an 800 number and then we will e-mail them their enrollment election form for their records.

Pierce Group Benefits provides, free of charge, a customized benefit web-site and video that we build and maintain for each of our clients. Employees can access benefit information, claim forms, and provider directories all in one place.

7. Describe how your organization has assisted other vendors in the evaluation and /or formulation of any Healthcare Reimbursement Accounts or Healthcare Spending Accounts). Attach any associated costs for these services on a separate fee schedule.

Both HSAs and HRAs have distinct advantages and disadvantages for both the employer and the employee. It is important to note that both can be effective tools that can empower consumers to be more actively involved in their health care decisions. We would evaluate both types of accounts along with your complete benefit package and provide recommendations. Please see the charts below for the benefits of each type of account from both the employer and employee perspective.

Bid Questions & Responses

Employer Perspective

Criteria	HSAs	HRAs
Cash Flow With HRA's the employer only needs to fund the accounts if and when claims are incurred. They are notational accounts until claims are incurred. HSA's are live bank accounts that are typically funded by the employer and/or employee monthly or quarterly.		✓
Health Plan Benefit Design Flexibility HRA medical plans can be structured similar to traditional plans with copays for prescription drugs and office visits. There are no regulatory restrictions on plan design. With HSA's copays are not permitted except for preventative care, and deductibles and out-of-pocket limits are also restricted.		✓
Potential to use funds for Unqualified Expenses Disbursements from HRA accounts must be substantiated as a qualified medical expense and are paid by the administrator. Money is withdrawn from HSA's like any other checking account. Nothing is required to prove that the withdrawal is for a qualified medical expense. Employees could use employer provided funds for any purpose and would only be detected if audited by the IRS.		✓
Portability With HRA's the employer determines if account balances are paid out to employees leaving the company. The majority of employers have the employees forfeit any balances. HSA's are owned by the employee and 100% vested from Day 1.		✓
Ability to Limit Eligible Medical Expenses For HRA's the employer determines the type of medical expenses that can be paid from the account. Most employers limit HRA usage to medical expenses covered by the underlying health plan. By regulation HSA's can be used for any qualified medical expenses under IRS Code 213 (d). This broad list is also used for medical flexible spending accounts (FSA's) and includes over the counter medications, dental care, and eyeglasses/contact lenses.		✓
Tax Benefits Contributions to HRA's & HSA's can be deducted by employers as a business expense.	✓	✓
Ability to Share Funding Burden with Employees Only the employer may make contributions to HRA accounts to help cover the financial exposure of the higher deductible. With HSA's the employee can also make contributions to the account and on a pre-tax basis.	✓	
Ability to Limit Fund Rollover The employer may limit the amount of HRA balance that carries over from year to year. HSA's owned by the employee can have no such restriction.		✓

Bid Questions & Responses

Employee Perspective

Criteria	HSAs	HRAs
Health Plan Benefit Design Flexibility HRA's can be structured similar to traditional plans with copays for prescription drugs and office visits which most employees appreciate. Copays are not permitted with HSA's except for preventative care, and deductible levels and out-of-pocket limits are also restricted.		✓
Potential to use funds for Unqualified Expenses Money is withdrawn from HSA's like any other checking account. Nothing is required to prove that the withdrawal is for a qualified medical expense. Employees could use employer provided funds for any purpose and would only be detected if audited by the IRS. Disbursements from HRA accounts must be substantiated as a qualified medical expense and are paid by the administrator.	✓	
Portability HSA's are owned by the employee and 100% vested from Day 1. With HRA's the employer determines if account balances are paid out to employees leaving the company. The majority of employers have the employees forfeit any balances.	✓	
Qualified Medical Expense not Limited by Employer Employees appreciate the flexibility of using HSA funds for any qualified medical expenses as defined by IRS code 213(d). This list is very broad and includes over the counter medications, dental care, and eyeglasses/contact lenses.	✓	
Tax Benefits Employee contributions to HSA's are made either pre-tax or can be deducted on their tax return. In essence they increase their medical buying power by their tax rate (20% to 30% for example) every time they use HSA funds. Employees can not contribute to HRA accounts.	✓	
Employer required to Contribute to Account By definition employers need to fund HRA accounts. There is no such requirement for HSA's and some employers offer a qualified high deductible health plan with no HSA set up or contribution		✓
No restrictions on Fund Rollover HSA's are owned by the employee and there is no limit to balances accumulating over time. There are limits to how much can be contributed to the account each year. With HRA's the employer may limit the amount of HRA balance.	✓	

By offering greater control, HRAs have significant advantages over HSAs for **Employers**. Conversely, fewer employer restrictions around HSAs make them more desirable than HRAs from the **Employees'** standpoint.

Bid Questions & Responses

8. How will you facilitate or participate in the implementation, communication, and enrollment process to assure a seamless product transition?

Our goal is to remove all administrative burdens relating to open enrollment from our clients. Our Account Executives will develop a communication plan based on your unique needs and will work directly with you and/or department heads to schedule and conduct open enrollment opportunities for all employees, taking shift workers and workflow into consideration to minimize any workday disruptions.

Prior to open enrollment, our IT department works with your assigned Account Executive to custom build an enrollment system loaded with your benefit information. The Benefit Consultant and Account Executive create a Power Point Presentation which will be delivered in the group meetings to provide an overview of the benefits being offered and the enrollment procedures.

Please see the pocket in the back cover of the proposal book for a copy of a sample benefit booklet. We custom design these for our clients and provide one for each employee annually. This booklet contains all the benefits available to employees. Each client receives a customized benefit website as well as a benefit video, which many groups use during new hire orientation.

Each employee meets with a Benefit Counselor to view their benefit statement and enroll in benefits that fit their needs. Information is captured through a secure laptop and each employee receives a printed copy of their election form. Samples of these pieces are in the Enrollment & Communication section of this proposal.

Once the enrollment period is over, our IT department downloads all election information into our systems. Pierce Group Benefits works with each carrier directly to provide an electronic file (which meets their specifications) for upload into their system. At the same time, we produce a payroll file for our plan administrators to upload employee's deductions into the payroll system. Our account executive team delivers the payroll file and helps explain how to use it. We also provide each employees election form on a CD and a paper copy, which can be stored in their personnel file.

Pierce Group Benefits takes on the responsibility of managing the implementation at each carrier, ensuring that ID cards are mailed timely. We review all plan documents, up load copies to your benefit website, inform employees how to access them, and provide hard copies for your files. We also coordinate system access and training with each carrier so your entire administration team has the on-line access it desires and understands how to use the enrollment and billing portals available.

Bid Questions & Responses

Lastly, we customize a plan administrator kit with information about each product. The kit includes necessary forms, contact information, waiting period provisions, and compliance information.

Pierce Group Benefits believes in communication and education and our team works with each client to create a long-term communication strategy that continues throughout the year; not just at open enrollment. We believe employees need to be communicated with on an ongoing basis to help them become better health care consumers and hopefully find ways to improve their mental and physical health for years to come. A dedicated Account Executive and our Service Center Specialists work with you throughout the year to provide superior service.



PIERCE GROUP BENEFITS

Prospect Approach



PIERCE GROUP BENEFITS

Benefit Strategy

Benefits Strategy

Benefit challenges facing Public Sector Employers today are extremely complex. From analysis of benefits, to efficient enrollment, to regulatory/compliance issues, to cost containment measures, to payroll integration and bottom-line requirements, employers and human resource managers often need assistance to navigate through the benefits and payroll process.

We apply 40+ years of Benefit Administration expertise to drive better outcomes for our clients, helping them manage costs, drive participant outcomes and satisfaction, reduce risk and improve compliance. For our clients' employees, our solutions drive better outcomes by providing the tools, education, and support needed to promote better decisions. Pierce Group Benefits provides these tools through an exceptional customer experience, resulting in improved satisfaction and engagement.

The substantial investments you make in employee benefits deserve maximum returns that offer the greatest benefit to your company and your employees. Pierce Group Benefits has the breadth of expertise to assess your company's needs and the depth of resources to implement a plan structured to meet those needs. Together, we can ensure your employee benefits investment is poised for optimum return.

Pierce Group Benefits is your day-to-day partner for the long-haul because implementing an effective benefits strategy is an ongoing process, not an annual event.

We provide you with comprehensive, customized service and advice including:

1. **Analysis:** Goal setting, needs assessment
2. **Strategic Planning:** 3-5 year strategy
3. **Implementation:** enrollment, employee education, ongoing support
4. **Account Maintenance:** claim utilization reports, wellness initiatives, compliance updates, communication plan
5. **Renewal Planning:** plan performance analysis, trend review, design-update

Benefits Strategy

Below is an in-depth look at each phase of the process that we will implement along with your staff and employees:

6 – 9 Months prior to Effective Date: Analysis

The process starts with a complete look at where your company has been, where it is today and where it wants to go tomorrow. Our experts will analyze claims data, and plan designs from your existing carriers along with industry performance data. While we assemble this data, we will be asking about your corporate goals, expectations and budget requirements. We'll conduct employee surveys and analyze your demographics. From financial objectives to employee perceptions, we want to understand every aspect of your business where benefits are involved.

3 – 6 Months prior to Effective Date: Strategic Planning

After taking a hard look at your past performance, present situation and future objectives, we will create a 3- to 5-year forward-looking strategic benefit plan. We will share our industry trend projections with you and discuss how to best prepare today for changes that will affect your plans in the future. Pierce Group Benefits will negotiate with carriers to provide you with options to meet your objectives.

2 Months prior to Effective Date: Implementation

The plan we design for you includes an integrated suite of services and a comprehensive timeline that ensures that the rollout is smooth for your HR team and employees.

Our Benefit Counselors will provide an overview of your Benefits Package to your employees and then meet with them one-on-one to review their individual needs and process their benefit elections. Benefit Communication is our specialty. Even the best benefits package will not be effective without good communication.

Our on-line enrollment system allows us to electronically capture all enrollment requests and transmit to each carrier. Depending on payroll system requirements, many of our clients receive a direct data import with all enrollment updates.

Effective Date and On-going: Account Maintenance

Working in collaboration with your Human Resources team, we will enhance your employee benefits, deliver data analytics and wellness services and improve employee communication.

Benefits Strategy

Throughout the process, we provide the best possible value for your investment in employee benefits.

Throughout the plan year, our Account Executive is monitoring and analyzing how the plan is being used, identifying items of concern, and meeting with you to review reports and determine if any action plans should be implemented.

Based on our clients' wishes, we are available to work directly with your benefits committee throughout the year to provide information but more importantly receive their feedback as to what types of benefits are most important to them.

We stay atop new laws and regulations and endeavor to understand not just the rules, but how they'll affect our clients on a practical level. Our Benefits Consultants work with our clients to keep them apprised of the rules that affect them, and to efficiently and pragmatically resolve their compliance issues.

Pierce Group Benefits is committed to the health and wellness of you and your employees. We will work together to create a structured plan to help you develop, communicate and implement your Wellness Program.

6 Months prior to Next Effective date: Renewal Planning

Eighty percent of all companies experienced health care cost increases last year. The glimmer of good news is that twenty percent held their costs, meaning that there are ways to accomplish this seemingly impossible feat. Most companies have relied on traditional interventions and taken incremental steps such as increasing co-pays, deductibles and employee contributions. These remedies merely add temporary financial relief at the expense of employee perception and satisfaction. We want to work with you on a more comprehensive, long-term approach that re-thinks your entire benefits strategy and helps repair and improve the realities and perceptions of your plan.

Our goal in placing your coverage is to provide you with stability and predictability; therefore we are planning for your renewal at onset. Pierce Group Benefits communicates with the carriers at a minimum of 6 months prior to the renewal date. Our goal is always to have final renewal numbers 90 days prior to the effective date. During this meeting, we would discuss any outstanding issues the client is having with the carrier.

Next, we determine the potential providers based on client feedback and our knowledge of the available providers in your area. We evaluate, among other factors; the ability to provide the requested plan design, provider networks, service issues, underwriting guidelines, wellness initiatives, communications, stability, willingness to negotiate and finally price potential. Our general practice is not to move to different providers on a regular basis so we can show the



Benefits Strategy

providers a willingness to enter into a long term relationship, minimize your administrative time and provide stability for the employee.

Our experience is practical and learned. We have business with most major carriers and understand the strengths and weaknesses of each. We have witnessed many changes in the market and know the providers that actually “do” and those that “say they do”. As part of our objective to be experts in our field, we stay current on changes and new product offerings from providers by attending conferences, conducting meetings with other top brokers and providers in the area and participating in round table discussions and webinars.

As you can see, we expect to be more than a vendor. We want to be a corporate partner that shares in your challenges and is a part of your success.



PIERCE GROUP

PLAN MANAGEMENT



PIERCE GROUP BENEFITS



Benefit Strategy

- Customizable Choices
- Claim Utilization Analysis
- Dependent Audits
- Claim Audits



Employee Education

- Cost Containment Programs
- Health Awareness Programs
- Wellness Incentive Strategy



Plan Design

- Plan Type (PPO, HMO, HSA)
- Cost Sharing Strategy
- Behavior Based Benefits
- Narrower Networks



Compliance

- COBRA, HIPAA, & ERISA
- Section 125 & Qualifying Events
- Health Care Reform

Turn health care data into bottom-line savings



Does your broker provide reliable health care benchmark data?

We can show you how your group's health care claims compare to industry and regional norms, to identify cost and utilization disparities.

Where are the cost drivers in your group's health spending?

Our sophisticated analytics helps us dig deep into your real claims data, to isolate specific cost drivers that we can address with targeted solutions to help manage high health care costs.

Do you have the tools you need to make educated plan design decisions?

Altering plan design is one strategic solution we can implement after analyzing your data, but we take it one step further. With our plan modeler, we let you "test drive" potential changes, so you can see the impact of a change—before making any decisions.



919-577-0700

www.piercegroupbenefits.com

The Benefit of Plan Modeling

Provided by: Pierce Group Benefits

Importance of Plan Modeling

Changing plan designs is an incredibly tough decision for an employer. It's hard to know how changes will impact the overall budget. However, sometimes plan design changes are necessary to manage costs, particularly when cost drivers could be reined in by adjusting plan specifics.

Employers also need to consider how plan design changes will affect current and future employees—providing a quality benefits plan is of vital importance to attract and retain quality employees.

The best solution to this problem is to engage in plan modeling. Plan modeling allows managers to determine the best use of resources and to engage in experimentation without taking on risks.

Insurance Benefits Plan Modeling

Plan modeling makes it possible to ask various questions regarding how claims

would have been paid differently given a modified design.

Many employers start this process by looking at historical claims data and conducting claims analysis to identify problem areas in their health plans. With the results of the analysis, employers can explore potential solutions for lowering costs. (For instance, if emergency room costs were disproportionately high, an employer could consider raising the emergency room copay.)

Even if you are just thinking about making plan design adjustments because you suspect it would drive better claims results, the use of modeling can help you test-drive those changes before implementing them. The results of the modeling will help you see the outcome of suggested changes to your current benefit structure.

Some of the types of decisions plan modeling allows employers to see beforehand include:

- Deductible and coinsurance structure

Plan modeling allows managers to determine the best use of expensive resources and to engage in experimentation without taking on risks.

The Benefit of Plan Modeling

Exhibit 2

- Office visit vs. specialist copay
- Urgent care vs. ER copay
- Different model of health plan (experimenting with an HSA plan, for example)
- Prescription drug tiered rate structure
- Increased efforts at utilizing preventive care

With access to all the data provided by plan modeling, employers are able to uncover ways to help control costs. By viewing how much money new strategies have the potential to save over time, employers eliminate the risk of benefits missteps, like implementing drastic changes to popular benefits offerings.

With these data points, an employer can make educated, strategic decisions that balance its financial benefit with its employees' needs. Some models even illustrate how many employees will be affected by each change, allowing employers to truly balance value and cost.

For most employers, identifying and managing even just a fraction of their costs can generate significant savings. That's because the smallest percentages of identified high-spending areas represent the most promising potential for savings.

The better the model, the greater the potential for cost savings. The more models employers run, the more likely they'll find hidden ways to curb benefits costs. Employers are free to consider novel and cutting-edge changes to employee benefits without having to wait until after implementation to measure success. In a burgeoning, costly area

where employers are trying to limit expenses, plan modeling programs are essential.

Contact Pierce Group Benefits for more information on how to put plan modeling to work for your office.

For most employers, identifying and managing even just a fraction of their costs can generate significant savings.

Pierce Group Benefits
4928 Linksland Drive, Suite 201
Holly Springs, NC 27540

P | 919-577-0700
F | 919-577-0710

www.piercergroupbenefits.com



Pierce Group Benefits
4928 Linksland Drive, Suite 201
Suite 201
Holly Springs, NC 27540

We have analyzed your medical costs to identify savings opportunities. This process included gathering claims data, normalizing the data, and comparing it to two benchmark sources. Your overall health plan costs have been compared to like employers from Kaiser Family Foundation's Annual Report. Utilization and costs for specific cost areas have been compared to your peers from Truven Health Analytics MarketScan Research Database, a repository of more than 30 million claimants and \$100 billion in paid claims. Following are our recommendations based on this analysis.

Your emergency room costs are unfavorable compared to your peers. The number of visits is the driving factor in this discrepancy. Employees accounted for 75% of emergency room visits. Costs were distributed amongst several major diagnostic categories. Because office visit utilization was below the norm, we will target the employee population in an educational campaign designed to promote more efficacious use of the health care system, and shared medical expense. To this end, we will also provide you with recommended plan design changes.

Your costs related to office visits are in line with that of like employers.

Your inpatient behavioral health costs are unfavorable compared to your peers. Utilization is the driving factor in this discrepancy. Employees accounted for 62% of admissions. 14% of claimants with admissions were admitted more than once. Mental diseases and disorders, rather than alcohol/drug use, was the primary reason for admissions. Let's review utilization of your Employee Assistance Program (EAP) and effective ways to communicate benefits and prevention and early treatment to membership.

Compared to employers like you, your costs associated with diabetes are unfavorable. The number of patients, rather than cost per patient, is the driving factor in this discrepancy. The top diagnosis categorized under diabetes was diabetes mellitus without complication type ii or unspecified type not stat (25000) (77% of patients). Employees accounted for 89% of diabetes visits. To keep costs associated with these patients as low as possible, as well as to prevent future cases, we will provide you with materials to educate groups, such as: staying at a healthy weight, eating right, keeping active, and getting recommended screening tests.

Sincerely,

Donna Nixon
Director of Group Benefits

ABC Training Company

Methodology and Enrollment Summary

We analyzed your medical claims experience compared to that of your peers. This comparison will allow you to identify and address potential issues concerning health care utilization and costs. Be sure to review all exhibits for the full scope of this analysis. Make note of large differences between your actual experience and the norm, as this may indicate room for improvement.

This report:

- Displays claims paid from January 1, 2012 to December 31, 2012, but may not reflect all claims incurred over this period.
- Is calculated using the proprietary claims analysis system: Decision Master® Warehouse.

The following counts and assumptions are used to create this report for your company:

Number of employees	777
Number of single contracts	635
Number of single + 1 contracts	0
Number of single + 2 contracts	0
Number of family contracts	142
Total enrolled	1,161

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325840 - January 1, 2012 - December 31, 2012[1]

Health Plan Cost

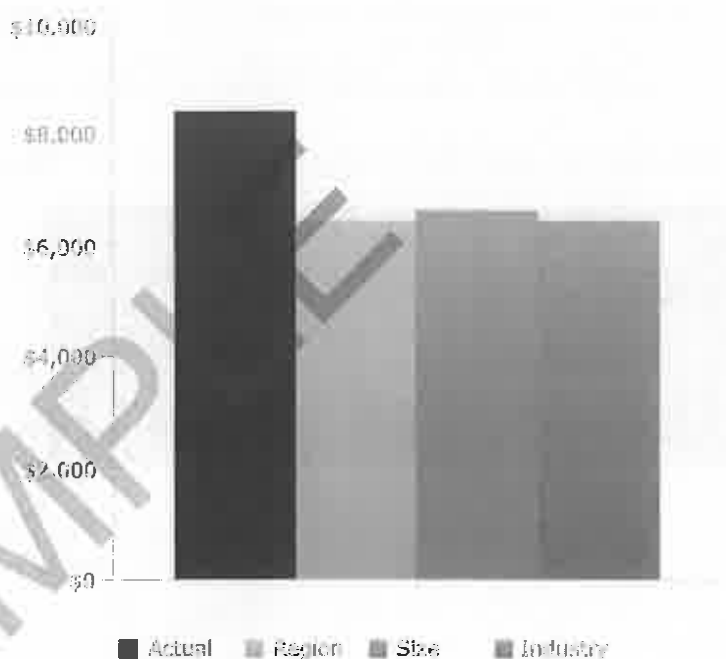
Gauge how your total health plan expense per employee compares to that of other similarly sized employers in your region and industry. Keep in mind:

- Prescription drug and fixed costs shown are based on values provided.
- Claim amounts represent claims paid during the period; they may not reflect all claims incurred over this period.

Region: Midwest
 Industry type: Manufacturing

Points to consider:

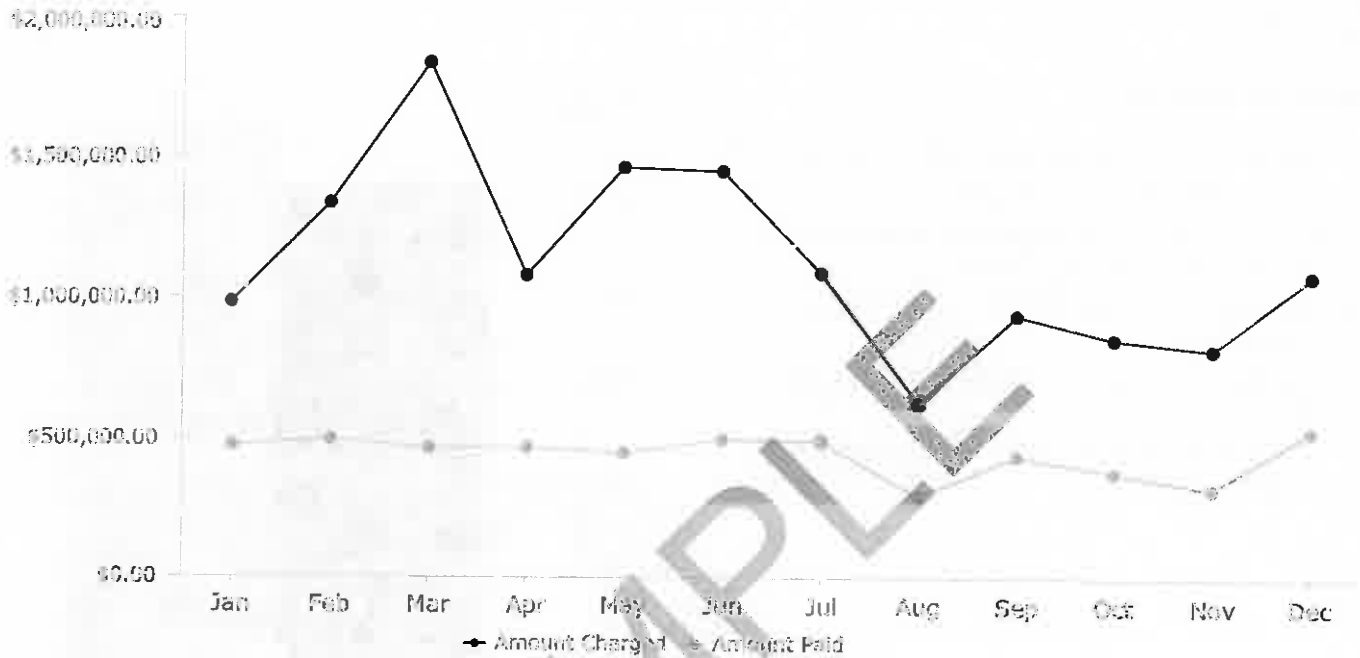
- Do you employ the most appropriate funding method for your health plan?
- Is there a need to review contribution levels or implement a spousal carve-out?
- What impact do catastrophic claims have on your costs?
- Is there a noticeable return on investment for managed care or other cost containment programs?
- Would potential cost savings be achieved if services, such as utilization review and disease management, were unbundled?



Total number of employees	777
Actual cost per employee	\$8,406.53
Total health plan cost	\$6,581,876.41
Norm cost per employee (region)	\$6,441.93
Norm total cost (region)	\$5,005,376.00
Norm cost per employee (employer size)	\$6,628.54
Norm total cost (employer size)	\$5,148,819.00
Norm cost per employee (industry type)	\$6,445.40
Norm total cost (industry type)	\$5,008,079.00

Health Plan Cost Trend

Examine the pattern of your claim charges and payments over the course of the reporting period to identify irregularities or opportunities.



Your Total Health Plan Cost

	Per Employee	Total
Net paid claims (net amount over specific)	\$6,788.53	\$5,275,002
Prescription drug costs	\$910.41	\$707,399
Administrative costs/premium	\$707.19	\$549,484
Actual cost	\$8,406.13	\$6,531,876
Region benchmark	\$6,441.93	\$5,003,378
Employer size benchmark	\$6,026.54	\$4,718,810
Industry type benchmark	\$6,443.40	\$5,009,075

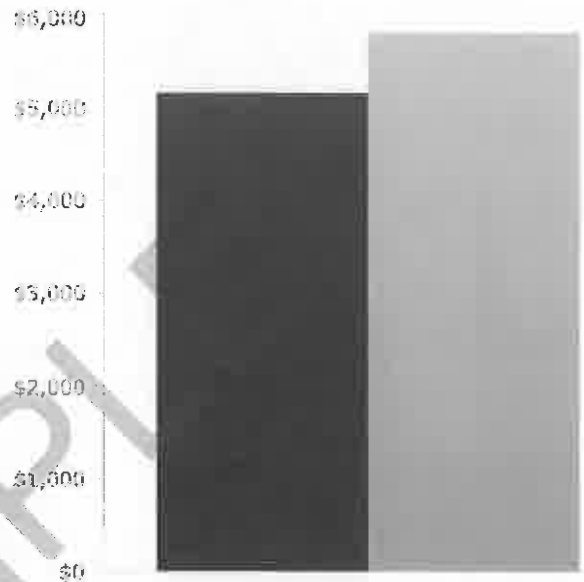
Norm source: "Employer Health Benefits 2012 Annual Survey", The Henry J. Kaiser Family Foundation and Health Research and Educational Trust, September 2012.

Medical Claims Cost

Compare your costs per member with the norm. Administrative and fixed costs are not included; prescription drug expense is included unless otherwise stated. Use this exhibit as your first indication as to whether your claims costs are in-line with your peers, based on benchmarking by location, industry and plan type.

Points to consider:

- Are your costs in-line with that of your peers?
- Is your plan design competitive?
- Do any specific utilization and cost patterns suggest areas of opportunity?
- Are your high costs claims appropriately managed?
- Do you encourage preventive care for your plan participants?
- Would a disease management program help control costs?

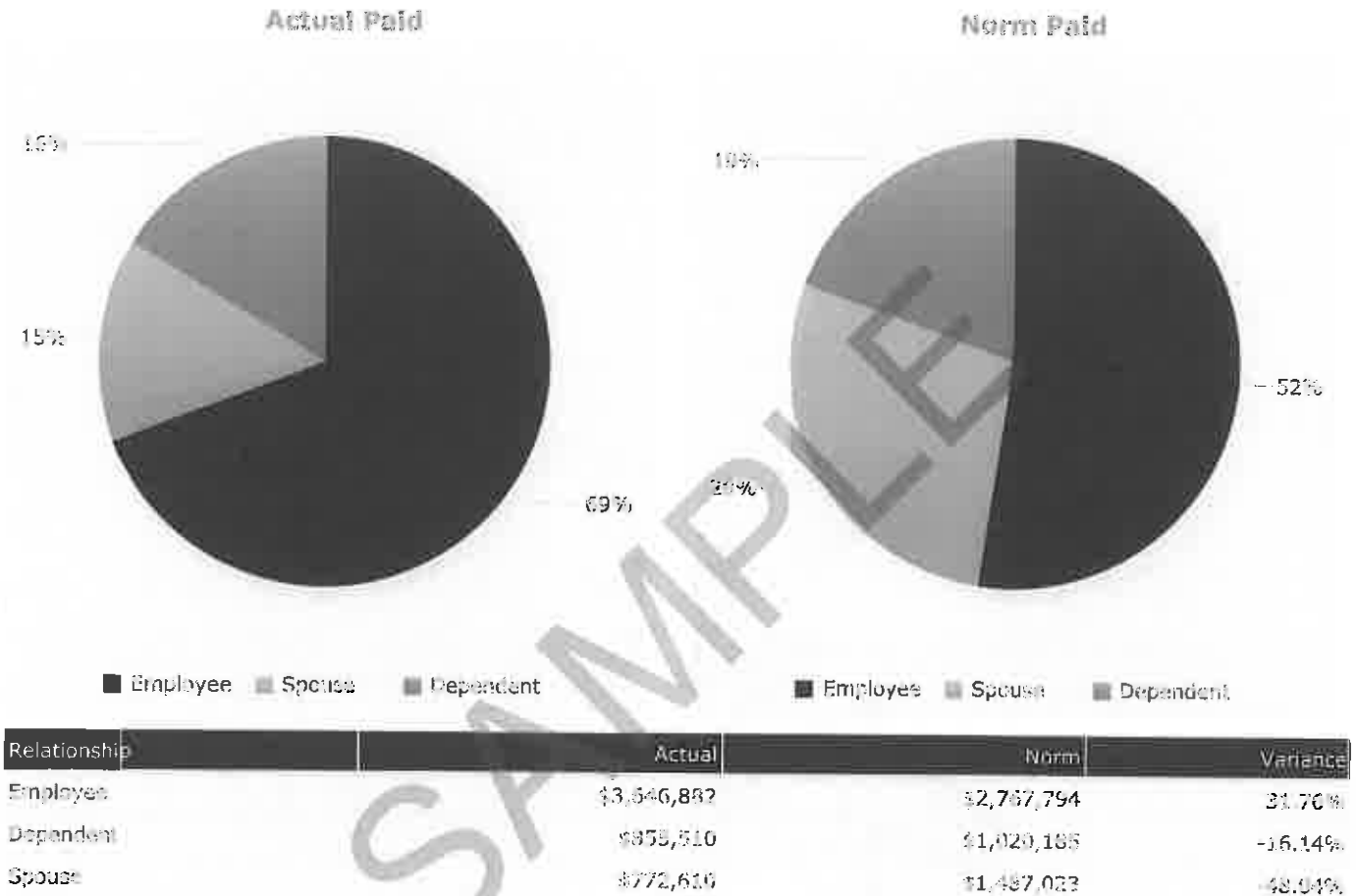


■ Actual Medical Claims ■ Norm medical claims

Actual medical claims/member	\$5,152.79
Norm medical claims/member	\$5,804.68
Percent over/under norm	-11.23%

Employee vs. Dependent Claims

Understand how your company's health care cost distribution by relationship compares to that of your peers, and determine whether that distribution reflects the goals of your health plan.



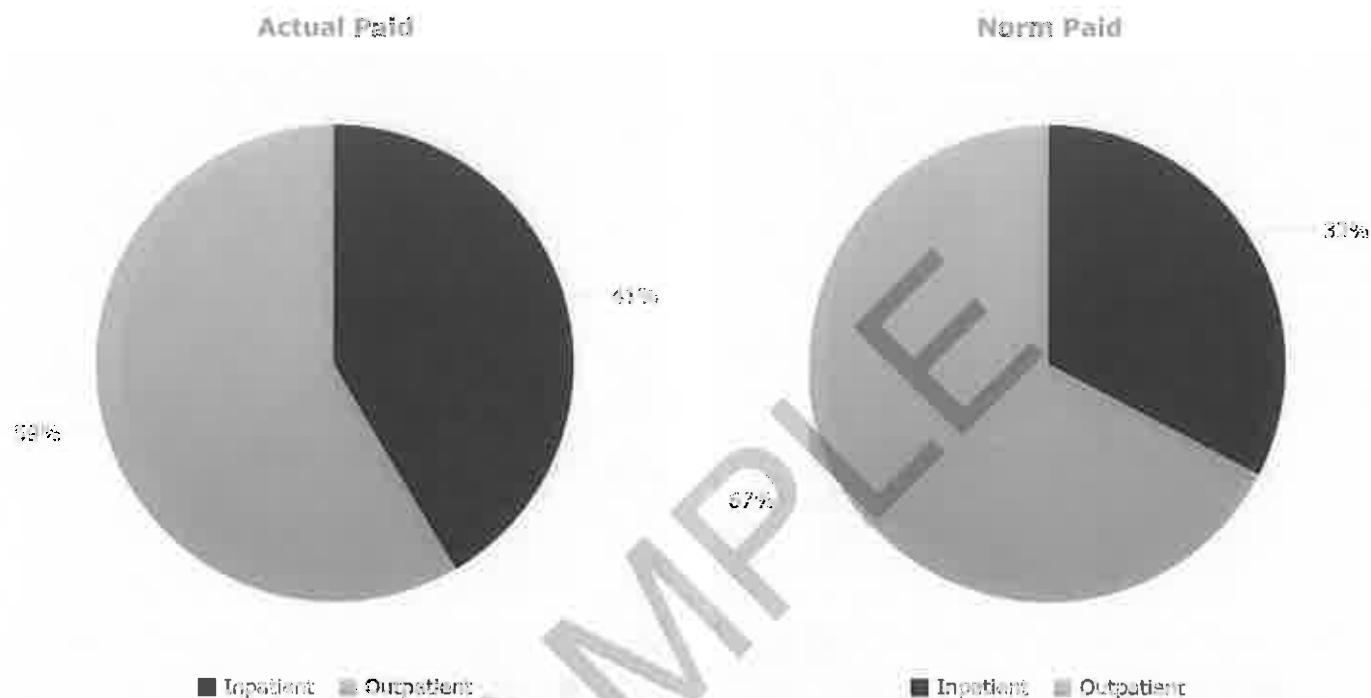
Points to consider:

- Are catastrophic claims skewing the distribution of claim dollars?
- Do you have adequate cost containment strategies in place, and are they being communicated to the correct audiences?
- Are you using contribution strategies and spousal carve-outs to reduce adverse selection against your plan?

Norm source: Copyright © 2013 Truven Health Analytics Inc. MarketScan® Research Databases. All rights reserved.

Inpatient and Outpatient Claims

Assess how the distribution of your paid claims by inpatient versus outpatient setting compares to that of your peers. For this report, the data includes both facility fees (room and board, supplies, and ancillary services) and professional services fees (physician, surgeon, and anesthesiologist).



Network	Actual Paid	Norm Paid	Variance
Outpatient	\$5,087,709.15	\$3,550,695.97	-18.18%
Inpatient	\$2,187,293.28	\$1,719,313.20	27.22%

Points to consider:

- Is inpatient care appropriately managed?
- Are effective disease management programs in place?
- Does your network contain high-quality, fair-cost providers?
- Can your costs be reduced by using pre-authorization mandates?
- Have changing medical treatment patterns shifted medical care environments?

Norm source: Copyright ©2013 Turner Health Analytics Inc. MarketScan® Research Databases. All rights reserved.

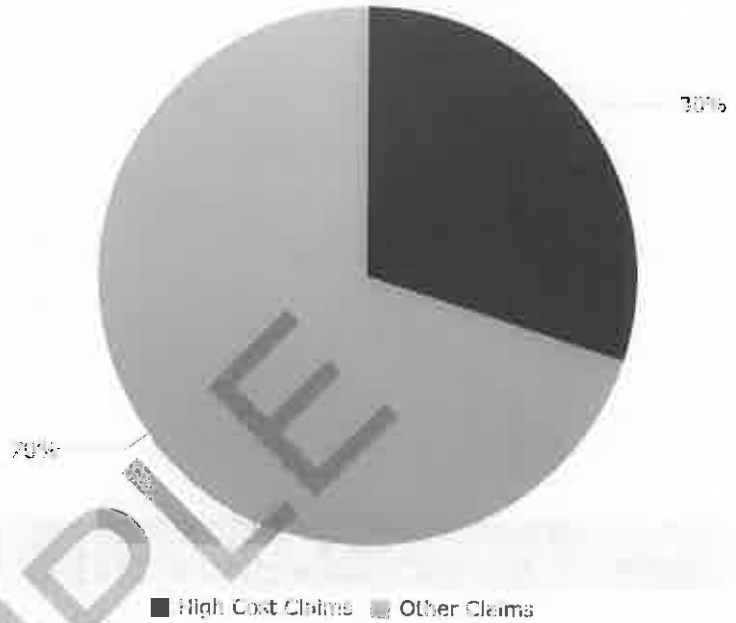
High Cost Claimants

Research the top 10 high cost claimants to observe and measure general health risks present in your population. The top 10 claimants are shown by total claimant paid amount and most costly diagnosis.

Examining high cost claimants provides your company insight into how a small number of participants can be responsible for a large percentage of total claims.

Points to consider:

- Could addressing certain conditions or comorbidities reduce your overall costs?
- Are your managed care strategies effective?
- Would setting stop loss contracts be appropriate?



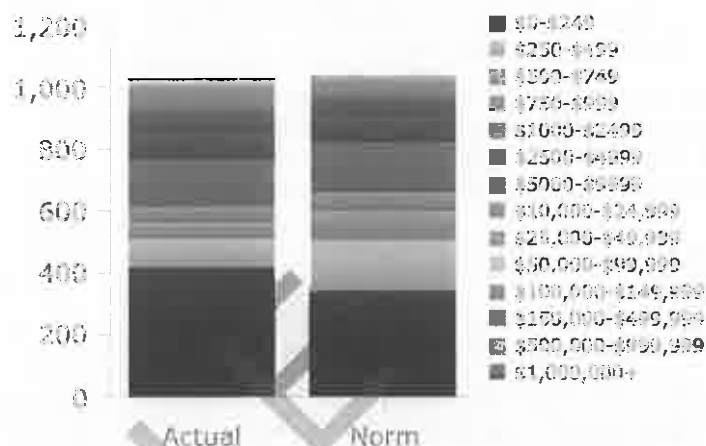
Claimant ID	Paid	Diagnosis
1897	\$349,786	ACUTE RESPIRATORY FAILURE FOLLOWING TRAUMA AND SURGERY
1091	\$309,543	OTHER POSTOPERATIVE INFECTION
1213	\$162,572	ENCOUNTER FOR ANTINEOPLASTIC CHEMOTHERAPY
969	\$172,737	END STAGE RENAL DISEASE
899	\$126,197	ALPHA-1-ANTITRYPSIN DEFICIENCY
1014	\$124,528	PNEUMONIA ORGANISM UNSPECIFIED
1117	\$113,891	COLLES' FRACTURE CLOSED
959	\$103,008	OTHER LATE AMPUTATION STUMP COMPLICATION
1524	\$98,712	CARE INVOLVING OTHER SPECIFIED REHABILITATION PROCEDURE
1227	\$95,071	SECONDARY AND UNSPECIFIED MALIGNANT NEOPLASM OF INTRATHORACIC LYMPH NODES
\$1,591,846		Total Paid
\$1,581,846		Liability

Paid Claims Distribution by Claimant

Consider the distribution of your plan participants by paid amount categories when making decisions related to plan design and risk acceptance. Reversals are included in the <\$0 - \$249 category.

Points to consider:

- Does your plan include appropriate deductible levels?
- What measures could be taken to reduce costs in higher paid categories?



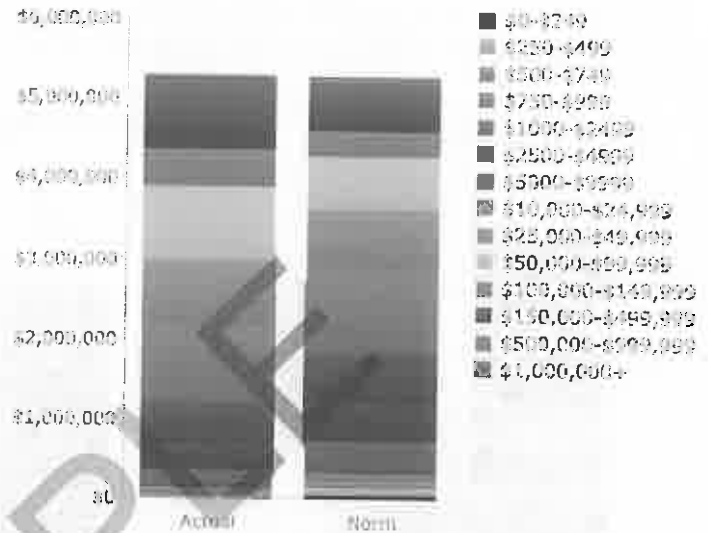
	Actual Claimant Count	Actual Percent of Total	Actual Cumulative Total	Norm Claimant Count	Norm Percent of Total	Norm Cumulative Total
\$0-\$249	419	40.48%	40.48%	349.82	33.20%	33.20%
\$250-\$499	92	8.89%	49.37%	162.81	15.73%	48.93%
\$500-\$749	52	5.02%	54.40%	93.87	9.07%	58.00%
\$750-\$999	51	4.93%	59.32%	59.62	5.75%	63.76%
\$1,000-\$2,499	151	14.59%	73.91%	160.53	15.51%	79.27%
\$2,500-\$4,999	86	8.31%	82.22%	88.49	8.55%	87.82%
\$5,000-\$9,999	76	7.34%	89.57%	59.20	5.72%	93.54%
\$10,000-\$24,999	97	9.31%	98.87%	43.66	4.16%	97.70%
\$25,000-\$49,999	23	2.22%	97.29%	13.67	1.34%	99.04%
\$50,000-\$99,999	14	1.35%	98.65%	6.11	0.59%	99.63%
\$100,000-\$149,999	4	0.39%	99.03%	1.66	0.16%	99.79%
\$150,000-\$499,999	4	0.39%	99.42%	1.55	0.15%	99.94%
\$500,000-\$999,999	0	0.00%	99.42%	0.00	0.00%	99.94%
\$1,000,000+	0	0.00%	99.42%	0.00	0.00%	99.94%

Paid Claims Distribution by Dollars

Consider the distribution of your plan costs by paid amount categories when making decisions related to plan design and risk acceptance. Reversals are included in the <\$0 - \$249 category.

Points to consider:

- Does your plan include appropriate deductible levels?
- What measures could be taken to reduce costs in higher paid categories?



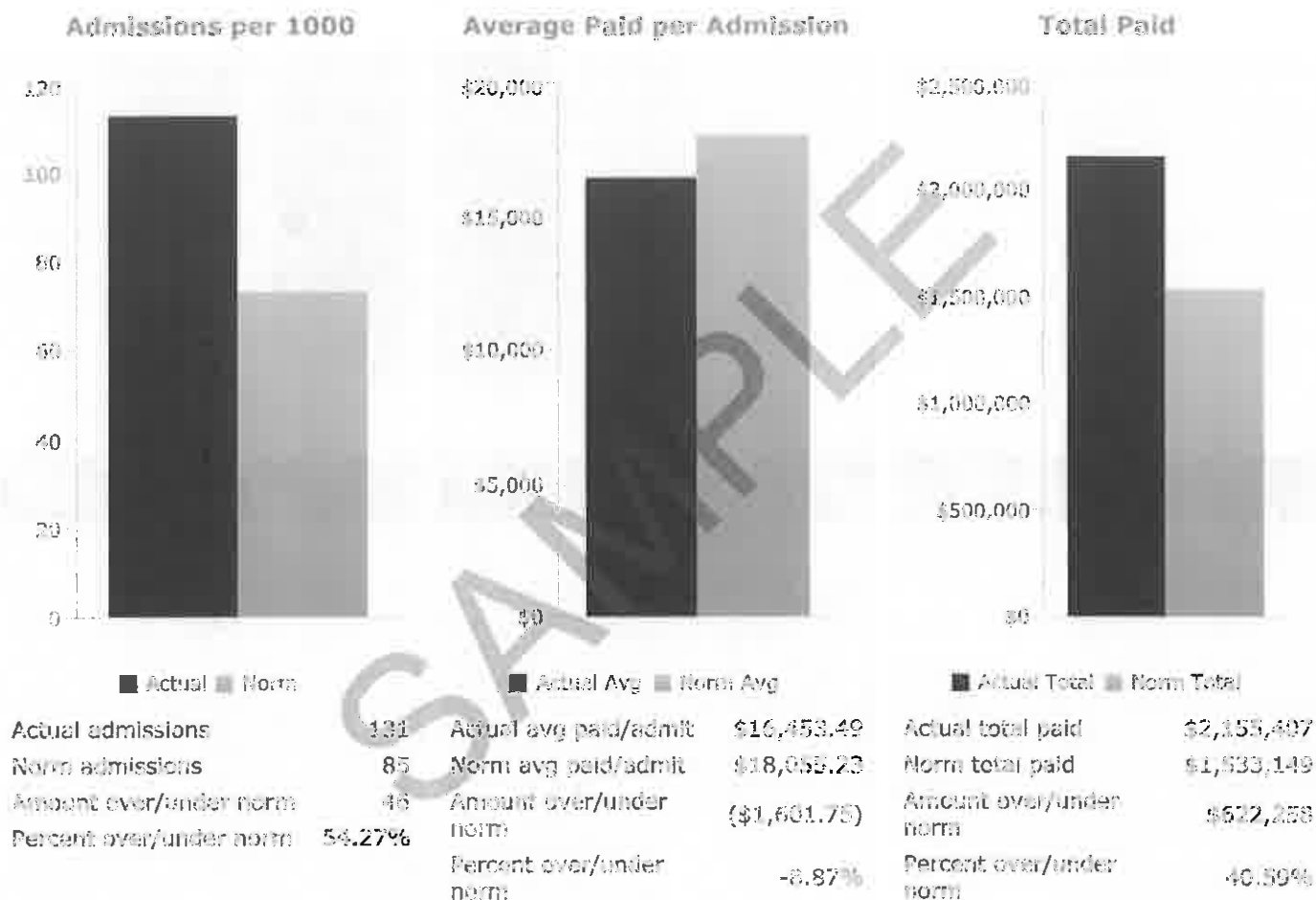
	Actual Total Net Paid	Actual % of Total	Actual Cumulative Total	Norm Net Paid	Norm Percent of Total	Norm Cumulative Total
\$0-\$249	\$21,830	0.41%	0.41%	\$52,759	1.00%	1.00%
\$250-\$499	\$34,152	0.65%	1.06%	\$81,785	1.74%	2.74%
\$500-\$749	\$32,798	0.62%	1.68%	\$89,575	1.70%	4.44%
\$750-\$999	\$44,948	0.85%	2.54%	\$89,180	1.82%	5.96%
\$1000-\$2499	\$243,705	4.62%	7.16%	\$399,645	7.88%	13.54%
\$2500-\$4999	\$302,851	5.85%	13.01%	\$484,773	9.19%	22.73%
\$5000-\$9999	\$559,570	10.61%	23.62%	\$647,770	12.28%	35.01%
\$10,000-\$24,999	\$914,582	17.34%	40.96%	\$1,021,766	19.37%	54.38%
\$25,000-\$49,999	\$611,488	11.59%	52.55%	\$745,085	14.14%	68.52%
\$50,000-\$99,999	\$923,520	17.51%	70.06%	\$662,013	12.55%	81.07%
\$100,000-\$149,999	\$467,425	8.86%	78.92%	\$317,555	6.02%	87.09%
\$150,000-\$499,999	\$920,639	17.45%	100.16%	\$595,020	11.28%	98.37%
\$500,000-\$999,999	\$0	0.00%	100.16%	\$63,300	1.20%	99.57%
\$1,000,000+	\$0	0.00%	100.16%	\$19,518	0.37%	99.94%

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Inpatient Analysis

Gauge inpatient utilization, focusing on frequency and cost of admissions. For this report, the data includes:

- Admissions to an inpatient facility for overnight stays.
- Facility fees, such as hospital room and board, supplies, and ancillary services.
- Professional services fees, such as physician, surgeon, and anesthesiologist.



Points to consider:

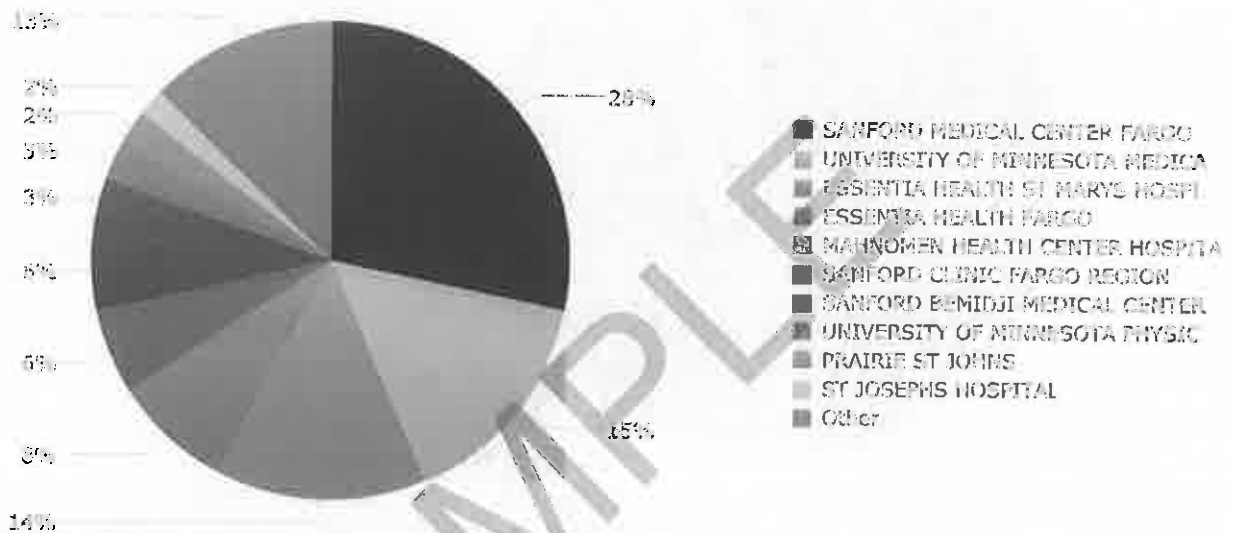
- What are common themes among admissions that could be addressed through education, wellness, or disease management?
- Are catastrophic claimants or provider contracting impacting costs?
- Is inpatient care appropriately managed?

Inpatient Provider Usage

Review the top 10 inpatient providers. For this report, the data includes:

- Facility fees, such as hospital room and board, supplies, and ancillary services.
- Professional services fees, such as physician, surgeon, and anesthesiologist (0 admissions will display).

Inpatient Providers by Percentage



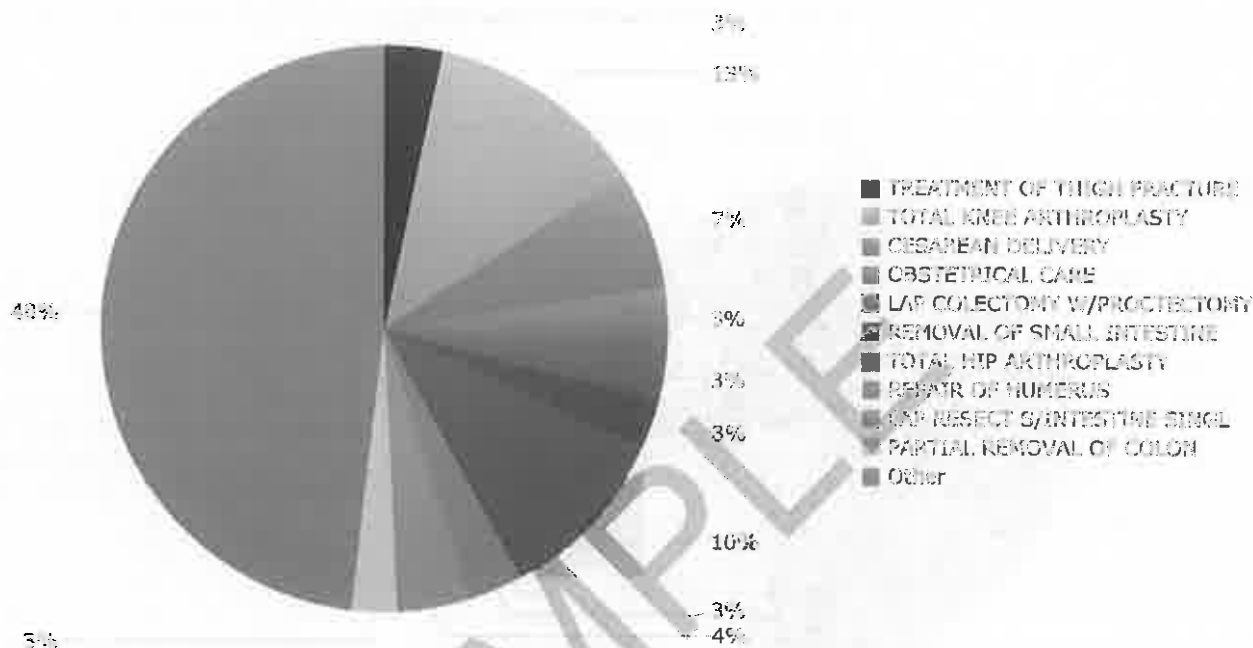
Inpatient Provider	Network	Number of Admits	Total Paid	Percent of All Paid
SANFORD MEDICAL CENTER FARGO	Yes	59	\$609,192	20.26%
UNIVERSITY OF MINNESOTA MEDICA	Yes	4	\$328,510	15.35%
ESSENTIA HEALTH ST MARYS HOSPI	Yes	32	\$308,058	14.29%
ESSENTIA HEALTH FARGO	Yes	9	\$171,421	7.96%
MAHONNEN HEALTH CENTER HOSPITA	Yes	4	\$124,204	5.70%
SANFORD CLINIC FARGO REGION	Yes	51	\$119,460	5.54%
SANFORD BEMIDJI MEDICAL CENTER	Yes	12	\$73,310	3.40%
UNIVERSITY OF MINNESOTA PHYSIC	Yes	2	\$57,700	2.68%
PRAIRIE ST JOHNS	Yes	6	\$50,961	2.30%
ST JOSEPHS HOSPITAL	Yes	2	\$39,656	1.84%

Points to consider:

- How effective is your plan at steering participants to network providers?
- What factors, if any, drive out-of-network utilization?
- Is there an opportunity to negotiate better discounts from your top providers?

Inpatient Surgery

Review the top 10 inpatient surgical procedures. For this report, the data includes surgeon fees (anesthesia, assistant surgeon, facility/supply costs are excluded).



Procedure	Claimants	Total Paid	Average Paid	Percent of Total Paid
TOTAL KNEE ARTHROPLASTY	6	\$15,501	\$2,583.55	12.55%
TOTAL HIP ARTHROPLASTY	1	\$12,482	\$12,482.17	10.10%
CESAREAN DELIVERY	5	\$3,423	\$1,584.61	6.92%
LAP RESECT S/INTESTINE SINGL	1	\$5,170	\$5,170.90	4.19%
OBSTETRICAL CARE	4	\$4,275	\$1,068.75	3.46%
TREATMENT OF THIGH FRACTURE	2	\$4,122	\$2,060.77	3.34%
REPAIR OF HUMERUS	1	\$3,798	\$3,797.63	3.07%
LAP COLECTOMY W/PROCTECTOMY	1	\$3,552	\$3,552.42	2.88%
REMOVAL OF SMALL INTESTINE	2	\$3,474	\$1,737.18	2.81%
PARTIAL REMOVAL OF COLON	1	\$3,308	\$3,307.50	2.88%

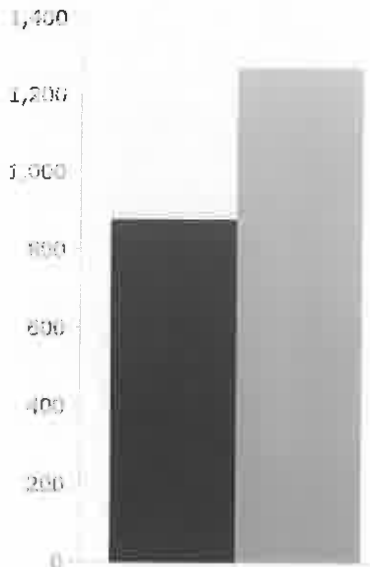
Points to consider:

- Would pre-authorization mandates steer plan participants to a less costly, high quality outpatient setting for certain procedures?
- Is an effective wellness program in place to prevent the need for surgical procedures for some lifestyle related conditions?

Outpatient Surgery

Evaluate your outpatient surgery costs compared to that of your peers. For this report, the data includes surgeon fees (anesthesia, assistant surgeon, facility/supply costs are excluded).

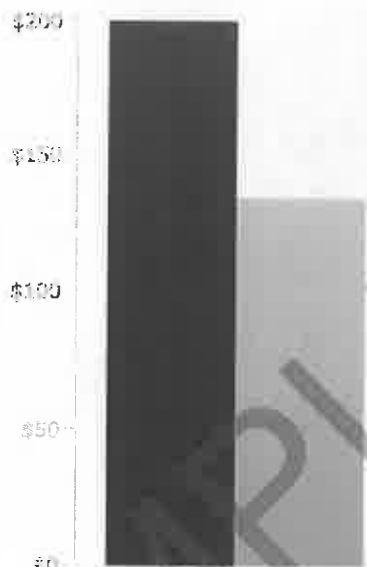
Surgeries per 1000



■ Actual ■ Norm

Actual surgeries	1,017
Norm surgeries	1,466
Amount over/under norm	-449
Percent over/under norm	-30.64%

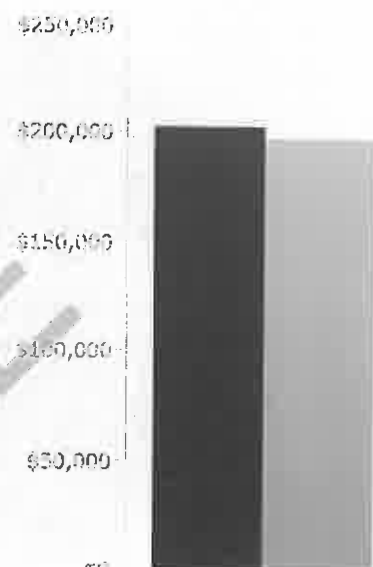
Average Paid per Surgery



■ Actual ■ Norm

Actual average paid	\$198.61
Norm average paid	\$134.22
Amount over/under norm	\$64.39
Percent over/under norm	48.13%

Total Paid



■ Actual Total ■ Norm Total

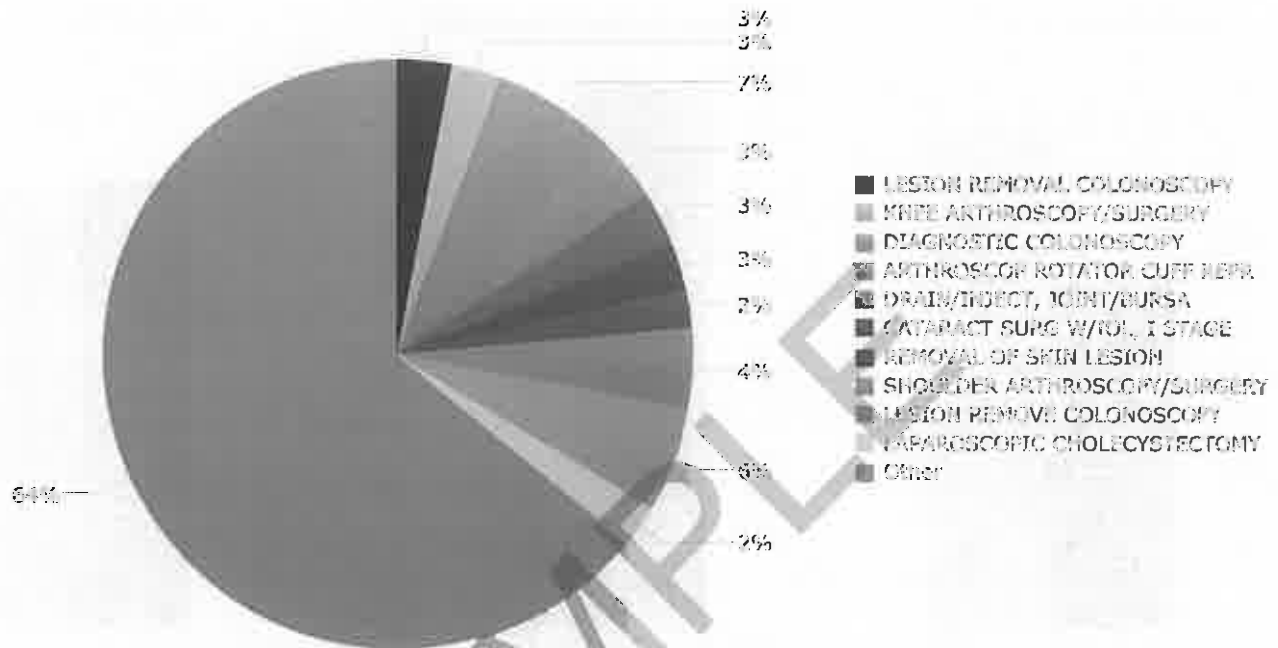
Actual total paid	\$202,186
Norm total paid	\$196,805
Amount over/under norm	\$5,381
Percent over/under norm	2.73%

Points to consider:

- How effective is your plan at steering participants to surgery centers over outpatient hospital settings?
- Are there managed care options that can be considered?
- Is an effective wellness program in place to prevent the need for surgical procedures for some lifestyle related conditions?

Outpatient Surgery by Procedure

Review the top 10 outpatient surgical procedures. For this report, the data includes surgeon fees (anesthesia, assistant surgeon, facility/supply costs are excluded).



Procedure	Claimants	Total Paid	Average Paid	Percent of Total Paid
DIAGNOSTIC COLONOSCOPY	27	\$13,845	\$512.75	6.85%
LESION REMOVE COLONOSCOPY	23	\$11,545	\$502.00	5.71%
SHOULDER ARTHROSCOPY/SURGERY	7	\$8,879	\$1,268.50	4.39%
ARTHROSCOP ROTATOR CUFF REPR	4	\$6,774	\$1,693.55	3.35%
LESION REMOVE COLONOSCOPY	10	\$6,065	\$606.51	3.00%
DRAIN/INJECT, JOINT/BURSA	32	\$6,018	\$188.06	2.96%
KNEE ARTHROSCOPY/SURGERY	7	\$5,450	\$778.50	2.71%
CATARACT SURG W/IDL, 1 STAGE	5	\$5,275	\$1,054.96	2.61%
LAPAROSCOPIC CHOLECYSTECTOMY	4	\$4,632	\$1,157.51	2.32%
REMOVAL OF SKIN LESION	19	\$4,212	\$221.68	2.06%

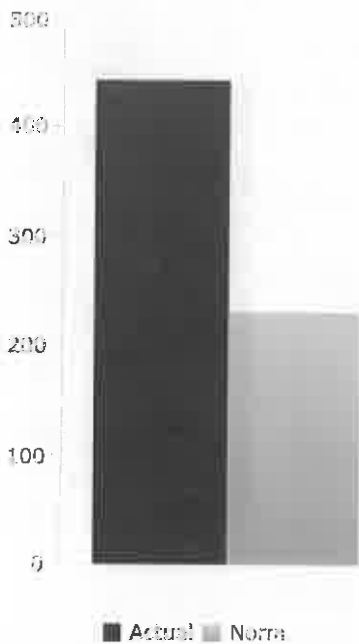
Points to consider:

- Does plan design encourage appropriate use of chiropractic and physical therapy services?
- Is an effective wellness program in place to prevent the need for surgical procedures for some lifestyle related conditions?

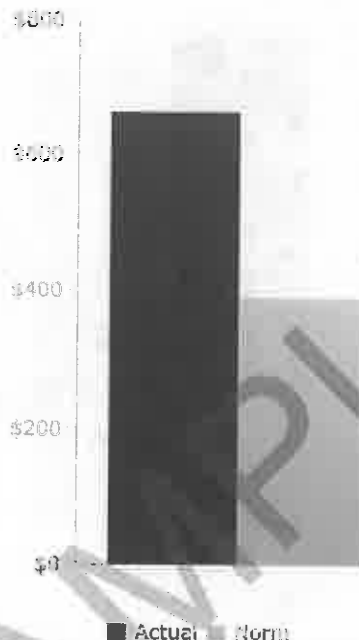
Emergency Room Visits

Gauge your plan's emergency room utilization and costs compared to that of your peers. For this report, the data includes claims that took place in an emergency room setting or included emergency room procedure coding.

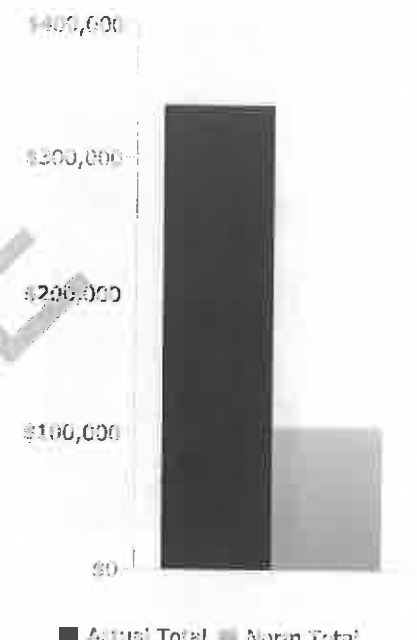
Visits per 1000



Average Paid per Visit



Total Paid



Actual visits	513
Norm visits	268
Amount over/under norm	245
Percent over/under norm	91.60%

Actual average paid	\$660.21
Norm average paid	\$389.58
Amount over/under norm	\$270.63
Percent over/under norm	69.47%

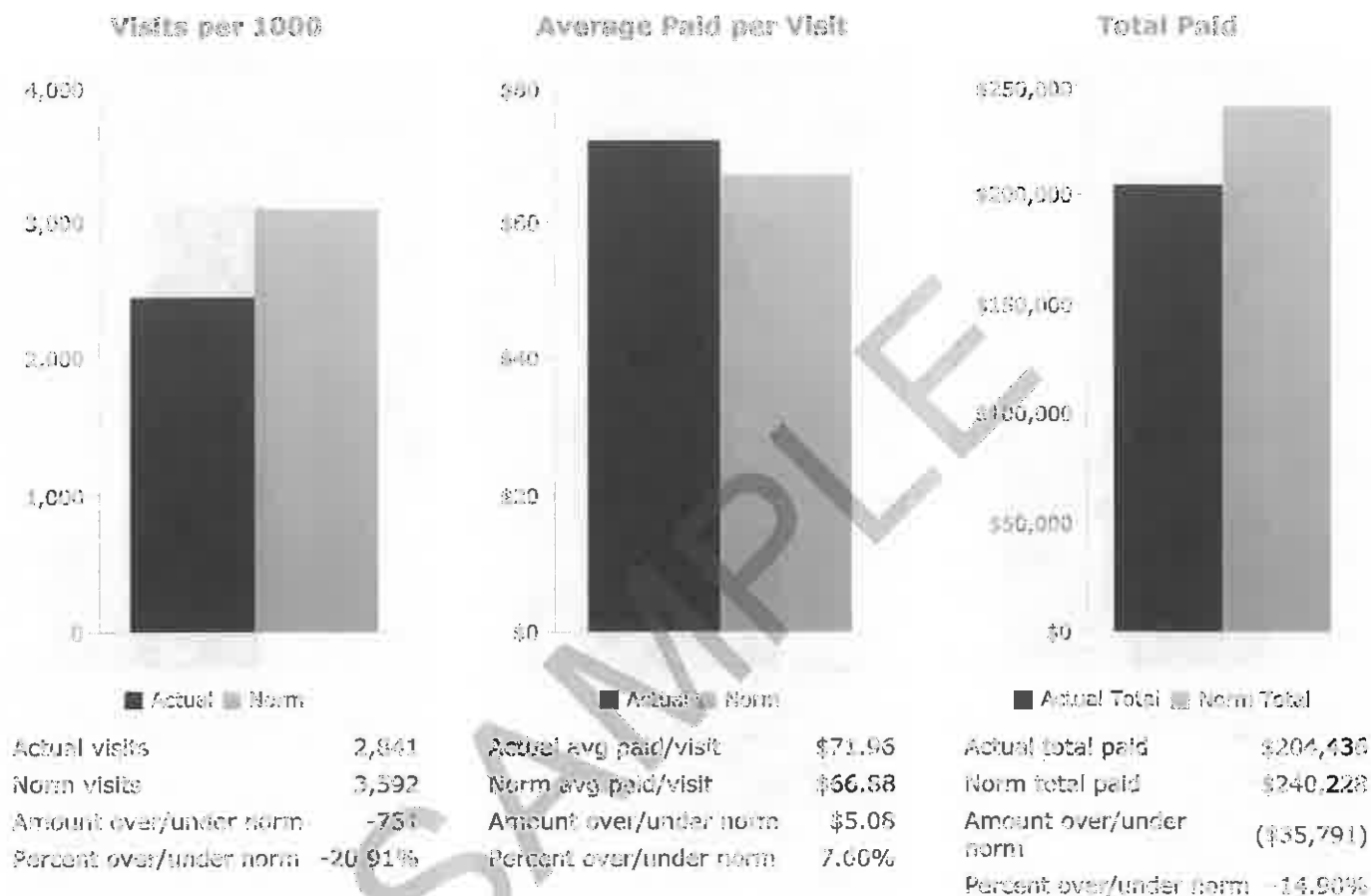
Actual total paid	\$338,668
Norm total paid	\$104,263
Amount over/under norm	\$234,405
Percent over/under norm	224.84%

Points to consider:

- Is your plan design competitive?
- Do your plan designs and communications encourage the use of home care, nurse lines, urgent care centers, and primary care providers?
- Are there ways to encourage use of non-emergency providers, such as workplace policies like, or making participants aware of nearby providers like urgent care centers?
- Could hand sanitizing stations or communication of self-care tips aid in reducing emergency room utilization during cold and flu season?

Office Visits

Gauge your plan's office visit utilization and costs compared to that of your peers. For this report, the data includes claims that were coded as office visit procedures.

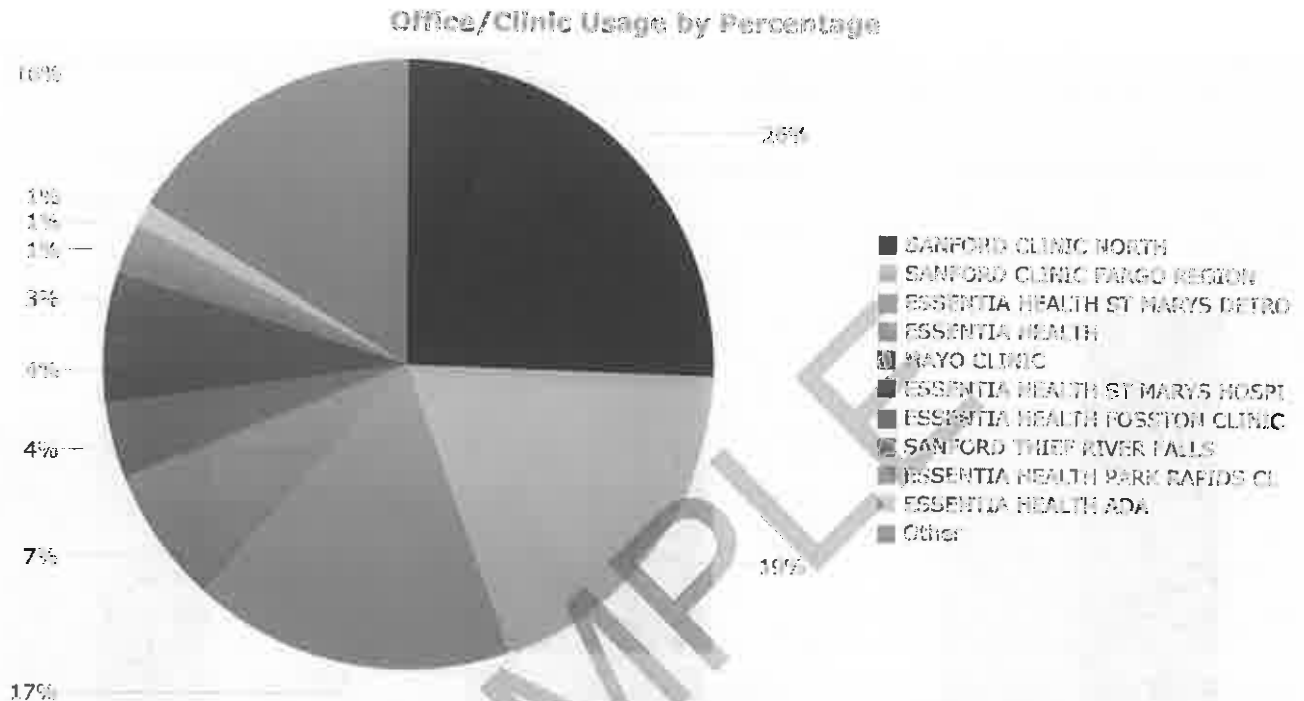


Points to consider:

- Do you provide self-care information for common illness such as colds, ear infections, and allergies at the appropriate seasonal intervals?
- Is your plan design competitive?
- Do you encourage regular visits and follow-ups with a primary care provider?

Office/Clinic Provider Usage

Review the top 10 office or clinic providers.



Provider Name	Network	Number of Visits	Total Paid	Percent of All Paid
SANFORD CLINIC NORTH	Yes	640	\$52,198	25.51%
SANFORD CLINIC FARGO REGION	Yes	305	\$36,801	18.9%
ESSENTIA HEALTH ST MARYS DETORO	Yes	576	\$34,909	17.06%
ESSENTIA HEALTH	Yes	131	\$14,869	7.27%
MAYO CLINIC	Yes	27	\$8,196	4.01%
ESSENTIA HEALTH ST MARYS HOSPITAL	Yes	125	\$7,340	5.59%
ESSENTIA HEALTH FOSTON CLINIC	Yes	148	\$5,742	3.36%
SANFORD THIEF RIVER FALLS	Yes	38	\$2,973	1.45%
ESSENTIA HEALTH PARK RAPIDS CL	Yes	36	\$2,572	1.26%
ESSENTIA HEALTH ADA	Yes	36	\$2,500	1.23%

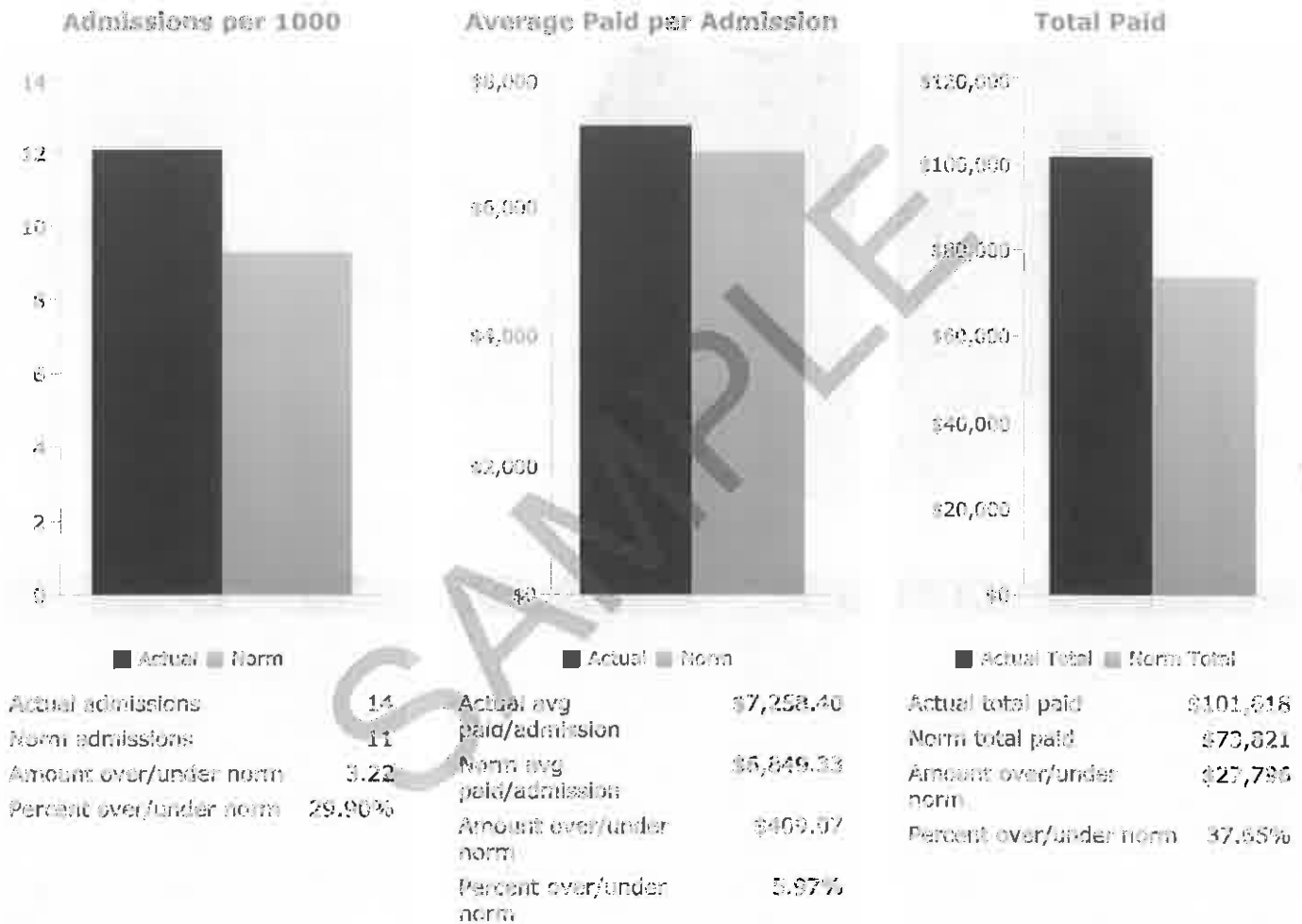
Points to consider:

- If urgent care centers appear in this list, have you considered a communication campaign to encourage participants to use primary care providers?
- How effective is your plan at steering participants to network providers?
- Are there specialists in this list? Have you considered adding higher copays for specialists to encourage primary care provider usage?

Inpatient Behavioral Health

Gauge inpatient utilization for behavioral health care, focusing on frequency and cost of admissions. For this report, the data includes:

- Admissions to an inpatient facility for overnight stays related to substance abuse or mental health.
- Facility fees, such as hospital room and board, supplies, and ancillary services.
- Professional services fees, such as physician, surgeon, and anesthesiologist.

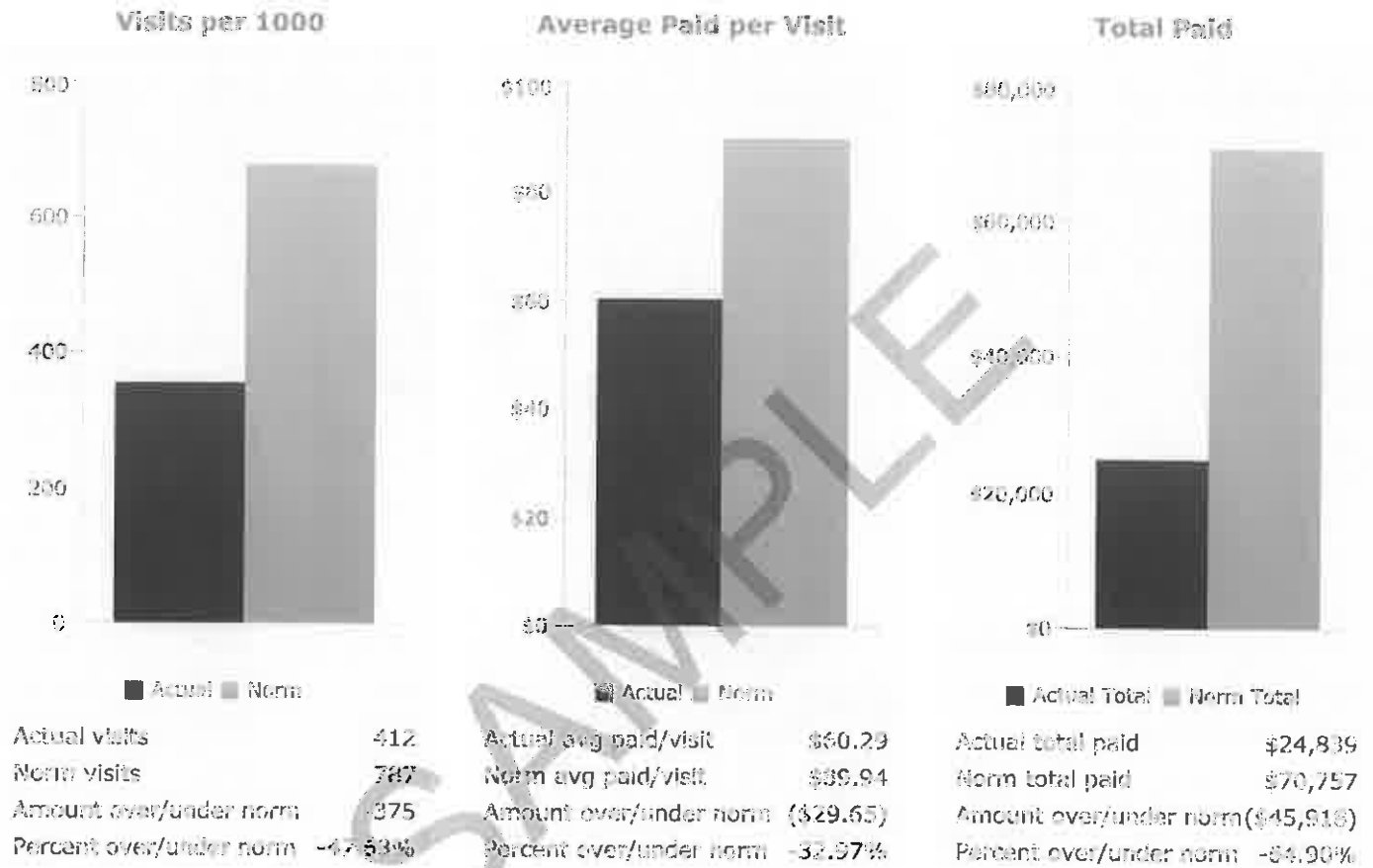


Points to consider:

- Is your plan design competitive?
- Have you considered an employee assistance program (EAP)?
- Does your network include high-quality, low-cost providers?

Outpatient Behavioral Health

Gauge your plan's outpatient behavioral health utilization and costs compared to that of your peers. For this report, the data includes claims that occurred in an outpatient setting for substance abuse or mental health diagnoses.



Points to consider:

- Do you have an effective employee assistance program (EAP)?
- Is word-of-mouth winning out over network communication? If so, is it driving network utilization toward out-of-network providers?

Analysis by Major Diagnostic Category

Evaluate your costs for all possible diagnoses grouped as major diagnostic categories, as established by the American Medical Association.

MDC	Total Paid	Actual % of Total	Norm Total Paid	Norm % of Total	\$ Over/(Under)
Respiratory System	\$517,559	9.01%	\$211,000	4.00%	\$306,559
Kidney and Urinary Tract	\$368,360	6.93%	\$211,000	4.00%	\$157,360
Musculoskeletal System	\$1,027,999	19.49%	\$896,750	17.00%	\$131,249
Blood and Blood-Forming Organs	\$164,751	3.12%	\$52,750	1.00%	\$112,001
Factors Influencing Health Status	\$579,487	10.97%	\$474,750	9.00%	\$104,737
Newborns and Other Neonates	\$149,899	2.84%	\$105,500	2.00%	\$44,399
Infectious and Parasitic Diseases	\$149,720	2.84%	\$105,500	2.00%	\$44,220
Hepatobiliary System and Pancreas	\$125,417	2.38%	\$105,500	2.00%	\$19,917
Endocrine, Nutritional and Metabolic	\$175,200	3.32%	\$158,250	3.00%	\$16,950
Alcohol/Drug Use	\$58,548	1.07%	\$52,750	1.00%	\$5,798
Burns	\$2,408	0.05%	\$0	0.00%	\$2,408
Multiple Significant Trauma	\$0	0.00%	\$0	0.00%	\$0
Eye	\$49,998	0.95%	\$82,750	1.00%	(\$32,752)
Digestive System	\$461,114	8.74%	\$474,750	9.00%	(\$13,636)
Male Reproductive System	\$36,935	0.70%	\$52,750	1.00%	(\$15,815)
Injury, Poisoning and Toxic Effects of Drugs	\$31,296	0.59%	\$52,750	1.00%	(\$21,454)
Neoplasms	\$188,318	3.57%	\$211,000	4.00%	(\$22,681)
Female Reproductive System	\$83,021	1.59%	\$158,250	3.00%	(\$74,630)
Mental Diseases and Disorders	\$76,643	1.45%	\$158,250	3.00%	(\$81,607)
Circulatory System	\$418,713	7.94%	\$527,500	10.00%	(\$108,787)
Nervous System	\$201,643	3.82%	\$316,500	6.00%	(\$114,857)
Skin, Subcutaneous Tissue and Breast	\$190,420	3.61%	\$316,500	6.00%	(\$126,080)
Pregnancy, Childbirth and the Puerperium	\$113,386	2.15%	\$268,750	5.00%	(\$155,355)
Ear, Nose, Mouth and Throat	\$106,593	2.02%	\$268,750	5.00%	(\$162,157)

Points to consider:

- Are there any specific categories that could be further examined to assess whether a disease management strategy would be effective?
- How do catastrophic claims affect specific categories?

Lifestyle

Evaluate your costs for lifestyle related claims, grouped by body system, as defined by and compared to Truven Health Analytics Inc.

Body System	Patients per 1000			Average Paid per Patient			Total Paid		
	Actual	Norm	Variance	Actual	Norm	Variance	Actual	Norm	Variance
Breast	0	0	32.78%	\$7,461.35	\$9,180.71	-18.73%	\$67,152	\$67,220	7.92%
Cardiovascular	22	17	28.64%	\$3,014.00	\$5,331.84	-28.48%	\$66,185	\$107,706	-7.90%
CNS	3	8	-54.38%	\$218.65	\$3,965.85	-24.40%	\$878	\$34,781	-97.49%
Dermatological	3	7	-53.41%	\$2,291.92	\$3,387.00	-68.07%	\$9,166	\$11,051	-21.53%
Endocrine	119	156	-26.64%	\$900.42	\$957.64	151.77%	\$119,756	\$64,843	84.60%
ENT	0	3	166.30%	\$52.79	\$2,005.56	-98.87%	\$293	\$9,823	-96.90%
Gastrointestinal	10	16	-60.63%	\$1,594.03	\$2,616.56	-38.99%	\$50,287	\$59,056	-39.50%
Gynecological	2	2	-4.51%	\$3,312.40	\$7,008.31	-64.15%	\$5,025	\$14,879	-65.77%
Hepatobiliary	11	7	67.06%	\$9,558.78	\$7,592.12	12.69%	\$111,225	\$99,083	68.25%
Immunologic	0	1	-100.00%	\$0.00	\$1,545.19	-100.00%	\$0	\$2,481	-100.00%
Male Genital	3	3	-0.58%	\$9,695.55	\$5,798.77	67.20%	\$29,087	\$17,487	68.23%
Miscellaneous	26	24	8.59%	\$351.81	\$1,059.84	-18.62%	\$25,454	\$26,279	-11.70%
Multisystem	88	145	-39.43%	\$216.82	\$268.27	5.07%	\$22,320	\$38,074	-36.50%
Musculoskeletal	60	55	24.74%	\$2,783.89	\$1,175.85	27.94%	\$222,711	\$139,543	59.60%
Psychiatric	71	52	37.74%	\$757.47	\$619.98	21.37%	\$62,455	\$37,359	67.19%
Renal and UT	3	1	121.61%	\$7,545.26	\$6,351.53	20.37%	\$22,936	\$8,598	166.75%
Respiratory	102	102	-0.07%	\$1,058.10	\$599.65	239.77%	\$219,268	\$71,169	206.00%
Vascular	16	0	71.77%	\$4,124.77	\$2,626.97	57.02%	\$74,246	\$27,528	169.71%
Total	565	615	-9.07%	\$56,322.47	\$61,302.96	-9.76%	\$1,121,837	\$783,459	43.19%

Points to consider:

- Are there any specific systems that could be further examined to assess whether a disease management or communication strategy would be effective?
- How do catastrophic claims affect specific categories?

Preventive Care

Evaluate utilization and costs associated with preventive care, as defined by and compared to Truven Health Analytics Inc.



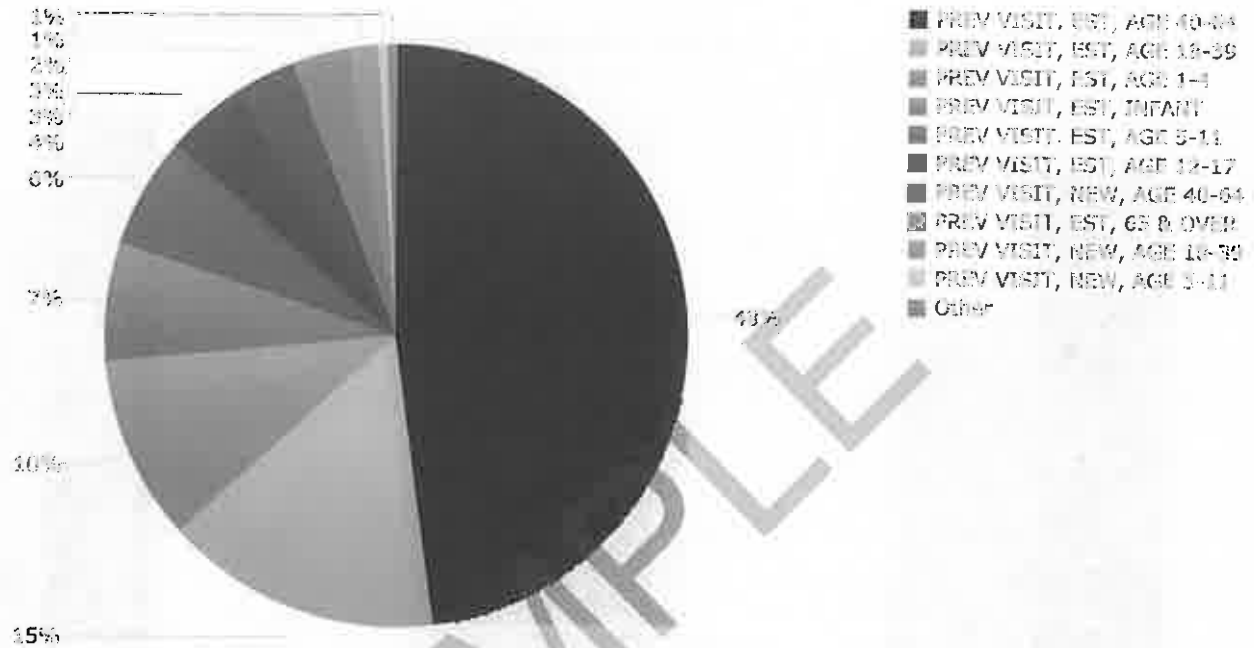
Preventive Care	Actual	Norm	Amount Over/Under Norm	Percent Over/Under Norm
Paid per member per year	\$31.16	\$56.68	(\$25.52)	-45.03%
Visits per 1000	189	426	-237	-55.63%
Services per 1000	229	431	-203	-47.04%
Avg paid per visit	\$164.42	\$133.04	\$31.38	23.59%
Avg paid per service	\$136.50	\$131.49	\$5.01	3.81%
Total paid	\$30,173	\$65,882	(\$39,629)	-60.15%

Points to consider:

- Are plan participants encouraged to use preventive care services?
- Are effective wellness initiatives in place to address needs relevant to your plan participants?

Preventive Care Top 10 Services

Evaluate your top preventive care services. This exhibit incorporates preventive care as defined by Truven Health Analytics Inc.



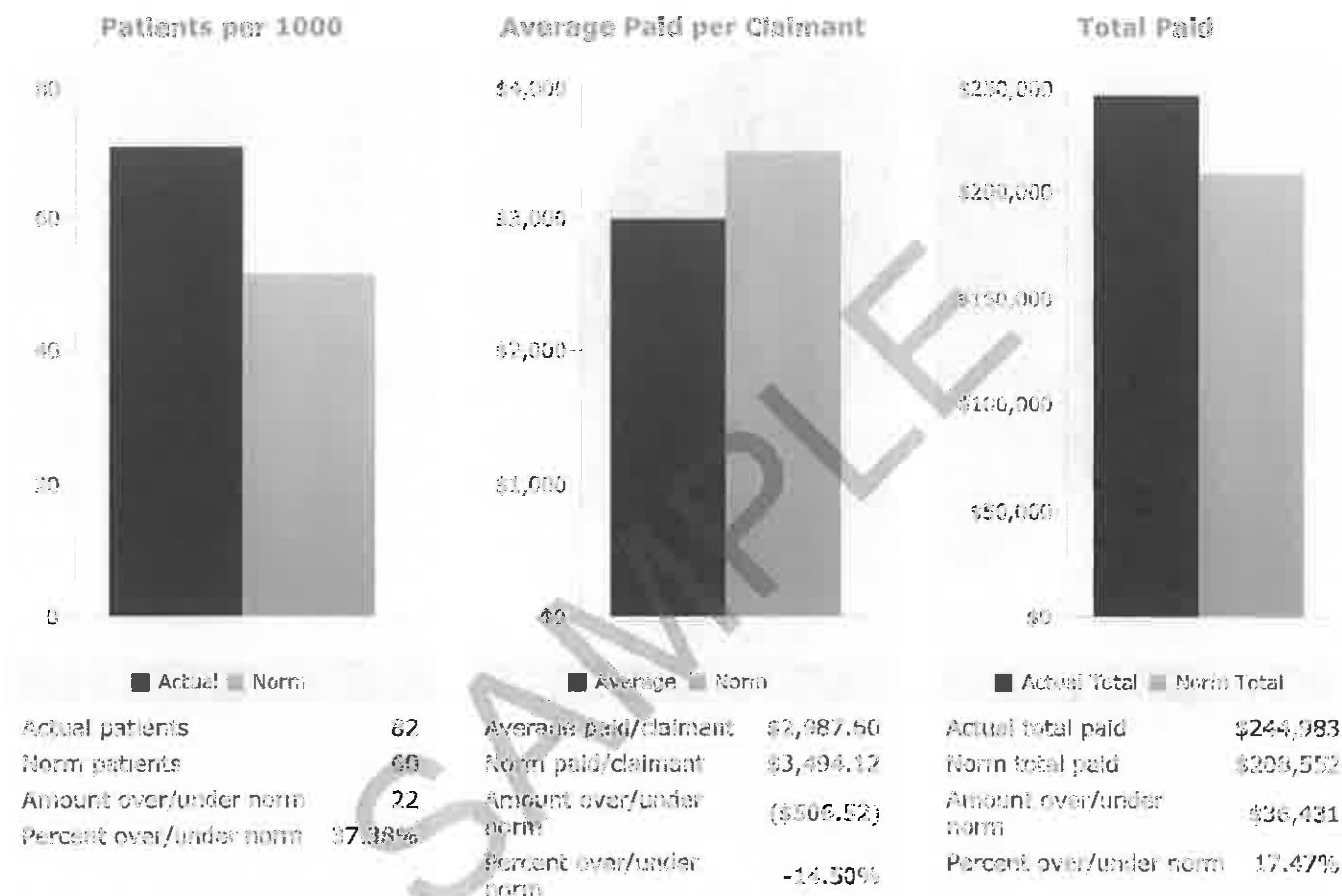
Service	Claims	Total Paid	Average Paid	Percent of Total Paid
PREV VISIT, EST, AGE 40-64	105	\$17,293.27	\$164.70	47.81%
PREV VISIT, EST, AGE 18-39	36	\$6,591.02	\$183.13	15.46%
PREV VISIT, EST, AGE 1-4	35	\$3,703.86	\$105.74	10.23%
PREV VISIT, EST, INFANT	21	\$2,375.34	\$113.07	6.57%
PREV VISIT, EST, AGE 5-11	21	\$2,239.19	\$106.63	6.10%
PREV VISIT, EST, AGE 12-17	17	\$1,598.99	\$93.47	4.39%
PREV VISIT, NEW, AGE 40-64	9	\$1,240.11	\$137.79	3.43%
PREV VISIT, EST, 65 & OVER	10	\$1,162.12	\$116.21	3.21%
PREV VISIT, NEW, AGE 18-39	4	\$591.38	\$147.84	1.63%
PREV VISIT, NEW, AGE 5-11	3	\$191.45	\$63.48	0.50%

Points to consider:

- Are the types of services consistent with your demographics?
- Is there an opportunity to promote specific services through communication and education?

Arthritis

Assess the impact of arthritis on your participants and plan compared to that of your peers. For this report, the data includes only costs associated with the primary diagnosis of arthritis. The total cost of care for an affected patient is not considered in this exhibit.



Points to consider:

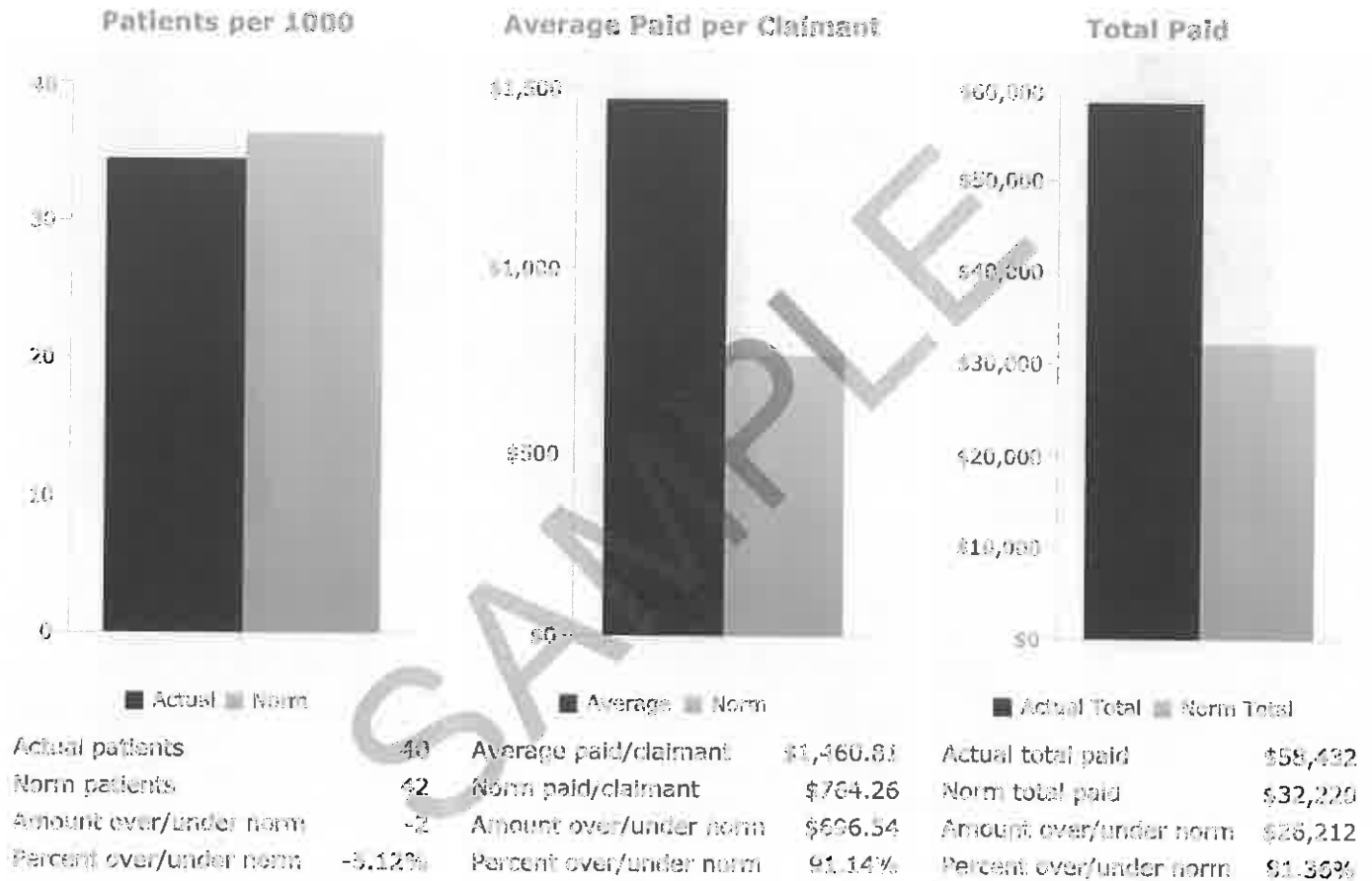
- Is there an opportunity to better manage costs related to arthritis?
- Have you considered starting the conversation with a communication campaign?

For general health information on arthritis, refer to:

- Arthritis Foundation, www.arthritis.org.

Asthma/Chronic Obstructive Pulmonary Disease

Assess the impact of asthma and chronic obstructive pulmonary disease (COPD) on your participants and plan compared to that of your peers. For this report, the data includes only costs associated with the primary diagnosis of asthma or COPD. The total cost of care for an affected patient is not considered in this exhibit.



Points to consider:

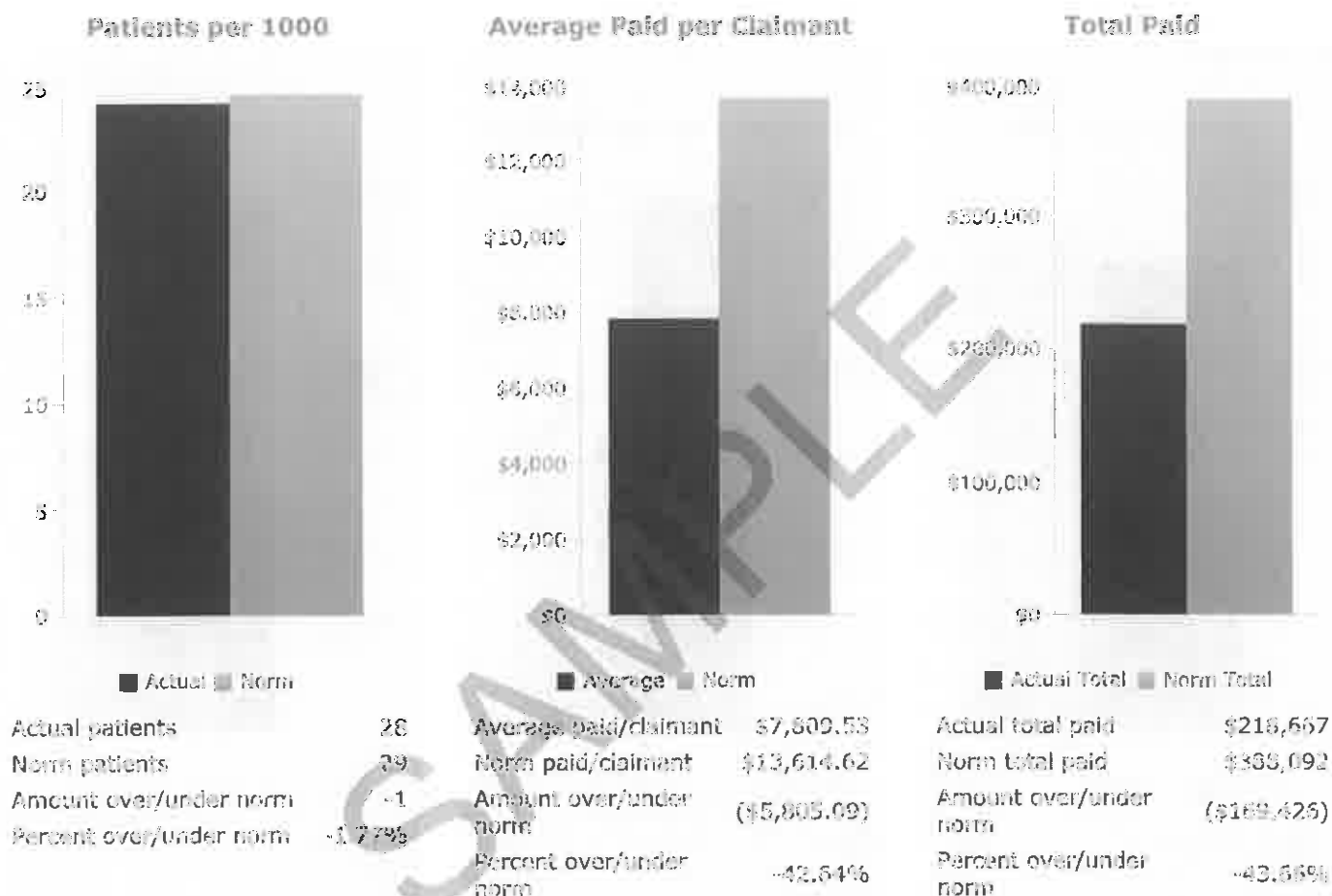
- Is there an opportunity to better manage costs related to asthma and COPD?
- Have you considered starting the conversation with a communication campaign?

For general health information on asthma and chronic obstructive pulmonary disease, refer to:

- American Lung Association, www.lungusa.org.
- Asthma and Allergy Foundation of America, www.aafa.org.

Cancer

Assess the impact of cancer on your participants and plan compared to that of your peers. For this report, the data includes only costs associated with the primary diagnosis of cancer. The total cost of care for an affected patient is not considered in this exhibit.



Points to consider:

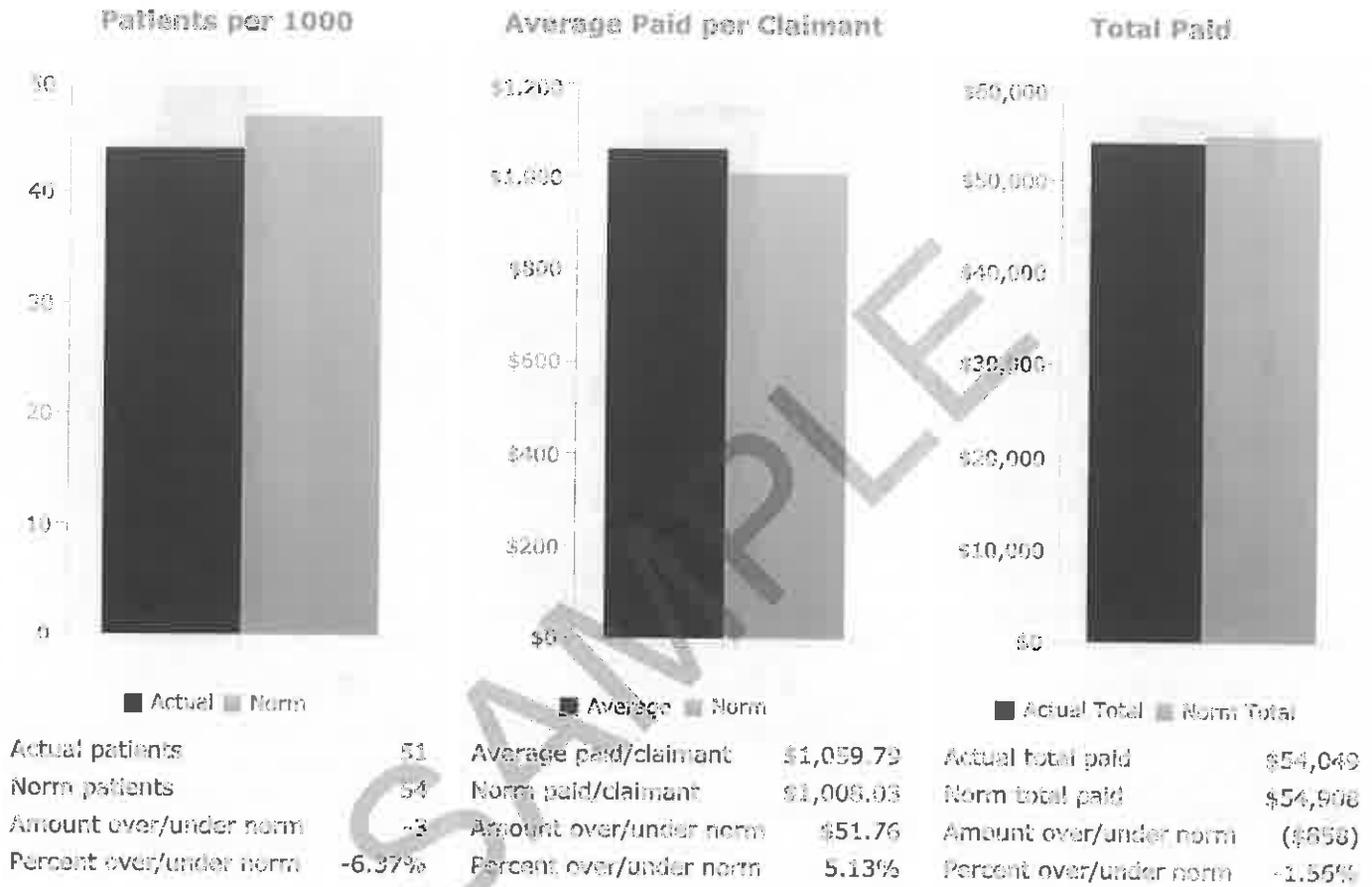
- Is there an opportunity to better manage costs related to cancer?
- Have you considered starting the conversation with a communication campaign?

For general health information on cancer, refer to:

- American Cancer Society, www.cancer.org

Depression

Assess the impact of depression on your participants and plan compared to that of your peers. For this report, the data includes only costs associated with the primary diagnosis of depression. The total cost of care for an affected patient is not considered in this exhibit.



Points to consider:

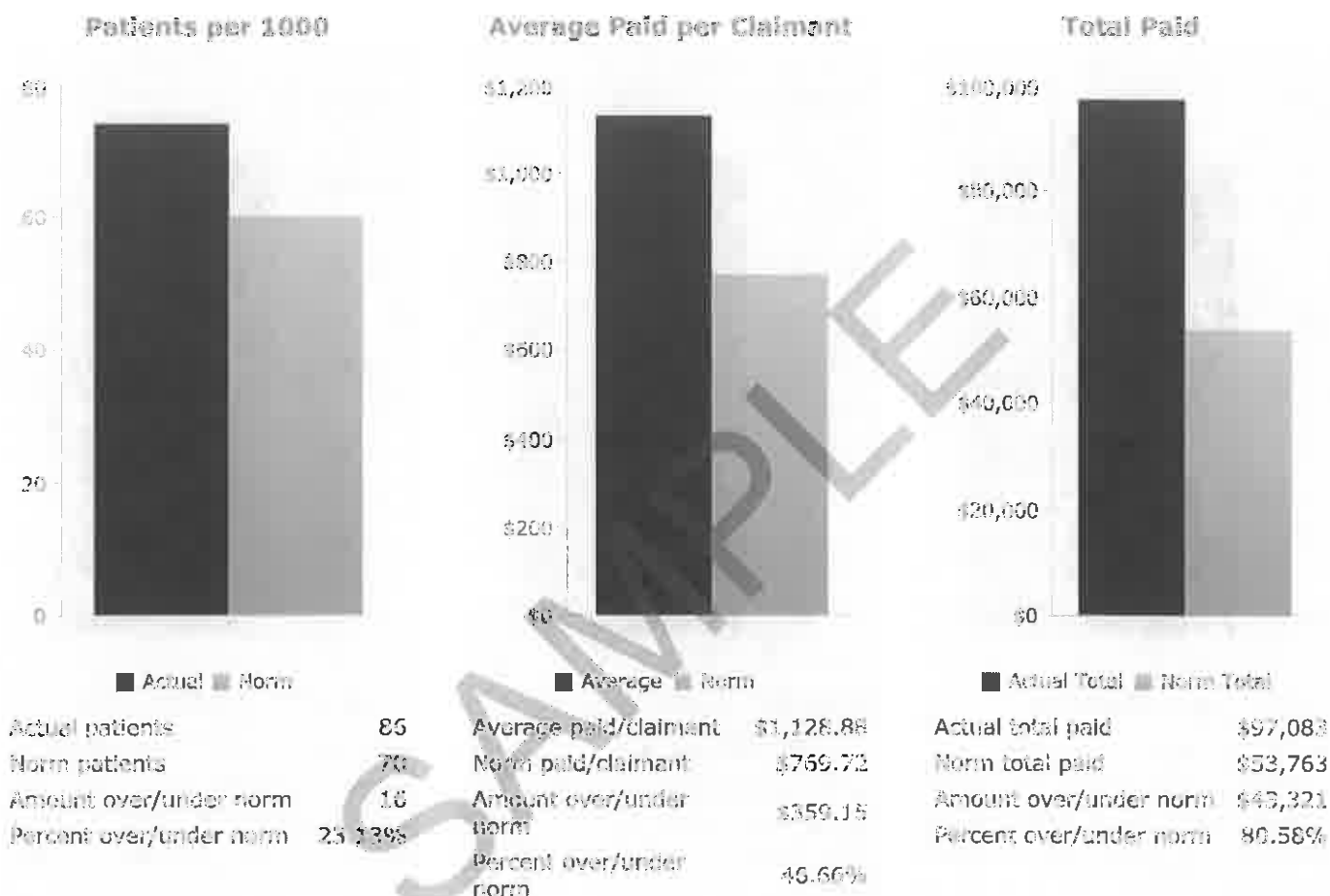
- Is there an opportunity to better manage costs related to depression?
- Have you considered starting the conversation with a communication campaign?

For general health information on depression, refer to:

- National Mental Health Association, www.nmha.org.
- National Institute for Mental Health, www.nimh.nih.gov.

Diabetes

Assess the impact of diabetes on your participants and plan compared to that of your peers. For this report, the data includes only costs associated with the primary diagnosis of diabetes. The total cost of care for an affected patient is not considered in this exhibit.



Points to consider:

- Is there an opportunity to better manage costs related to diabetes?
- Have you considered starting the conversation with a communication campaign?

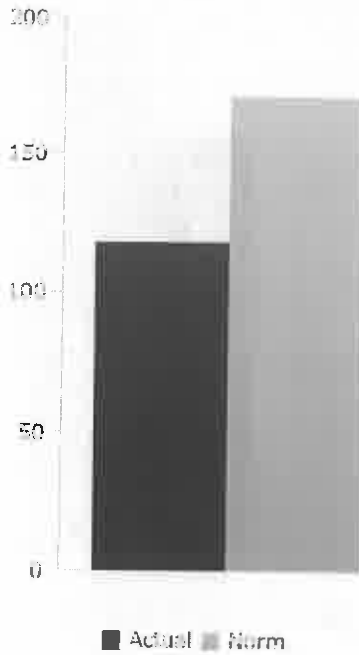
For general health information on diabetes, refer to:

- Centers for Disease Control Prevention, www.cdc.gov/diabetes.
- American Diabetes Association, www.diabetes.org.

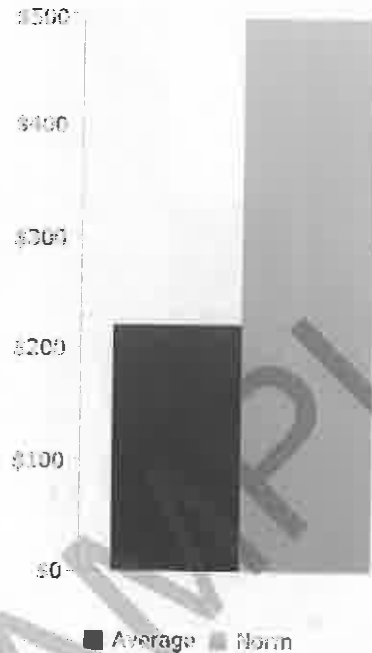
Heart Disease

Assess the impact of heart disease on your participants and plan compared to that of your peers. For this report, the data includes only costs associated with the primary diagnosis of heart disease. The total cost of care for an affected patient is not considered in this exhibit.

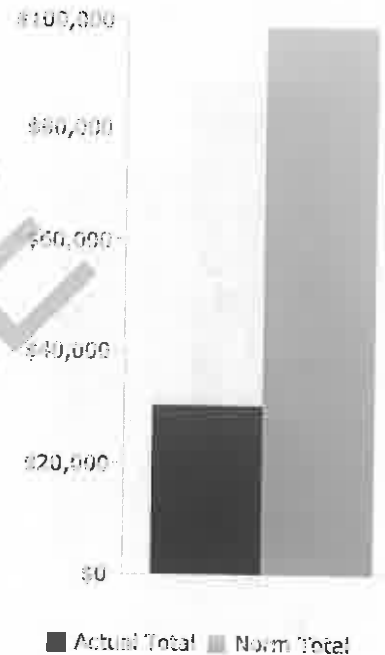
Patients per 1000



Average Paid per Claimant



Total Paid



Actual patients	137
Norm patients	193
Amount over/under norm	-61
Percent over/under norm	-30.78%

Average Paid/Claimant	\$220.91
Norm Paid/Claimant	\$496.19
Amount over/under norm	(\$275.28)
Percent over/under norm	-55.48%

Actual total paid	\$30,265
Norm total paid	\$96,210
Amount over/under norm	(\$67,945)
Percent over/under norm	-69.18%

Points to consider:

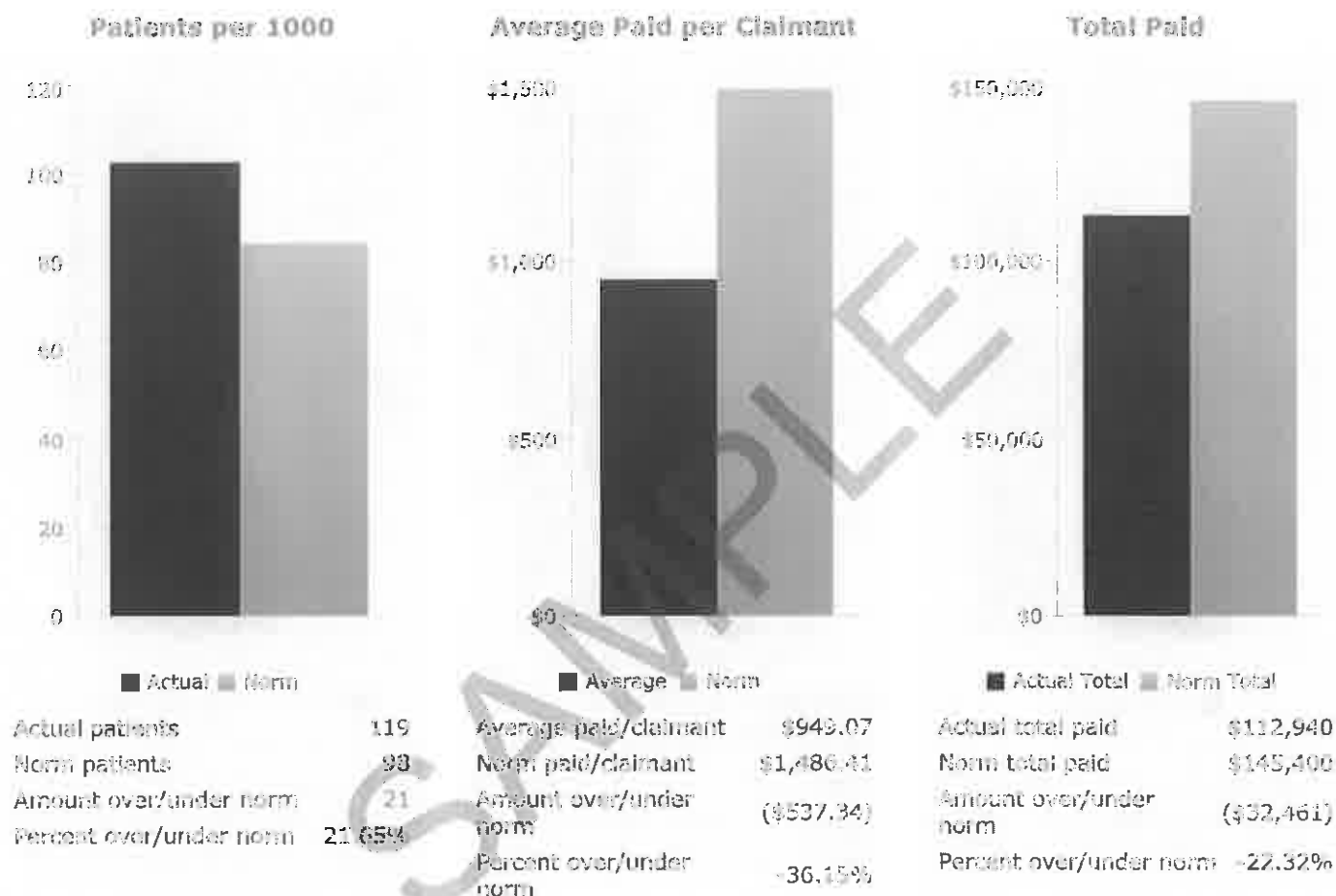
- Is there an opportunity to better manage costs related to heart disease?
- Have you considered starting the conversation with a communication campaign?

For general health information on heart disease, refer to:

- American Heart Association, www.heart.org.

Low Back Pain

Assess the impact of low back pain on your participants and plan compared to that of your peers. For this report, the data includes only costs associated with the primary diagnosis of low back pain. The total cost of care for an affected patient is not considered in this exhibit.



Points to consider:

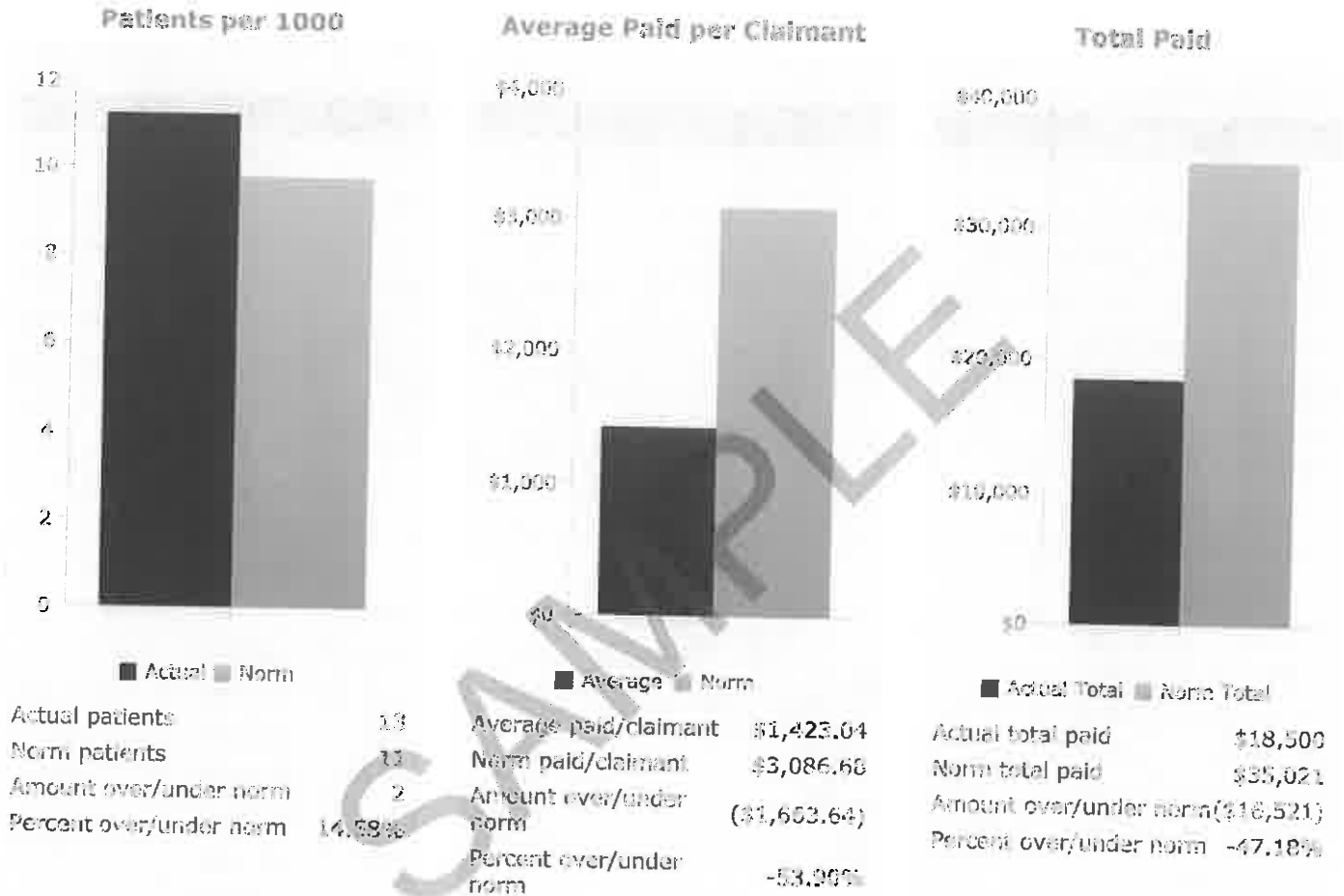
- Is there an opportunity to better manage costs related to low back pain?
- Have you considered starting the conversation with a communication campaign?

For general health information on low back pain, refer to:

- American Academy of Orthopaedic Surgeons, www.orthoinfo.aaos.org.
- American Chiropractic Association, www.acatoday.org.

Obesity

Assess the impact of obesity on your participants and plan compared to that of your peers. For this report, the data includes only costs associated with the primary diagnosis of obesity. The total cost of care for an affected patient is not considered in this exhibit.



Points to consider:

- Is there an opportunity to better manage costs related to obesity?
- Have you considered starting the conversation with a communication campaign?

For general health information on obesity, refer to:

- Centers for Disease Control Prevention, www.cdc.gov/obesity.

ABC Training Company

At - A - Glance

General Information				
Total Employees				777
Total Covered Lives				1,161
Total Claim Charges				\$13,597,479.00
Total Claim Payments				\$5,273,002.94
Area	Actual	Norm	Difference	Experience
Health Plan Costs	\$9,407	\$6,442	30.50%	Unfavorable
Medical Claims Costs	\$5,153	\$5,805	-11.23%	Favorable
Inpatient Analysis - Admissions/1000	110	73	54.37%	Unfavorable
Inpatient Analysis - Average Paid/Admission	\$16,453	\$18,055	-8.87%	Favorable
Maternity Admissions/1000	12	36	-68.72%	Favorable
Maternity Average Paid/Admission	\$5,977	\$4,097	45.89%	Unfavorable
Outpatient Surgery/1000	375	1,203	-30.64%	Favorable
Outpatient Surgery Average Paid	\$199	\$124	48.19%	Unfavorable
Emergency Room Visits/1000	442	251	91.68%	Unfavorable
Emergency Room Average Paid	\$650	\$390	69.47%	Unfavorable
Office Visits Visits/1000	2,447	3,094	-20.91%	Favorable
Office Visits Average Paid	\$72	\$67	7.60%	Unfavorable
Chiropractic Visits/1000	896	1,072	-16.44%	Favorable
Chiropractic Average Paid/Visit	\$16	\$19	-4.49%	Favorable
Physical Therapy Visits/1000	376	568	-33.73%	Favorable
Physical Therapy Paid/Visit	\$9	\$12	-24.86%	Favorable
Radiology Visits/1000	935	1,194	-18.67%	Favorable
Radiology Paid/Visit	\$100	\$180	-44.40%	Favorable
IPMN Admissions/1000	12	9	29.99%	Unfavorable
IPMN Average Paid/Admission	\$7,258	\$6,649	5.97%	Unfavorable
Outpatient Mental Health Visits/1000	155	678	-47.63%	Favorable
Outpatient Mental Health Average Paid/Visit	\$60	\$99	-32.97%	Favorable

Norm source: "Employer Health Benefits 2012 Annual Survey", The Henry J. Kaiser Family Foundation and Health Research and Educational Trust, September 2012.

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325846 - January 1, 2012 - December 31, 2012[32]



PIERCE GROUP BENEFITS

Carrier Diversity

Carrier Diversity

Pierce Group Benefits has the ability to evaluate numerous plan options to find the best benefits for your organization. By maintaining strong relationships with numerous carriers we are able to provide solid, cost effective proposals that meet your needs, not ours.

Pierce Group Benefits is an authorized agent and has coverage placed with the following carriers and Third Party Administrators:

ACS Benefit Services, Inc	Interactive Medical Systems
Aetna	LegalShield
Allstate	Lincoln Financial Group
AlwaysCare	MedCost Benefits Services
AmWins Group Benefits	Meritain Health
American General Life	MetLife
Ameriflex	Monumental Life
Ameritas Life Insurance Corporation	Mutual of Omaha
Anthem Blue Cross Blue Shield of Virginia	NCLM
Assurant Employee Benefits	OptiCare Vision
Blue Cross Blue Shield of North Carolina	OptumRx
Ceridian	Partners Rx
Cigna Health Care	Primary PhysicianCare
Citizens Security Life Insurance Company	Principal Financial Group
Colonial Life	Purchasing Power
Community Eye Care	Reliance Standard
Companion Life	Spectera Vision
Coventry HealthCare	SunLife Financial
Crescent Health Solutions	Superior Vision
Dearborn National	TASC
Delta Dental	The Hartford
EyeMed Vision Care	The Standard
Flores & Associates	United Concordia
First Carolina Care	United HealthCare
Genworth Financial	UNUM
Guardian Life	US Able
Humana	VPI
Integra Employer Health	VSP

**More Choices.
Better Plans.
Cost Savings.**



You know your health plan, what it costs and how it works. You even know how to handle plan administration. Unfortunately, this familiarity and comfort can come with a cost.

If your agent isn't presenting you with at least three plan options from three carriers, how can you be sure you're getting the best prices, or the best benefits that make the most sense for your group?



IT'S THAT SIMPLE.

Pierce Group Benefits Brings You CHOICES By Providing Multiple Health Plan and Carrier Options:

- Compare multiple health plan and carrier options
- Acquire cost-savings at the employer and employee level
- Compare options and choose a plan that meets your group's needs
- Include features that impact trend and utilization

After comparing plan options and a decision is made, Pierce Group Benefits offers transition services to manage the legwork and help reduce administrative headaches. This ensures that the transition to a new health insurance plan is a smooth and seamless one.



Transition Services Include:

- A Comprehensive Communication Strategy • Electronic Enrollment Services
- Payroll Import Capabilities • Dedicated Account Management
- On-site Wellness Services • Claims Utilization Reviews



Telephone: 888.662.7500 • www.PierceGroupBenefits.com
4928 Linksland Drive, Suite 201 • Holly Springs, NC 27540



PIERCE GROUP BENEFITS

Compliance

Compliance

One of the most challenging aspects of supporting and managing an employee benefits program is staying in compliance with a multitude of federal, state, and local laws, regulations, and rules. The risks and consequences of noncompliance continue to grow, and enforcement actions can be unforgiving and costly.

Legislation like HIPAA, COBRA, USERRA, ADA, FMLA, the Medicare Modernization Act, and the Affordable Care Act has heightened the anxiety level of many HR departments. Already asked to do more with fewer resources, HR departments must now ensure the separation of health plan and employment information, ensure the privacy of that information, comply with more than a dozen notice obligations (requiring notice to different persons, at different times, in different ways) and more.

Our Benefit Consultants will analyze your situation and provide solutions and suggestions tailored to help you ensure proper compliance with applicable requirements. Pierce Group Benefits provides valuable, prompt and matter-of-fact compliance assistance to clients through direct publications, email alerts, webinars, seminars, and more. Our compliance resource is comprised of attorneys and a staff of experienced subject matter experts who continually monitor regulatory developments to keep our clients up-to-date about new rules and how they are affected by them.

Our compliance resources include the following:

- Timely Compliance Alerts and Compliance Updates on new regulations and modifications
- Health Care Reform support
- Cafeteria plan compliance support
- HIPAA compliance support to support employer privacy and security requirements
- Medicare Part D support
- Federal and state regulatory support
- Client resource portal which provides guidance on 1000s of HR topics

We stay atop new laws and regulations and endeavor to understand not just the rules, but how they'll affect our clients on a particular level. Our Benefit Consultants work with our clients to keep them apprised of the rules that affect them, and to efficiently and pragmatically resolve their compliance issues.

MyWave Connect™

Your One-stop Resource



Welcome to a whole new way of working — MyWave® is your personalized website that allows you to effortlessly access Wellness, Compliance and HR resources.

It's designed to offer you time-saving tools and resources that build convenience into managing your everyday work tasks. It's easily accessible, hardworking and just one of the many services available to you when you partner with us at Pierce Group Benefits.



**PIERCE GROUP
BENEFITS**

919. 577. 0700
www.piercegroupbenefits.com

Health Care Reform

Access valuable health care reform resources, including legislative updates, explanations and timelines for you, plus educational materials for your employees.

Posting Center

Our document posting capabilities allow a seamless exchange of information from our agency to you, accessible 24/7.

Documents on Command

Provides instant access to a library of downloadable articles covering a variety of topics – right when you need them.

Compliance

Get exclusive access to comprehensive guides full of federal legislation regarding COBRA, ARRA, HIPAA, HIPAA Privacy, Section 125, health care reform and FMLA.

HealthShop

HealthShop offers comprehensive, health information in ready-to-print newsletters to help your employees make informed health care decisions.

Resources

Contains links to industry-related websites from the convenience of your MyWave HR site.

Provided By Pierce Group Benefits

Health Insurance Mandates

State health insurance mandates are laws regulating the terms of coverage for insured health plans. Mandates can affect various parts of health insurance plans as follows:

- **Benefit mandates** require health insurance plans to cover specific treatments, services or procedures. In some cases, however, benefit mandates require issuers to *offer coverage* for specific treatments, services or procedures to employers for purchase.
- **Provider mandates** require health insurance plans to pay for services provided by specific health care professionals. Often, provider mandates are in the form of *nondiscrimination mandates* that require coverage only if the health plan already reimburses services within the scope of the health care professional's practice.
- **Person mandates** require health insurance plans to cover specific categories of people.

Additional mandates for health plans exist at the federal level. For instance, effective for plan years beginning on or after Jan. 1, 2014, the Affordable Care Act (ACA) requires non-grandfathered plans in the small group and individual markets to provide coverage for items and services designated as "essential health benefits." Health plan sponsors and issuers should work with their advisors to determine how to comply with applicable federal and state mandates.

This Employment Law Summary contains a chart outlining Virginia's benefit, provider and person mandates for insured group health plans issued in the state. Please keep in mind that the following chart does not address federal benefit mandates, such as the ACA's mandates.

Also, coverage for small employers (50 or fewer employees) is not required to include all of the state benefit mandates described below. It is, however, required to include the benefit mandates for mammograms, pap smears, prostate-specific antigen testing and colorectal cancer screenings. These small employer plans are also subject to certain provider nondiscrimination mandates. (Effective Jan. 1, 2016, the definition of "small employer" is amended to include employers with 100 or fewer employees.)

BENEFIT MANDATE	DESCRIPTION
<p>Autism spectrum disorder (effective Jan. 1, 2012)</p>	<p>Coverage for the diagnosis and treatment of autism spectrum disorder in individuals from age two through age six. "Autism spectrum disorder" means any pervasive developmental disorder, including: autistic disorder; Asperger's Syndrome; Rett syndrome; childhood disintegrative disorder; and pervasive developmental disorder-not otherwise specified.</p> <p>The diagnosis of autism spectrum disorder includes medically necessary assessments, evaluations or tests to diagnose whether an individual has an autism spectrum disorder.</p> <p>The treatment for autism spectrum disorder includes the following medically necessary care:</p> <ul style="list-style-type: none"> • Behavioral health treatment;

Health insurance mandates differ from state to state and often contain detailed criteria. This chart provides a general overview of health insurance mandates and is provided to you for general informational purposes only. It summarizes mandates contained in state statutes, but does not include references to other legal resources (such as supporting regulations, or formal or informal opinions of state departments of insurance), unless specifically noted. Please seek qualified and appropriate counsel for further information and/or advice regarding the application of health insurance mandates to your employee benefit plans.
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Compliance Bulletin

Annual Medicare Part D Notices Are Due by Oct. 14, 2015

Provided by Pierce Group Benefits

Quick Facts

- Medicare Part D imposes disclosure requirements on employers with group health plans that provide prescription drug coverage to Medicare-eligible individuals.
- Plan sponsors must provide the annual Medicare Part D creditable coverage disclosure notices to individuals before Oct. 15, 2015.
- Model notices are available for employers to use.

Employers whose health care plans include prescription drugs must notify Medicare-eligible individuals by Oct. 14 of each year whether the drug coverage is “creditable.”

Employers with group health plans that provide prescription drug coverage to individuals who are eligible for coverage under Medicare Part D must comply with certain annual disclosure requirements.

Each year, Medicare Part D requires group health plan sponsors to disclose to individuals who are eligible for Medicare Part D and to the Centers for Medicare and Medicaid Services (CMS) whether the prescription drug coverage is creditable.

Group health plan sponsors must provide the annual Medicare Part D creditable coverage disclosure notices to Medicare-eligible individuals **before Oct. 15, 2015**—the start date of the annual enrollment period for Medicare Part D.

The creditable coverage disclosure notice alerts individuals as to whether their plan’s prescription drug coverage is at least as good as the Medicare Part D coverage (in other words, whether their prescription drug coverage is “creditable”). Medicare beneficiaries who are not covered by creditable prescription drug coverage and who

choose not to enroll in Medicare Part D before the end of their initial enrollment period will likely pay higher premiums if they enroll in Medicare Part D at a later date.

Model Notices

CMS has provided **two model notices** for employers to use:

- A Model Creditable Coverage Disclosure Notice for when the health plan’s prescription drug coverage is creditable; and
- A Model Non-creditable Coverage Disclosure Notice for when the health plan’s prescription drug coverage is not creditable.

These model notices are also available in Spanish on the CMS website.

Employers are not required to use the model notices from CMS. However, if the model language is not used, a plan sponsor’s notices must include certain information, including a disclosure about whether the plan’s coverage is creditable and explanations of the meaning of creditable coverage and why creditable coverage is important.





Health Care Reform Bulletin

IRS Releases 2015 Draft Forms for Employer Reporting of Health Coverage

Provided by Pierce Group Benefits

Quick Facts

- On June 16, 2015, the IRS released 2015 draft forms for Sections 6055 & 6056 reporting.
- Instructions for the 2015 forms have not yet been released.
- The 2015 draft forms are largely unchanged from the 2014 versions.
- These are draft versions only and should not be filed with the IRS or relied upon.

On June 16, 2015, the IRS released 2015 draft versions of forms that employers will use to report under Sections 6055 and 6056. Except for a few minor changes, the 2015 draft forms are largely unchanged from the 2014 versions.

The Affordable Care Act (ACA) created new reporting requirements under Internal Revenue Code (Code) Sections 6055 and 6056. Under these new reporting rules, certain employers must provide information to the IRS about the health plan coverage they offer (or do not offer) or provide to their employees. Reporting is first required in 2016, related to coverage offered or provided in 2015.

On June 16, 2015, the Internal Revenue Service (IRS) released 2015 draft versions of the forms that employers will use to report under Sections 6055 and 6056. Instructions for the 2015 forms have not yet been released.

1. **Form 1094-B** and **Form 1095-B** will be used by entities reporting under **Section 6055**, including sponsors of self-insured group health plans that are not reporting as applicable large employers (ALEs).
2. **Form 1094-C** and **Form 1095-C** will be used by ALEs that are reporting under **Section 6056**, as well as for combined reporting by ALEs who sponsor self-insured plans that are required to report under both **Sections 6055 and 6056**.

Except for a few minor changes, as explained below, the 2015 draft forms are largely unchanged from the 2014 versions.

These 2015 forms and instructions are **draft versions only** and should not be filed with the IRS or relied upon for filing. The IRS may make changes prior to releasing final 2015 versions.

2015 Draft Forms

The 2015 draft forms are largely unchanged from the 2014 versions. However, the following minor changes were included in the 2015 draft versions:

- The 2015 draft Form 1095-C includes an additional field, titled "Plan Start Month." This new field is **optional for 2015**, but will be required for 2016 and beyond. For 2015, ALEs can choose to:
 - Add this field and provide plan year information;
 - Add this field and enter "00"; or
 - Leave this new field out (thus using the 2014 format).
- The 2015 draft Form 1095-B and Form 1095-C include a "Continuation Sheet" that





PIERCE GROUP BENEFITS

Wellness

Wellness

Pierce Group Benefits is committed to the health and wellness of your employees. We will work together to create a structured plan to help you develop, communicate and implement a Wellness Program designed especially for you. We believe the mission of wellness in the workplace is to coach employees through various channels in self-responsibility and lifestyle behaviors that influence health and well-being, work performance, and health care throughout their lifetimes.

Following is a brief overview of the services we provide:

- Assist in establishing and structuring a diverse wellness committee.
- Create and develop customized wellness newsletters on a predetermined schedule.
- Generate and produce customized wellness surveys. Pierce Group Benefits will tabulate the results and report back to staff and/or wellness committee.
- Recommend and assist in establishing wellness campaigns throughout the year.
- Aid in the promotion and the utilization of resources available to employees.
- Support in building relationships with local wellness vendors such as hospitals, gyms, nutritionists, etc. Provide resources for comprehensive health fair.
- Provide access to multiple preferred wellness providers at our discounted rates.

The types of data we collect in order to determine the wellness strategy for your organization includes:

- your organization's medical-claims breakdown for the last three years
 - prescription-drug claims
 - employee absence information
 - employee assistance program use
 - disability claims
 - demographics & company culture

Each carrier has its own approach to wellness and Pierce Group Benefits always includes those options when evaluating/recommending health proposals. Pierce Group Benefits wants to be sure that your wellness efforts bring results therefore it is crucial to measure improvement throughout the process.

HEALTHwise

A HEALTH & WELLNESS PLAN FOR EMPLOYEES



Wellness Program Tips & Suggestions

1. Partner with local hospitals. If they decide to partner with you, they oftentimes coordinate health screenings and participate in health fairs. Other organizations such as Weight Watchers, American Health Association, American Cancer Society and the like may choose to participate in health fairs as well.
2. Partner with local gyms, nutritionists, chiropractors, and drug stores. They may be interested in participating in your wellness program or offering incentives such as discounts or free sessions for wellness challenge winners.
3. Utilize your resources. The State Health Plan's NC HealthSmart wellness program offers a wealth of resources to help you plan, design, implement and track the results of a variety of challenges and activities.
4. Hold lunch and learns. Since many teachers typically can't get away for lunch, this type of initiative can aid in providing valuable health and wellness information. It's also provides a great way for staff to get together and discuss health goals, share tips, ask questions and brainstorm future activities.
5. Post a health tip of the week on your website or send it out via e-mail. Or, hang flyers in a break room or in a frequently occupied area.
6. Send out a monthly newsletter full of helpful information. Each newsletter can include information such as previous challenge results, upcoming events, healthy recipes, and any other pertinent information.
7. If funding permits, offer incentives that will encourage participation in your wellness program. Such incentives may include gym bags, t-shirts, gift certificates, discounts on gym memberships, etc.
8. Communicate. Employees have to understand what benefit participating will have on their future. Use positive messages regarding the program and any incentives so that employees can recognize the benefit. True behavior change happens when plan participants have an investment in the game and they want to change.
9. Learn what motivates and entices your employees. Employee engagement is the key to success. Send out a survey to find out your employees' needs, wants and concerns.
10. Continue to do what works. If a particular challenge, activity or educational piece was well-received, stick with it! Like the old adage goes, "If it ain't broke, don't fix it!"

These steps are by no means the "be-all, end-all" in creating an effective wellness program. There are hundreds, even thousands of different approaches to wellness. When it come to health and wellness, the equation is actually quite simple -just do what is best for you and your company! What better way to do that than helping your employees reach and maintain their health and wellness goals!



For a Longer, Happier Life, Focus on Heart Health

A healthy heart is at the heart of good health. That's why, in your corporate wellness quest, showing your employees how to take better care of this vital muscle should be at the top of your priority list.

Heart disease is the leading cause of death among Americans. While it's not 100% avoidable, there are changes you can make to cut your risk significantly. Eating a healthy diet is an important component of heart health, as is physical fitness.

Just 30 minutes of exercise a day decreases your chances of developing cardiovascular disease. Does that sound like more time than you can spare? Divide it up into manageable segments. Whether it's three 10-minute walks or one half-hour sweat session, physical activity offers the same health benefits. And consider this: According to the American Heart Association (AHA), every hour spent walking can add as much as two hours to your life. So adopting healthy habits like a nutritious diet and regular exercise can improve the way you feel day to day, as well as paying off in the form of a longer, happier life.



According to HealthDay, the AHA's 2020 Impact Goal seeks to both improve heart health and reduce deaths from heart disease and stroke by 20 percent over the next decade.

Termed "Life's Simple 7," the AHA promotes the following health measures to achieve that goal:

1. Get active. For most people this means at least 150 minutes of moderate intensity exercise or 75 minutes of vigorous intensity exercise each week.
2. Control cholesterol. Aim for a total cholesterol level of less than 200 milligrams per deciliter (mg/dL).
3. Eat better. Increase consumption of vegetables and fruits, whole grains and fish and cut back on fats and sodium.
4. Manage blood pressure. Keep the reading below 120/80.
5. Lose weight. Keep your body mass index (BMI) below 25. BMI is an indicator of body fatness calculated from a person's weight and height.
6. Reduce blood sugar. Fasting blood glucose should be less than 100 mg/dL.
7. Don't smoke.



PIERCE GROUP BENEFITS



Live Well, Work Well

Health and wellness tips for your work, home and life—brought to you by the insurance specialists at Pierce Group Benefits.

The winter months often provide some relief for allergy sufferers, as the outdoor air is cool and free of pollen.

ALLERGIES: SEASONAL RELIEF

As the seasons change, so will your allergy symptoms. You can combat your allergic reactions with these seasonal tips.

Winter

The winter months often provide some relief for allergy sufferers, as the outdoor air is cool and free of pollen. However, if you have allergies, you need to make sure that the air inside your house is clean as well. Be sure to:

- Store firewood outside.
- Clean heating ducts and air conditioning filters.
- Bathe house pets regularly if dander is a problem.
- Keep your face covered when out in the cold. Going from cold outside air to warm indoor air can trigger asthma.

Spring

Mold growth blooms indoors and outdoors with spring rains. As flowers, trees, weeds and grasses begin to blossom, allergies will follow. Spring-cleaning activities can stir up dust mites, so be sure to:

- Wash your bedding every week in hot water to help keep pollen under control.
- Wash your hair before going to bed, since pollen can accumulate in your hair.
- Wear an inexpensive painter's mask and gloves when cleaning, vacuuming or painting to limit dust and chemical inhalation and skin exposure.
- Vacuum twice a week.
- Limit the number of throw rugs in your home to reduce dust and mold.
- Make sure the rugs you do have are washable.

- Change air conditioning and heating air filters often.

Summer

Warm temperatures and high humidity can put a strain on seasonal allergy and asthma sufferers. Summer is the peak time for some types of pollen, smog and even mold:

- Stay indoors between 5 a.m. and 10 a.m., when outdoor pollen counts tend to be highest.
- Be careful when going from extreme outdoor heat to air conditioning. The temperature change can trigger an asthma attack.
- Wear a mask when you mow the lawn or when around freshly cut grass. Afterward, take a shower, wash your hair and change clothes.
- Dry laundry inside instead of on an outside clothesline.
- Check your yard for allergens, as well as other irritants such as oak, birch, cedar and cottonwood trees; weeds such as nettle or ragweed can also trigger allergies.
- Wear shoes, long pants and long sleeves if allergic to bee stings.
- Do not wear scented deodorants, hair products or perfumes when outdoors.

Fall

Cooler temperatures are ideal for planting flowers and trees, but be sure to plant those that produce less pollen, such as fir, pine, dogwood, azaleas, tulips, irises and pansies.

- Wear a mask while raking leaves or when working with mulch or hay.
- Use a dehumidifier in your basement to deter mold.
- Clean your dehumidifier frequently.
- Wash bathroom tiles and shower curtains with mold-killing products.





Live Well, Work Well

Health and wellness tips for your work, home and life—brought to you by the insurance professionals at Pierce Group Benefits

Lack of medical adherence is a major concern in the health care industry. It costs billions of dollars in unnecessary medical expenses and leads to thousands of unnecessary patient hospitalizations and deaths each year.

FOLLOWING THE DOCTOR'S ORDERS

Following a physician's instructions is called *medical adherence*. A surprising number of patients do not follow their doctor's orders, which can be very risky for their health.

Not following orders can include not filling a prescription, not taking medication as directed, not attending or scheduling a follow-up appointment and failing to make a lifestyle change as directed.

Given that many diseases are curable, preventable or treatable, following your doctor's orders is vital for achieving and maintaining good health. Your doctor's diagnosis and treatment plan are useless if you don't follow his or her advice.

Patients who do not follow their doctors' orders, especially patients with chronic conditions, may experience health complications, rapid disease progression, decreased quality of life and even premature death.

Tips for Patients

If this behavior sounds like you, the following tips will help you take a proactive role in your health.

Gather basic information from your doctor about any conditions you suffer from and potential treatment options. The more you know, the more likely you will take action.

- Seek clarification right away for anything that you do not understand.
- Ask family and friends to assist you in following the orders that your doctor has outlined for you.
- Create health care goals for yourself and incorporate treatment and taking medication into

your plans for achieving those goals.

- Talk with your doctor about potential barriers that prevent you from following his or her orders, and come up with solutions to overcome those barriers.
- Tailor your medical routine to your daily routine and lifestyle. This could be as simple as using specialized pill containers for your medications and placing them next to your toothbrush.
- Ask your pharmacist to send refill reminders via email, text or telephone.
- Create reminders for yourself to avoid forgetting to take medication, to get your daily exercise or to check your insulin levels.



PIERCE GROUP BENEFITS



PIERCE GROUP BENEFITS

Representative Projects



PIERCE GROUP BENEFITS

Benefits & Components

Benefits & Components

At Pierce Group we actively listen to the needs of our clients to develop the best benefits and services for our Clients. Below are highlights of services we provide to Public Sector Clients. A sample benefit book is included in the back pocket of this binder, which will provide you with an example of full benefits and features of each product offering.

Health Insurance

- We help you manage your program for full effectiveness. We follow a structured evaluation and recommendation process and look for opportunities to design better plans given your unique circumstances. We compare future benefits and prices from all the major carriers to find an optimal solution. The solution becomes the benchmark for success for future evaluations.
- We understand that the rise in health care costs is a challenge. We can help you examine all of the options and find creative solutions.
- Pierce Group provides extensive account maintenance including semi-annual analytical review to measure the plan designs success.

Dental Insurance

- We are experienced with evaluating self-funded options to maximize savings.
- There are multiple plan design options to meet your budget constraints.
- We negotiate with each carrier to provide ID cards to employees' home and payment of non-network providers.

Vision Insurance

- Vision coverage offers an abundance of flexibility. We will partner with you to find the funding and plan design that meets your needs.
- Many of our vision carriers have zero copay plans and increased maximums.

Term Life Insurance

- It's important to provide peace of mind to your employees' families by providing basic life insurance.
- Our clients see substantial cost savings in comparison to current rates.
- See the enclosed Benefit Book for an example of the benefit and features.

Disability Insurance

- Monthly benefits range from \$400 through \$5,000 in \$100 increments.
- Partial Disability pays up to 3 months at 50% of Total Disability.
- Waiver of Premium after 90 continuous days of disability.
- Guaranteed Renewable to age 70.
- VRS Hybrid Disability Plans -These plans follow guidelines set forth by the state of Virginia, but take the burden of paying claims off the employer.



Benefits & Components

At Pierce Group, we understand and appreciate the budgetary constraints of Public Sector Employers. With the rising cost of employee benefits, supplemental or “voluntary” benefits provide employers the opportunity to fill in what is missing from existing programs. Most of our clients have thereby chosen to provide voluntary supplemental benefits to their employees creating a robust and competitive benefit package while not incurring any additional costs to the organization.

When integrated with an organization’s total benefit package, supplemental benefits can help boost employee productivity and loyalty. Below are characteristics of some supplemental benefits available in the marketplace. A sample benefit book is located inside the back cover of your binder to provide you an example of full benefits, features and a complete outline of coverage.

Medical Bridge

- Medical Bridge is an individual Hospital Confinement Indemnity Insurance plan that provides lump sum benefits for hospital confinements, out-patient surgery and other expenses.
- Medical Bridge policies typically offer five plan options. Each plan has various levels of benefits payable for Hospital Confinement and Outpatient Surgery to help with out-of-pocket expenses associated with covered accidents or covered sicknesses.
- A Wellness Screening Benefit pays \$50 for one of the covered wellness tests you may normally have each year.
- A Waiver of Premium benefit is included.
- Medical Bridge is portable at the same rate should the insured leave, change jobs, retire, etc.
- Medical Bridge includes coverage for birth as long as it is not a preexisting condition on the effective date of coverage.
- This coverage does not coordinate with any of the insured’s other medical coverage; therefore, the insured will receive 100% of the covered benefits.

Cancer Insurance

- There are typically four levels of cancer coverage. Level Four is the most popular plan; however each employee can choose which level of coverage they prefer.
- One of the features that your employees will enjoy is the ease of filing claims with the easiest being the Wellness Benefit on this Cancer plan. This is simply filed over the telephone by dialing an 800 number, giving the name of the doctor, the phone number of the doctor’s office, and which wellness test they had completed. This can be done 24 hours-a-day, 7 days-a-week.
- This coverage does not coordinate with any of the insured’s other medical coverage; therefore the insured receives 100% of the covered benefit.
- The Cancer plan is portable at the same premium should the insured leave, change jobs, retire, etc.



Benefits & Components

Critical Illness

- Critical Illness Insurance is designed to provide the Insured with 100% of their chosen amount of coverage for events such as Heart Attack, Stroke, End Stage Renal Failure, and Major Organ Transplant. It is a simple form of Critical Illness coverage due to the lump sum payments, so there are no on-going claims.
- This coverage does not coordinate with any of the insured's other medical coverage; therefore the insured receives 100% of the covered benefit.
- Critical Illness coverage is portable at the same premium should the insured leave, change jobs, retire, etc.
- Premiums do not increase with age.

Accident Care

- Employees can choose between on and off job coverage or off job only coverage.
- An employee's spouse can elect disability coverage through this product at the same group rate as the employee.
- Employees may insure their spouse and/or children without insuring him or herself, if desired.
- This coverage does not coordinate with any of the insured's other medical coverage; therefore the insured receives 100% of the covered benefit.
- Employee, spouse and/or children are covered for accidents due to sports.
- This coverage is portable at the same premium should the insured leave, change jobs, retire, etc.

Life Insurance – Whole or Universal

- This is portable at the same premium should the insured leave, change jobs, retire, etc.
- Our Benefit Counselors will evaluate each employees' situation and help them understand the benefits of each kind of life insurance.
- Many of our recommended plans include a Long Term Care Rider with guarantee issue.



Which Type of CDHP is a better fit for you?

Both HSAs and HRAs have distinct advantages and disadvantages for both the employer and the employee.

It is important to note that both can be effective tools that can empower consumers to be more actively involved in their health care decisions!

Employer Perspective: Criteria	HSAs	HRAs
<p>Cash Flow With HRA's the employer only needs to fund the accounts if and when claims are incurred. They are notational accounts until claims are incurred. HSA's are live bank accounts that are typically funded by the employer and/ or employee monthly or quarterly.</p>		✓
<p>Health Plan Benefit Design Flexibility HRA medical plans can be structured similar to traditional plans with copays for prescription drugs and office visits. There are no regulatory restrictions on plan design. With HSA's copays are not permitted except for preventative care, and deductibles and out-of-pocket limits are also restricted.</p>		✓
<p>Potential to use funds for Unqualified Expenses Disbursements from HRA accounts must be substantiated as a qualified medical expense and are paid by the administrator. Money is withdrawn from HSA's like any other checking account. Nothing is required to prove that the withdrawal is for a qualified medical expense. Employees could use employer provided funds for any purpose and would only be detected if audited by the IRS.</p>		✓
<p>Portability With HRA's the employer determines if account balances are paid out to employees leaving the company. The majority of employers have the employees forfeit any balances. HSA's are owned by the employee and 100% vested from Day 1.</p>		✓
<p>Ability to Limit Eligible Medical Expenses For HRA's the employer determines the type of medical expenses that can be paid from the account. Most employers limit HRA usage to medical expenses covered by the underlying health plan. By regulation HSA's can be used for any qualified medical expenses under IRS Code 213 (d). This broad list is also used for medical flexible spending accounts (FSA's) and includes over the counter medications, dental care, and eyeglasses/ contact lenses.</p>		✓
<p>Tax Benefits Contributions to both HRA's and HSA's can be deducted by employers as a business expense.</p>	✓	✓
<p>Ability to Share Funding Burden with Employees Only the employer may make contributions to HRA accounts to help cover the financial exposure of the higher deductible. With HSA's the employee can also make contributions to the account and on a pre-tax basis.</p>	✓	
<p>Ability to Limit Fund Rollover The employer may limit the amount of HRA balance that carries over from year to year. HSA's owned by the employee can have no such restriction.</p>		✓

✓ = Advantage

Employee Perspective: Criteria	HSA's	HRAs
Health Plan Benefit Design Flexibility HRA's can be structured similar to traditional plans with copays for prescription drugs and office visits which most employees appreciate. Copays are not permitted with HSA's except for preventative care, and deductible levels and out-of-pocket limits are also restricted.		✓
Potential to use funds for Unqualified Expenses Money is withdrawn from HSA's like any other checking account. Nothing is required to prove that the withdrawal is for a qualified medical expense. Employees could use employer provided funds for any purpose and would only be detected if audited by the IRS. Disbursements from HRA accounts must be substantiated as a qualified medical expense and are paid by the administrator.	✓	
Portability HSA's are owned by the employee and 100% vested from Day 1. With HRA's the employer determines if account balances are paid out to employees leaving the company. The majority of employers have the employees forfeit any balances.	✓	
Qualified Medical Expense not Limited by Employer Employees appreciate the flexibility of using HSA funds for any qualified medical expenses as defined by IRS code 213(d). This list is very broad and includes over the counter medications, dental care, and eyeglasses/contact lenses.	✓	
Tax Benefits Employee contributions to HSA's are made either pre-tax or can be deducted on their tax return. In essence they increase their medical buying power by their tax rate (20% to 30% for example) every time they use HSA funds. Employees can not contribute to HRA accounts.	✓	
Employer required to Contribute to Account By definition employers need to fund HRA accounts. There is no such requirement for HSA's and some employers offer a qualified high deductible health plan with no HSA set up or contribution.		✓
No restrictions on Fund Rollover HSA's are owned by the employee and there is no limit to balances accumulating over time. There are limits to how much can be contributed to the account each year. With HRA's the employer may limit the amount of HRA balance.	✓	

✓ = Advantage

Summary

By offering greater control, HRAs have significant advantages over HSAs for Employers. Conversely, fewer employer restrictions around HSAs make them more desirable than HRAs from the Employees' standpoint.

If the following items are not important, an HRA may be a better choice.

- Providing a tax shelter for a number of high wage earners
- Providing employees flexibility to use tax free funds to pay for the very broad list of qualified medical expenses
- Providing employees with ownership of the Personal Health Care Account with complete portability

Pierce Group Benefits, LLC
 4928 Linksland Drive, Ste.201
 Holly Springs, NC 27540
 1-888-662-7500
www.piercergroupbenefits.com



PIERCE GROUP BENEFITS

Enrollment Communication

ATTENTION EMPLOYEES

2015 FLEXIBLE BENEFITS PLAN ENROLLMENT












To: All Full Time Employees of Any County

From: John Doe, Town Manager

Date: April 30, 2015

The annual enrollment period for Any County will be held on **Monday, May 11th through Friday, May 15th**. Elections made during this enrollment period will be for the period of July 1, 2015 – June 30, 2016.

Flexible Benefits Plan Overview

PRE-TAX BENEFITS		
 Health	 Dental	 Vision
 Medical Bridge	 Flexible Spending Accounts	
NOTE: Current participants in a medical and/or dependent care FSA MUST re-enroll to continue them next year IF NO ACTION IS TAKEN. CURRENT CONTRIBUTIONS WILL STOP EFFECTIVE JUNE 30, 2015		
POST-TAX BENEFITS		
 Disability	 Critical Illness	 Term Life
 Universal Life	 Whole Life	 Group Term Life

Employees are required to attend one of the following informational meetings to learn more about the benefits being offered and to sign up for a one-on-one enrollment appointment:

Date	Time	Location
Monday, May 11 th	7:00 AM	Police Station
Monday, May 11 th	8:15 AM	Fire Station
Monday, May 11 th	10:30 AM	Town Hall – Board Room
Monday, May 11 th	1:30 PM	Town Hall – Board Room
Monday, May 11 th	6:00 PM	Police Station
Tuesday, May 12 th	9:00 AM	Fire Station
Wednesday, May 13 th	7:00 AM	Police Station

Pierce Group Representatives will be at various locations from Monday, May 11th through Friday, May 15th to meet with employees one-on-one.

Please remember: Current participants in a medical or dependent care flexible spending account must re-enroll each year. If you do not make an election during this enrollment, FSA contributions will stop effective June 30, 2015.

EXPERIENCE THE DIFFERENCE



PIERCE GROUP BENEFITS



DEDICATED ACCOUNT MANAGER



ONE-ON-ONE ENROLLMENTS



CUSTOM BENEFITS WEBSITE



COMPREHENSIVE BENEFITS BOOKLETS



PERSONALIZED BENEFITS VIDEOS



SERVICE CENTER

JOHN E SMITH
123 MAIN STREET
ANYTOWN, NC 27500

Enrollment Dates: 6/7/2015-6/10/2015
Home Phone: 919-555-1212
Work Phone:
Gender: Male
SSN: 111-22-3344
Employee ID:
Birth Date: 1/1/1954
Date of Hire: 7/12/2007
Classification:
Location: ABC
Paychecks per Year: 12
Department:

NEW ELECTION FORM

Monday, June 13, 2015

Benefit ID	Benefit Name/Option	New or Existing	Deduction Employee	Deduction Employer
Health	<input checked="" type="checkbox"/> Cigna Health OAP 750 (Employee/Spouse) Enroll: Jane E. Smith, ssn: 111-23-4455 dob: 2/1/1956	New	\$125.47	\$537.93
Dental	<input checked="" type="checkbox"/> Assurant Dental Enroll (Employee Only)	New		\$18.83
82	<input checked="" type="checkbox"/> Colonial Life - Short Tem Disability	New	\$35.50 Post-Tax	
81	<input checked="" type="checkbox"/> Colonial Life - Cancer Policy	New	\$27.00	
30	<input checked="" type="checkbox"/> Superior Vision	Existing	\$9.77	
85	<input checked="" type="checkbox"/> Assurant Employee Term Life Enroll / \$100,000 Face Amount Beneficiaries: Jane E. Smith (Wife) Primary 100%	New	\$23.70 Post-Tax	
27	<input checked="" type="checkbox"/> Basic Term Life \$15,000	New		\$3.30
			(Colonial Pre-Tax \$27.00)	Pre-Tax Subtotal \$162.24
			(Colonial Post-Tax \$35.50)	Post-Tax Subtotal \$59.20
			(Colonial Total \$62.50)	Grand Total \$221.44 \$560.06

(12 deductions per year)

This summary only includes benefits that are processed by this system.

I understand that I am allowed to reduce my salary for the purchase of qualified benefits as part of a flexible benefits plan ("plan") under Section 125 of the Internal Revenue Code. I hereby authorize and direct my employer to reduce my salary in the amount necessary to pay for this coverage. I further authorize future adjustment in the amount of salary reduction in the event that the cost of coverage in any program selected for "Pre-Tax" is changed during the plan year. I further authorize a payroll deduction for the amount necessary to pay for the coverage selected for "Post-Tax", if any.

I further authorize the allocation of funds provided by my employer for the purchase of qualified benefits, if any.

Additional Terms: As required by the Internal Revenue Service (IRS) regulations, contributions under the plan will remain in effect and cannot be revoked or changed during the plan year, unless the revocation and new election are on account of, and consistent with, a change in status (e.g. marriage, divorce, death, and termination of employment of spouse) or as otherwise allowed under IRS regulations.

I understand that the insurance claim payments under certain coverages may be subject to federal and state taxes when the premium is paid by salary reductions or employer contributions.

I understand that the selection of a benefit and the indication that a premium is to be paid does not necessarily include me in the insurance portions of this plan. In many instances an application for insurance must also be completed.

I have read and agree to all the terms listed above.

Signature: Electronic Signature on File for JOHN E. SMITH

Date: 10/13/2015 11:48:07 AM EDT

Donnie J Phillips, Jr | 684xx

TOTAL COMPENSATION STATEMENT

JOHN DOE
 123 MAIN STREET
 ANYWHERE, NC 12345

Benefit Statement Description

BENEFIT STATEMENT	May 05, 2015	
	Employee Deduction	Employer Contribution
Flex Corp Health Care FSA	\$2,000.00	\$0.00
Cigna Dental	\$321.12	\$0.00
Cigna HealthCare	\$1,625.04	\$4,874.88
Cigna Employee Basic Term Life & ADD	\$0.00	\$0.00
Social Security	\$1,514.26	\$2,235.34
Medicare	\$522.78	\$522.78
Total Cost	\$5,983.20	\$7,633.00
Annual Income		\$40,000.00
Total Compensation		\$47,633.00

Your employer contributes an additional 19.08% of your annual income toward your benefits, which results in your total compensation of \$47,633.00

This statement is only an overview of your benefits. It is not legally binding, and should not be considered a contract. If you should discover errors in this statement or if you have questions, contact your supervisor or person responsible for your benefits administration.

Pierce Group Benefits Email Communication



PIERCE GROUP BENEFITS

PROVEN STRATEGIES For Containing Health Care Costs

From the GFOA

The cost of employee health care benefits has increased rapidly over recent years, creating problems for both public and private employers across the United States. Health insurance premiums have grown a cumulative 138% between 1999 and 2010.

Trying to manage these continually increasing health care benefit costs only contributes to the budgetary stress that governments are already facing as a result of declining or stagnant revenues.

Employers are under pressure to contain employee benefits that help them maintain a healthy and vibrant public service.

The GAO conducted independent research to identify strategies governments can employ to meet the dual goals of containing health care costs while maintaining quality health-care benefits.

Key points governments can use to manage health care costs:

- Modify how many and what type of benefits the government provides.
- Direct or even limit health plan participants.

RIISING HEALTH CARE COSTS

What's Driving YOUR Costs?

Escalating health care costs have a direct and damaging effect on local governments. By understanding what drives health care costs and taking proactive steps toward health management, local governments can save valuable dollars.

Take this short, five question quiz and test your knowledge about the drivers of health care costs.

Is your insurance advisor providing you with the answers to the following:

- What categories of care are increasing?
- What are the underlying factors driving the increases?
- How do the drivers change over time?
- What percentage of treatment could be prevented?
- Are there positive trade-offs for increases in some areas of health care?

If these types of questions aren't part of your current conversation, you may be paying out on money that could be taken out of your health care costs and flowing into your economy and budgets.

At Pierce Group Benefits, our Benefits Consultants prepare and provide clients with the tools they need to better understand what types of services and health conditions are driving their health care costs and claims experience. From there, we create custom community wellness initiatives for both employers and employees to start eliminating avoidable costs.

Contact our dedicated Benefits Consultant Matthew Estreia today to learn more about Pierce Group Benefits and what's driving your group's health care costs.

ATTENTION EMPLOYERS

New Form W-2 Health Coverage Reporting Requirements

IMPORTANT INFORMATION

As 2012 has come to an end, Pierce Group Benefits would like to remind our clients about the Affordable Care Act reporting requirement which begins with the Form W-2 issued in January 2013 (i.e., the Form W-2 issued for the 2012 calendar year). **Employers must report the cost of their employer-sponsored group health plan coverage, this includes some supplemental and non-traditional health benefits.**

The federal government will use the data collected from the W-2 cost reporting requirement to gain a better understanding of the aggregate value of health insurance and other coverage and services that are being provided through employers.

At present, the W-2 reporting is the only way the government has set up to collect this information. This reporting to the IRS is for informational purposes only and is intended to communicate the cost of health care coverage to employees.

Employers who filed fewer than 250 W-2s in 2011 do not need to worry about this requirement for now, but should continue to monitor the situation in the event that the IRS eventually issues guidance making the rule applicable for small employers sometime in the future.

REQUIREMENTS

Please take a moment and follow this link http://files.piercegroupbenefits.com/news_articles/02_reporting.pdf for complete information about the requirements in detail.

Custom Videos



PIERCE GROUP BENEFITS

Each client website also comes equipped with custom benefit videos. The videos provide plan information such as enrollment dates, eligibility and new hire requirements, and a detailed description of each benefit. The easily accessible customized videos allow employees to gain a better understanding of their benefits and how they work as well as provide employers with a training resource for new employees.



Introduction to Benefits for Tri-County
March 1, 2013 - February 28, 2014 Plan Year



Health Care Flexible Spending Account - Tri-County
March 1, 2013 - February 28, 2014 Plan Year



PIERCE GROUP BENEFITS

BenSelect

BenSelect

Streamline Your Enrollment

Pierce Group Benefits has invested in the IT staff and software to provide customized 24/7, 365 benefit administration solutions. Our BenSelect system simplifies and automates the entire benefit administration process—all benefit enrollment activity and data is in one place, both core and voluntary benefits; and enrollment information is automatically transmitted to the insurance carriers. We provide a flexible system which accommodates your unique rules and requirements. We adapt to you, not the other way around.

Our internal programmers can easily tailor the software to accommodate almost any type of benefit plan in combination with any employer-specific business rules related to plan eligibility, coverage or cost.

Getting up to speed with BenSelect is easy, too. We configure the system for you, to work the way your organization works. We'll build your implementation to handle your unique business rules, such as dual spouse coverage policies, domestic partner coverage, grandfathered eligibility groups, and any plan bundling or cross dependency requirements you may have.

As part of the BenSelect package, you also receive all the training and support you'll need from our 100% in-house team, located in Holly Springs, NC. Please see the BenSelect Section for additional information.

Optional Add-on Service: PGB BenSelect 365 Benefit Administration Platform - \$2.00 per employee per month. The BenSelect Fee can be billed monthly, quarterly, or annually.



“Everyone wins with a truly simplified benefits system — especially employers and employees.”

Why BenSelect? BenSelect offers a customized 24/7, 365 benefit administration and enrollment solution. Our BenSelect system simplifies and automates the entire benefit enrollment experience—all benefit enrollment activity and data is in one place.

Streamline Your Enrollment
Discover What BenSelect Can Offer You and Your Employees.

- New Hires
- Eligibility Changes
- Annual Enrollment
- Terminations
- Life Events

Tailored To Fit Your Group's Specific Needs

Our implementation process ensures that every employer has a system that has been configured to their exact requirements. *We believe the system should fit your business, rather than your business trying to fit the system.*

After The Enrollment

Our services don't end when the enrollment is complete: We can help alleviate your day-to-day burdens with:

- Custom payroll and core files that can integrate into your payroll system
- Information is transmitted directly to the Insurance carriers
- Updated contact information on your employees
- A summary of your employees' enrollment elections
- A survey to gauge your employees' satisfaction with our communications and enrollment system

Harmony BenSelect Plan Administration

The screenshot shows the 'Employees' page in the Harmony BenSelect Plan Administration system. The page title is 'Employees' and the URL is 'https://harmony.benselect.com/Admin/EmployeeInfo.aspx'. The page contains a search bar, a table of employee records, and a 'Print Employee' button circled in red. The table shows one employee record with the following details:

Name	SSN	EID	Job Class	Location	Faygroup	Employment Status	Enrollment Status
Employee, Joe	5555 5555	5555	DEMO: DEMO	DEMO: HIGH SCHOOL	IN Salary	Active	Active

Showing 1 to 1 of 1 entries (filtered from 16 total entries)

Saves Last 10 EE Accepted

Harmony BenSelect Plan Administration

The screenshot displays the 'Employees' management interface. At the top, there are navigation tabs for EMPLOYMENT, BENEFITS, WORK MANAGEMENT, SECURITY, and LEAVE. The main content area shows the details for an employee named 'Test Employee'. The 'Current Status' dropdown menu is highlighted with a red circle, and a red arrow points to it from the text 'Ability to Change Status of EE' on the right. Other fields include Name, Social Security, Employee ID, User ID, PIN, Enrollment Status, Pay group, Payroll Frequency, Deduction Frequency, FTE, PTO Balance, Date of Hire, Eligibility Date, Termination Date, Location, Job Class, Department, Title, Salary, Hourly Wage, PTO Cost, Hours per Week, and Reason. The 'As Of Date' is set to 11/24/2014, and the last change was on 10/24/2014 at 17:16:33 UTC.

Employees

Employee: Test, EID: 5555, SSN: ***-**-5555

Name: Test Employee Date of Hire: 1/1/2000

Social Security: ***-**-5555 Eligibility Date: 1/1/2000

Employee ID: 5555 Termination Date:

User ID: DEMO123456789 Login locked on: Never

PIN: Change PIN Current Status: **Current**

Enrollment Status: Incomplete Recst Location: DEMO HIGH SCHOOL

Pay group: 10 Salary Job Class: 10 Salary(10 Deductions)

Payroll Frequency: 10 per year Department: Demo High School

Deduction Frequency: 10 per year Title: A Test Employee

FTE: 100.00% Salary: \$35,000.00 Hourly Wage: \$0.00

PTO Balance: 0.0000 PTO Cost: \$0.00

Hours per Week: 40

Reason:

As Of Date: 11/24/2014 Auto-enroll

Last change: 10/24/2014 17:16:33 UTC Last employee login: Never

Ability to Change Status of EE

Sample BenSelect Election Form

Pierce Group Benefits, LLC
CENTRAL OFFICE

Benefit Confirmation / Deduction Authorization

Name	Test Employee II	Date of Birth	1/1/1970	Home Phone	(555) 555-5555	Work Phone		Address	123 Anywhere St Anytown, NC 27000
Employee ID	not applicable	Date of Hire	1/1/2000	Gender	M	Email Address	demo.employee@piercergroupbenefits.com		
Location	CENTRAL OFFICE		Department	Central Office		Reason for Completing Form	Open Enrollment		
Job Class	10 Salary		Title	Test employee					

Benefit Plan	Option	Coverage Level	Ded. Prog.	Benefit Amount	Requested		Employee Cost		Employer Cost
					Benefit	Cost	Pre-Tax	Post-Tax	
Health Care FSA	Healthcare FSA	Employee Only	10	2500.00			252.40	0.00	
Dependent Care FSA	Waived								
Dental	Assurant Dental	Employee Only	10				18.00	0.00	12.00
Blue Cross Blue Shield Dental	Waived								
Vision	Superior Vision	Employee Only	10				11.84	0.00	
LegalShield	LegalShield (Self/Spouse/Child)	Employee Only	10				0.00	17.94	
Colonial Life Group Term Life	Waived								
Employee Supplemental Term Life	Waived								
Colonial Life Accident	Waived								
Colonial Life Cancer	Waived								
Colonial Life Critical Illness	Waived								
Colonial Life Group Critical Care	Waived								
Colonial Life Disability	Waived								
Colonial Life Term Life	Waived								
Colonial Life Universal Life	Waived								
Colonial Life Whole Life	Waived								
Total:							\$ 282.04	\$ 17.94	\$ 12.00

DEPENDENT INFORMATION

Dependent Name	Relationship	Date of Birth	Gender	Enrollment

BENEFICIARY INFORMATION

Beneficiary Name	Relationship	Benefit Plan	Beneficiary Type	Percentage

PAYROLL DEDUCTION AUTHORIZATION/CANCELLATION

By submitting my benefit election, I acknowledge that I am authorizing my employer to take pre-tax and/or, to the extent relevant, after-tax deductions from my paychecks to pay for my benefit costs. I understand that pursuant to Internal Revenue Code section 125, the election can only be made during the annual open enrollment period before the beginning of each plan year (unless I am a new hire), and is irrevocable for the entire calendar year unless I incur a Qualifying Family Status Change or other permissible mid-year change event, as determined by the Pre-Tax Payment Plan and the underlying benefit plan(s) I have chosen to participate in (collectively, the "Plans").

I agree that in the event of my change in the required benefit plan contributions prior to the next enrollment period, my payroll deduction election will automatically be revised to take such change into account. I also understand that my contributions to Reimbursement Accounts, if any, can only be used to reimburse qualified health and/or dependent care expenses incurred in the same year as the contributions are deducted from my paychecks. Any funds remaining in my Reimbursement Account(s) not used for current year expenses will be forfeited after all current year reimbursements are processed. I understand that I may be required to provide Human Resources with proof of dependent eligibility in order to receive coverage for my dependent(s).

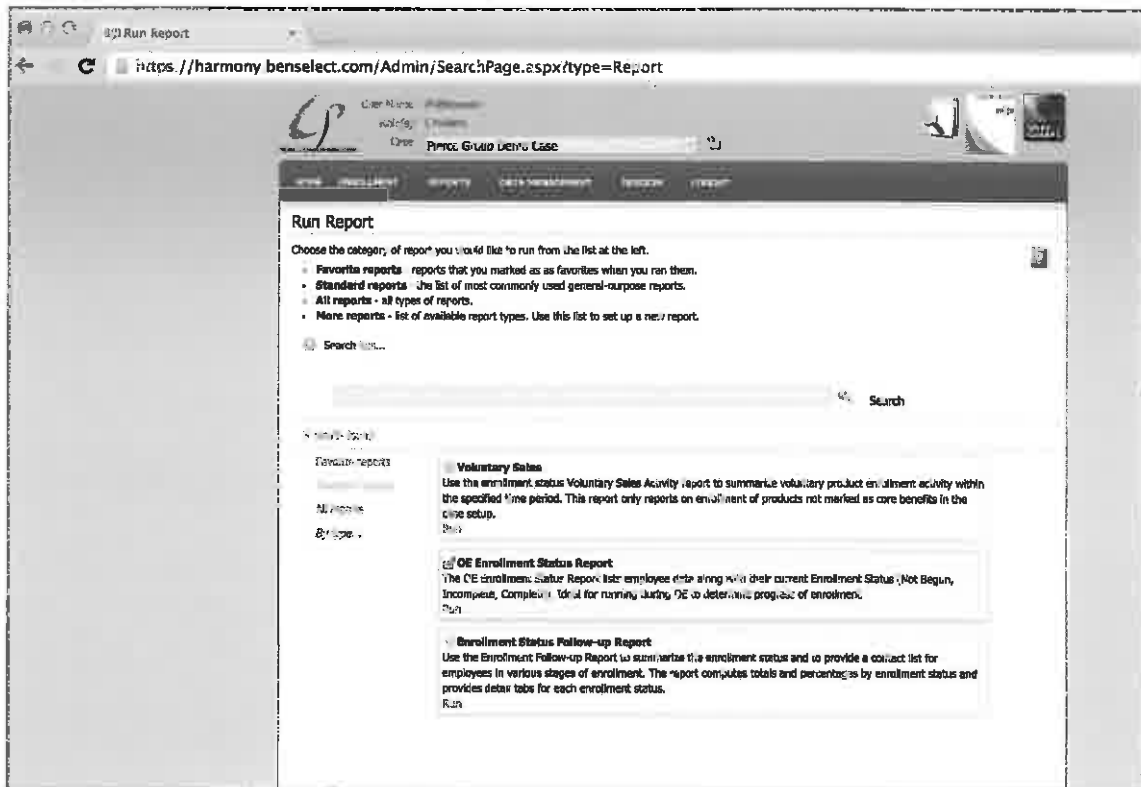
I understand that the maximum salary reductions I can make are set forth in the Plans, and that the Plans govern all issues concerning my elections, payroll deductions, eligibility, and benefits. I acknowledge that my elections (with the exception of contributions to Reimbursement Accounts) will automatically rollover from year to year unless I submit a change during the annual open enrollment period.

Finally, I am also authorizing my employer to use and send necessary personal information, including Protected Health Information under HIPAA, to my selected benefit vendors and providers in order to initiate and support my coverage election.

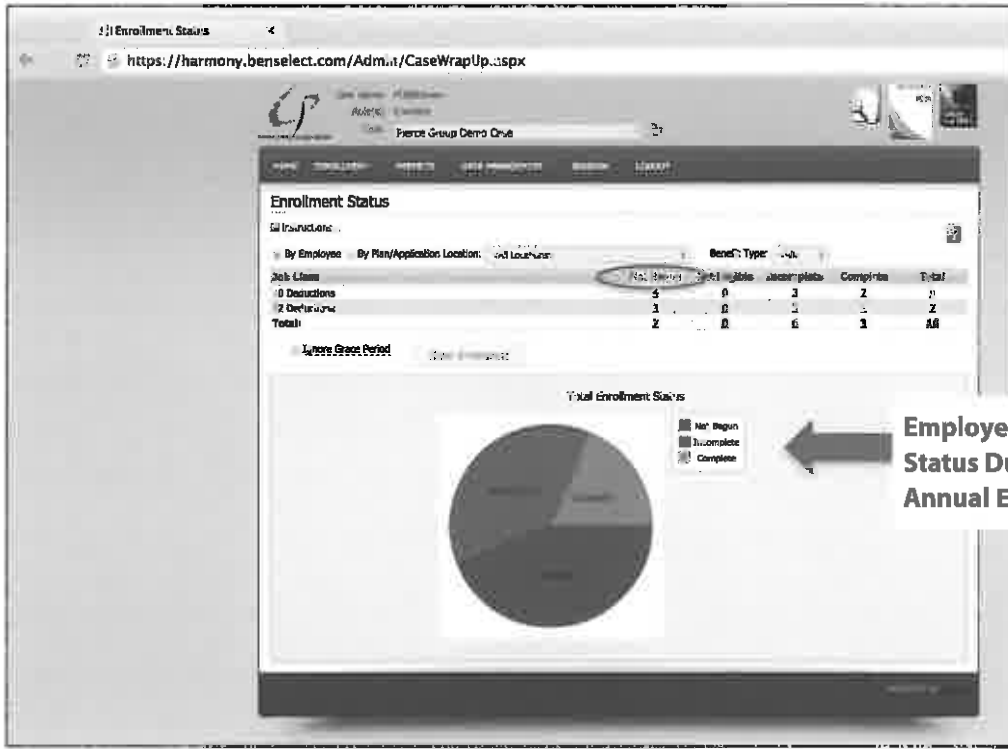
Your total deduction per pay period **\$299.98**

Employee Signature _____ Date _____

Harmony BenSelect Plan Reporting



Harmony BenSelect Plan Reporting



Payroll Report

Employee ID	First Name	Last Name	Department	Action Required	Plan Name	Plan Code	Plan Type	Effective Date	Termination Date	Employee Cost	Employer Cost	Job Class	Location/Program
33-45-9700	MYCROFT	HOLMES	Central Office	Cancel	Dental	DENTSP	Pre-Tax Employee + Spouse	01/01/2014	02/17/2018	\$0.00	\$0.00	12	
33-45-9700	MYCROFT	HOLMES	Central Office	Update	Blue Cross Blue Shield Dental	BSXSPENT	Pre-Tax Family	01/01/2020		\$45.00	\$10.00	12	
33-45-9700	GREGORY	LESTRADE	Central Office	Cancel	Dependent Care FSA	DCFS	Pre-Tax Employee Only	01/01/2020	02/18/2020	\$0.00	\$0.00	12	
33-45-9700	GREGORY	LESTRADE	Central Office	Cancel	Health	HEALTH	Pre-Tax Employee + Child/Spouse	01/01/2014	02/18/2018	\$0.00	\$0.00	12	
33-45-9700	GREGORY	LESTRADE	Central Office	Update	Blue Cross Blue Shield Dental	BSXSPENT	Pre-Tax Employee + Child/Spouse	01/01/2020		\$35.00	\$10.00	12	
33-45-9700	JOHN	WATSON	Delta Elementary	Cancel	Health Care FSA	HCFS	Pre-Tax Employee Only	01/01/2014	02/18/2018	\$0.00	\$0.00	10 Salary	
33-45-9700	JOHN	WATSON	Delta Elementary	Cancel	Health Care FSA	HCFS	Pre-Tax Employee Only	01/01/2014	02/18/2018	\$0.00	\$0.00	10 Salary	
33-45-9700	JOHN	WATSON	Delta Elementary	Update	Blue Cross Blue Shield Dental	BSXSPENT	Pre-Tax Family	01/01/2020		\$0.00	\$1.00	10 Salary	
33-45-9700	IRINE	ADLER	Delta Middle School	Cancel	Health Care FSA	HCFS	Pre-Tax Employee Only	01/01/2014	02/18/2018	\$0.00	\$0.00	11	
33-45-9700	IRINE	ADLER	Delta Middle School	Cancel	Health	HEALTH	Pre-Tax Employee Only	01/01/2014	02/18/2018	\$0.00	\$0.00	11	
33-45-9700	IRINE	ADLER	Delta Middle School	Update	Blue Cross Blue Shield Dental	BSXSPENT	Pre-Tax Employee Only	01/01/2020		\$15.00	\$0.00	12	
33-45-9700	IRINE	ADLER	Delta Middle School	Cancel	Voluntary Life Insurance	VOLYL	Pre-Tax Employee Only	01/01/2014	02/18/2018	\$0.00	\$0.00	12	



BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive Bolivia, North Carolina 28422 Phone: 910-253-2900 Fax: 910-253-2983

Mr. Donald Pierce
Pierce Group Benefits
4928 Linksland Drive
Holly Springs, NC 27540

August 21, 2015

Dear Mr. Pierce:

I wanted to write to tell you how happy we have been with the services that Pierce Group Benefits provides to Brunswick County Schools. We have had a great partnership with Pierce Group for many years that includes excellent support before, during and after each annual open enrollment of our supplemental employee benefits package. I also wanted to specifically address the new BenSelect system offered by Pierce Group Benefits that we recently began using.

Our purchase of the BenSelect Enrollment System has been money well spent. Pierce Group delivered what was promised to us on time, accurately and professionally. In addition, the customer service and training has been excellent. The accessibility to representatives, timeliness of response and quality of the data has been reliable and greatly appreciated as we transition to this new system.

Pierce Group customized the solutions we needed and incorporated them into our work flow for annual enrollment, new hires and qualifying events to make the system work for us. It was evident that Pierce Group listened to our needs from the time of project inception, into the development process, through delivery of training and with the continued support beyond.

Pierce Group Benefits has met and exceeded our expectations not only in their customer service, but also in providing us with an enrollment system that was customized for us. Thank you for taking the time to listen to our needs and delivering a solution that has worked.

Sincerely,


Donna M. Hagan, PHR

Human Resources Supervisor -- Benefits

P: 910-253-1026

F: 910-253-2909

dhagan@bcswan.net





PIERCE GROUP BENEFITS

Cost and Effective Cost Control

Cost

Our experience and expertise will ensure that Fluvanna County and its employees will get the most out of the benefits available. Most public sector groups have realized the value of working with one consulting firm that can streamline benefit administration functions and provide exceptional service. We are confident that we can exceed your expectations. Please see the proposal for more information about how we improve efficiencies and productivity throughout our clients' organizations.

Pierce Group Benefits would like to provide a comprehensive benefit package to Fluvanna County which may include health, dental, vision, disability, and life insurance plus any voluntary or supplemental benefits offered to employees. We have provided two options, one based on the recommended comprehensive model and one based on the model that currently exists at Fluvanna County.

Option 1: Fee Schedule

Service	Fee
Benefit Communication/Administration	Included
On-site Enrollment Services	Included
Benefit Statements	Included
Benefit Booklets	Included
Benefit Website	Included
Benefit Video	Included
Wellness Communication/Newsletters	Included
Health Fair	Included
Compliance Updates	Included
New Hire Enrollment/Orientation	Included
Market Research	Included
Service Center	Included
Client Education Services	Included
Compliance Attorney Assistance	Included
Claims Analysis	Included
myWave Portal – HR Resources	Included

Pierce Group Benefits provides a comprehensive package to include all services listed above and described in this proposal for all benefits (health, dental, vision, life, disability, and supplemental). Pierce Group Benefits would retain all carrier commissions and receive an Agent fee of \$10.58 PEPM (Per Employee Per Month). The Local Choice does not pay commissions for the health and dental coverage hence the reason for the monthly Agent fee.



Cost

Option 2: Fee Schedule

Service	Fee
Benefit Communication/Administration	Included
On-site Enrollment Services	Included
Benefit Statements	Included
Benefit Booklets	Included
Benefit Website	Included
Benefit Video	Included
Wellness Communication/Newsletters	Included
Health Fair	Included
Compliance Updates	Included
New Hire Enrollment/Orientation	Included
Market Research	Included
Service Center	Included
Client Education Services	Included
Compliance Attorney Assistance	Included
Claims Analysis	Included
myWave Portal – HR Resources	Included

Pierce Group Benefits provides Section 125 administration services for flexible spending accounts and supplemental benefits only. This would include all services listed above and described in this proposal however we would not provide consultative services on the health, dental, vision, life, or group disability benefits. In this option, we would be solely compensated through the supplemental benefits carrier.



PIERCE GROUP BENEFITS

References

References

COMPANY NAME:

PIERCE GROUP BENEFITS

REFERENCES

- | | | |
|-----|-------------------------|---|
| (1) | CLIENT NAME | Alamance County Government |
| | ADDRESS (Street) | 124 West Elm Street |
| | ADDRESS (City, St, Zip) | Graham, NC 27253 |
| | CONTACT NAME | Sherry Hook , HR Director |
| | TELEPHONE/E-MAIL | 336-570-4033 / sherry.hook@alamance-nc.com |
| (2) | CLIENT NAME | Bertie County Government |
| | ADDRESS (Street) | 106 Dundee Street |
| | ADDRESS (City, St, Zip) | Windsor, NC 27983 |
| | CONTACT NAME | Scott Sauer, County Manager |
| | TELEPHONE/E-MAIL | 252-794-5300 / scott.sauer@bertie.nc.gov |
| (3) | CLIENT NAME | Stokes County Schools |
| | ADDRESS (Street) | 100 Courthouse Circle |
| | ADDRESS (City, St, Zip) | Danbury, NC 27016 |
| | CONTACT NAME | Lanette Moore, Plan Administrator |
| | TELEPHONE/E-MAIL | 336-593-8146 / lanette.moore@stokes.k12.nc.us |
| (4) | CLIENT NAME | Chapel Hill Carrboro City Schools |
| | ADDRESS (Street) | 750 South Merritt Mill Road |
| | ADDRESS (City, St, Zip) | Chapel Hill, NC 27516 |
| | CONTACT NAME | Todd LoFrese, Assistant Superintendent |
| | TELEPHONE/E-MAIL | 919-442-7258 / tlofrese@chccs.k12.nc.us |

References

- (5) CLIENT NAME **Pasquotank County**
ADDRESS (Street) 206 East Main St.
ADDRESS (City, St, Zip) Elizabeth City, NC 27907
CONTACT NAME **Rodney Bunch, County Manager**
TELEPHONE/E-MAIL (252) 335-5177 / bunchr@co.pasquotank.nc.us
- (6) CLIENT NAME **Orange County Schools**
ADDRESS (Street) 200 East King Street
ADDRESS (City, St, Zip) Hillsborough, NC 27278
CONTACT NAME **Donna Brinkley, Plan Administrator**
TELEPHONE/E-MAIL 919-732-8126 / donna.brinkley@orange.k12.nc.us
- (7) CLIENT NAME **Rockingham County Schools**
ADDRESS (Street) 511 Harrington Highway
ADDRESS (City, St, Zip) Eden, North Carolina 27288
CONTACT NAME **Dr. Rodney Shotwell, Superintendent**
TELEPHONE/E-MAIL 336-627-2600 / rshotwell@rock.k12.nc.us
- (8) CLIENT NAME **City of Roxboro**
ADDRESS (Street) 105 S. Lamar Street
ADDRESS (City, St, Zip) Roxboro, NC 27573
CONTACT NAME **Lorrie Andrews, Human Resources Director**
TELEPHONE/E-MAIL 336-322-6012 / landrews@cityofroxboro.com

We have also provided additional reference letters for your consideration.



City of Roxboro

October 26, 2013

Mr. Chris Pierce
Pierce Group Benefits
4928 Linksland Drive
Holly Springs, NC 27540

Dear Chris:

I want to take a moment to thank you and your staff for the smooth transition to Pierce Group Benefits on behalf of the employees and management team of the City of Roxboro. As you are aware, your organization was selected as a result of an extensive RFQ process and we couldn't be happier with the results.

Pierce Group Benefits thoroughly shopped the insurance market on our behalf and helped us streamline our benefit offerings and bring savings to the City and our employees. By moving to a consolidated broker approach we have been able to increase the amount of services provided to our benefit administration program.

The City decided to move to a Consumer Driven Health Plan with a HRA and your staff did an outstanding job communicating those benefits in a concise and understandable format. We are certain that employees have accepted and embraced that plan because of the way it was communicated and the time your representatives spent with each and every employee throughout the enrollment process.

I am very impressed by the responsiveness of the entire account management team at your organization. The response rate to our questions has been noticed and appreciated. It is testimony to the quality service Pierce Group provides.

We look forward to a long working relationship with Pierce Group Benefits.

Best Regards,

A handwritten signature in black ink that reads "Lorrie Andrews". The signature is written in a cursive, flowing style.

Lorrie Andrews
Human Resources Manager

BOARD OF COMMISSIONERS,
Jerry Langley , Chairman
Al Klemm, Vice Chairman
d Booth
Gary Brinn
Stan Deatherage
Robert Belcher
Hood Richardson



COUNTY OFFICIALS
Randell Woodruff, County Manager
Sharon C. Singleton, Clerk to the Board
William P. Mayo, County Attorney
Jim Chrisman, Assistant County Manager

BEAUFORT COUNTY
NORTH CAROLINA

December 18, 2013

To whom it may concern:

Pierce Group Benefits was selected as our benefit broker in August 2013. Their team immediately began a thorough review of our benefit program. Pierce Group provided a multitude of benefit options for us to consider and was successful in negotiating lower pricing on several of our existing benefits. Pierce Group Benefits has extensive knowledge of the insurance industry and made the evaluation process very easy.

The Pierce Group Benefits staff developed a communication strategy that met our objectives. The benefit counselors provided excellent customer service to our employees and took ample time in assisting employees throughout the enrollment process.

My staff is very excited about the comprehensive benefit booklets, website, and videos available as resources to help employees make the most informed decisions regarding their benefits and to assist with employees' benefit questions. These resources are also used in new hire orientations, saving HR valuable time and enhancing the experience for the new employees.

Our goal of finding better benefits at lower costs for our employees has been met by working with Pierce Group Benefits. I look forward to a long working relationship with them and would be happy to share more details about our experience.

Respectfully Yours,

Jim Chrisman
Asst. County Manager/Finance Officer



NASH-EDGECOMBE ECONOMIC DEVELOPMENT, INC.

Community Action Agency (CAA)

"Providing: Training, Resources and Opportunities for Those We Serve"
Nash, Edgecombe and Wilson Counties

Administrative Building

200 North Church Street
Rocky Mount, NC 27804
Telephone:
252-442-8081

Fax:
252-442-9650
Website:

www.ncedcaa.com

Executive Director

Barry Richardson
Email:

brichardson@ncedcaa.com

Mailing Address

Post Office Box 2346
Rocky Mount, NC 27802-2346

Finance Director

Ashley Taylor
252-442-8081

Family Development Division

Director

Gloria Williams Wilson
252-442-7106

Full Year Head Start Division

Director

Lacy W. Bell, Jr.
252-442-9791

Section 8 Housing Division

Director

Dianne Renaye Pittman
252-442-8503

Tarboro Office

2228 North Main Street
Tarboro, NC 27886

Family Development Staff

Telephone:
252-641-1355
252-641-1356

Head Start Staff
252-641-1117
252-641-1118

Wilson Office

2000 West Nash Street, Unit 1
Wilson, NC 27893

Family Development Staff

Telephone:
252-237-5285
252-237-8227

Head Start Staff
Telephone:
252-237-0551
252-237-9161
252-237-7635

An Equal Opportunity
Employer Service Provider



December 19, 2013

Pierce Group Benefits
4928 Linksland Drive
Holly Springs, NC 27540

To whom it may concern:

Upon joining Nash-Edgecombe Economic Development, Inc. (NEED, Inc.), I was charged with examining the benefit program offered to our employees. I immediately began a thorough evaluation of insurance brokers with benefits expertise. After a rigorous review, our Board of Directors selected Pierce Group Benefits for their professionalism, extensive public sector experience, and knowledgeable staff.

Pierce Group Benefits has used their risk management expertise to successfully negotiate an improved package of benefits for our employees during the last two years. To date, Pierce Group Benefits has provided NEED, Inc. with health insurance savings totaling over \$425,000 without changing our health plan design.

Changes in NEED, Inc.'s federal funding have led to a reduction in our operating budget. In response to this funding shortfall, Pierce Group Benefits worked with us to make changes to our core benefit package to provide additional savings. The innovative techniques employed by Pierce Group Benefits included offering a Section 125 plan for the first time and a full array of supplemental benefits. They worked with us to offer a more robust, comprehensive benefit program which reduced the out of pocket expenses for our employees.

The Pierce Group Benefits enrollment team successfully communicated all of these changes in a very understandable and thorough manner, both in group sessions and individual sessions with our employees. They also provided benefit statements so that our employees could easily see the employer contribution toward the employee's benefits.

The Pierce Group Benefits staff supports our organization throughout the year by offering very responsive account management and also provides assistance with our wellness initiatives.

I am pleased to offer this recommendation for Pierce Group Benefits.

Best Regards,

Barry Richardson
Executive Director



MECKLENBURG COUNTY
Human Resources Department

To Whom It May Concern:

Mecklenburg County values employees as its most important resource and as a result, provides cost-effective options for the health, safety and security of employees and their families.

The decision to offer new, voluntary insurance options for employees was initiated through a competitive bid process in 2007. At the end of that process, it was clear that the provider of choice was to be the Pierce Group. We began by offering voluntary options for both Cancer and Accident insurance in 2008 and were immediately impressed with the customer service that our employees and the Human Resources staff received from the Pierce Group staff.

We had so much success with the Cancer and Accident plans that in 2010, the Pierce Group was selected as the vendor for our Flexible Spending Account administration and in 2011 we introduced a new Medical Bridge voluntary benefit. The Pierce Group participated in our pre-enrollment, employee education sessions, providing an overview of Flexible Spending Accounts and answering employee questions. This was especially helpful to us due to the impact of Healthcare Reform. They have done a wonderful job equipping our employees with all the information necessary to make informed decisions for themselves and their families.

As a result of the Pierce Group managing our Flexible Spending Accounts, the participation rate has increased. Not only do our employees benefit from having these accounts, but as an employer, our FICA savings also increase. Additionally, we have many employees who have chosen to participate in one of our voluntary benefits. We consistently receive feedback that the Flexible Spending Accounts and voluntary benefits options are valuable components of our total compensation package and the success of these plans is largely due to the diligence and professionalism of the Pierce Group.

Mecklenburg County and the Pierce Group have developed a valuable partnership in addressing the overall business and employee needs for our provided vendor services. We are confident that we made the best decision for Mecklenburg County employees and we will continue to receive the same exemplary service in the future that has been demonstrated thus far.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chris Peek".

Chris Peek
Human Resources Director

PEOPLE • PRIDE • PROGRESS • PARTNERSHIPS

700 East Fourth Street • Charlotte, North Carolina 28202-2886 • (704) 336-2931 Fax (704) 336-7930
www.MecklenburgCountyNC.gov



BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive Bolivia, North Carolina 28422 Phone: 910-253-2900 Fax: 910-253-2983

February 26, 2015

To Whom It May Concern:

As a long standing HR guy for public school systems I face the same challenges that my peers do... we need reliable and dependable systems to help us manage every aspect of our office functions. What is equally important is that these systems need to be supported by the company who provides them. A valued vendor is one who is service oriented and personable in their approach - one who gets to know us and realizes what we need, and then works to help us meet those needs. For the last couple of years I have had the pleasure of working with the *Pierce Group*. I consider them professional in their approach and personal in their delivery of system support. Our school district can depend on them to be a source of guidance when we make decisions regarding our employee's insurance benefits.

I have been working in the field of human resources for some time but still face the challenge of understanding the changes that take place in the insurance industry. When changes in employee benefits occur I have come to trust and to rely on the knowledge of our *Pierce Group* representatives. They take the time to explain the implications of these changes as they relate to the cost or the concept behind the benefit. I can honestly state that they are always there when I call and will make a personal visit on site whenever I request their presence. In this day of automated phone service systems we all have experienced the frustration of being placed on hold or being shuffled from one bank of automated phone connection options to another list of similar choices while wishing that we could speak to someone. This is why I really value the hands-on treatment I receive from the *Pierce Group*. They answer their phones and respond to email messages in a timely fashion, and then they follow-up asking if I received the information needed. As a customer I feel valued and on a personal level I have come to realize that they know me and they know what services or training to provide in order for us to take care of our employees.

I highly recommend the *Pierce Group* as an insurance benefit advisor and provider. Simply put, their service and support is stellar.

Sincerely,

Mark J. Pasier
Exec. Director of Human Resources

A Commitment of Excellence





P.O. Box 400, Lincolnton, NC 28093
Phone: (704) 732-2261 Fax: (704) 736-4321

Lincoln County Schools had our Employee Benefits Program with the previous administrator for over 10 years. At the time they were selected, we were very satisfied, and received good service. Over the years, we left the expertise of selecting benefits, implementing technology, and the overall administration of the program for our employees to our administrator. We trusted them, as an Independent Broker, to shop the market for the best benefits and to make sure that our employees were receiving the best service that technology could offer.

Early in 2013, I felt that we should reevaluate service area programs, including our Employee Benefits Program. As the Assistant Superintendent for Business, the welfare of all 1300 of our employees had always been placed in my hands and I wanted to take our employees into the 21st century. In looking at all service area programs, I found it necessary to take the time to conscientiously investigate not only what our program consisted of, but also what was available in order for us to assure that we were doing the absolute best for our employees and school system.

After a time of in-depth comparison of benefits, technology, and services, and after many hours of discussion between Administration and our Board of Education, we unanimously decided to transition our Employee Benefits Program to the Pierce Group effective January 1, 2014.

The transition process provided by the Pierce Group proved to be virtually seamless. Even though our new benefit package involved a large number of changes being offered to our employees, the level of communication and education provided by the Pierce Group Benefit Counselors was professional and complete. During the enrollment period, I did not receive one single phone call or email from a principal or employee with a complaint. There was no pressure on our employees to make a change, and although they could keep their current coverage, the vast majority of our employees chose to select the new benefits. The open enrollment went so smoothly that I barely realized that we were making a change.

Now that the transition to the Pierce Group is complete, I am convinced that our decision was the right one for Lincoln County Schools and especially for our employees. I would strongly encourage anyone responsible for employee benefits to take an objective look at evaluating the available plans. By taking time to really look at what the Pierce Group offered versus what we had, we came to realize that there is truly a real difference. It was well worth our time and effort.

Sincerely,

A handwritten signature in cursive script that reads "Steven B. Zickefoose".

Steven B. Zickefoose, MBA
Assistant Superintendent
for Business



P. O. Box 439
Clinton, North Carolina 28329
Telephone: 910-592-1401
Fax: 910-590-2445
www.sampson.k12.nc.us

**Sampson County
Board of Education**

Doris Warren
Chairman
G.H. Wilson
Vice Chairman
Mary Brown
Faye Gay
Telfair Simpson
Glenn Tart
Roosevelt Wright

Superintendent
Dr. Ethan Lenker

To Whom It May Concern:

After over a decade of working with another provider, Sampson County Schools felt it was our responsibility to make sure our employees were being provided with the best coverage for the best price. We were pleased with our current provider and did not begin the search for the purpose of making a change. Our committee included two administrative assistants, a teacher assistant, a teacher, a principal, a director and a board member. Many hours were spent reviewing the credentials of seven providers to narrow the search to two providers.

Presentations and question-and-answer sessions were conducted by both providers. Our committee agreed that Pierce Group possessed the experience, trustworthiness, genuine concern and commitment to service that we wanted our employees to experience. We were pleased when the products they offered were of excellent quality and excellent value.

We have not been disappointed with our decision to work with Pierce Group. They worked diligently to make sure our transition process was smooth by making themselves available at all times for questions and by assisting our employees and our personnel office promptly and respectfully. They not only told us the satisfaction of our employees was their priority, they showed us.

In addition to the great service we have received, our employees have saved money. Our enrollment in the Flexible Spending program increased by 51%, saving our employees thousands in tax dollars.

As we prepare for another open enrollment period, we look forward to our continued relationship with Pierce Group. We are confident that we made the best choice for the employees of Sampson County Schools.

Respectfully,

Ethan Lenker, Ed.D.
Superintendent

Wendy R. Cabral, Ed.D.
Assistant Superintendent for Personnel Services

Cost

Our experience and expertise will ensure that Fluvanna County and its employees will get the most out of the benefits available. Most public sector groups have realized the value of working with one consulting firm that can streamline benefit administration functions and provide exceptional service. We are confident that we can exceed your expectations. Please see the proposal for more information about how we improve efficiencies and productivity throughout our clients' organizations.

Pierce Group Benefits would like to provide a comprehensive benefit package to Fluvanna County which may include health, dental, vision, disability, and life insurance plus any voluntary or supplemental benefits offered to employees. We have provided two options, one based on the recommended comprehensive model and one based on the model that currently exists at Fluvanna County.

Option 1: Fee Schedule

Service	Fee
Benefit Communication/Administration	Included
On-site Enrollment Services	Included
Benefit Statements	Included
Benefit Booklets	Included
Benefit Website	Included
Benefit Video	Included
Wellness Communication/Newsletters	Included
Health Fair	Included
Compliance Updates	Included
New Hire Enrollment/Orientation	Included
Market Research	Included
Service Center	Included
Client Education Services	Included
Compliance Attorney Assistance	Included
Claims Analysis	Included
myWave Portal – HR Resources	Included

Pierce Group Benefits provides a comprehensive package to include all services listed above and described in this proposal for all benefits (health, dental, vision, life, disability, and supplemental). Pierce Group Benefits would retain all carrier commissions and receive an Agent fee of \$7.00 PEPM (Per Employee Per Month). This fee will be waived if the health, dental and vision benefits are placed with a carrier that pays agent commissions.



EXHIBIT 4

Enrollment System County Service Agreement

This Enrollment System County Service Agreement and any exhibits attached hereto (collectively, the “**Agreement**”) is entered into this _____ day of _____, 2016 by and between **The Pierce Group Benefits Contractor, LLC (“Contractor”)**, a North Carolina Limited Liability Company authorized to transact business in Virginia and headquartered at: 4928 Linksland Drive, Holly Springs, NC 27540, and County of Fluvanna, a political subdivision of the Commonwealth of Virginia (“**County**”), located at: 132 Main Street, Palmyra, Virginia 22963.

Scope of Services

As a part of the services rendered pursuant to the Benefits Consulting and 3rd Party Administrative Service Contract (the “Service Contract”) of even date herewith to which this Agreement is attached, the Contractor will provide and maintain an employee enrollment and communication platform (the “System”) for the employee benefits that are arranged and brokered by Contractor. The System will provide an electronic database, which will be available to the County via an Internet browser. This database and employee communications system also will be made available to each employee of the County. This recurring service includes annual open enrollment sessions, employee self-service information, family event changes, new hire enrollments and human resource management tools. In order to access the System, County’s authorized users must accept the terms of the use agreement which will appear on the website.

1. COUNTY PROVIDED INFORMATION

1.1 Data.

All Data provided to Contractor by the County or the County’s employees, payroll provider(s), insurance provider(s), auditor(s), legal counsel or other representative(s) (collectively the “County’s Data”) shall be in one or more electronic/magnetic formats acceptable to Contractor. Contractor may deem all such information as true and correct. Contractor shall have no responsibility to inquire into the correctness or accuracy of any such data, and will not be responsible for any losses or expenses that arise due to the submission of incorrect or incomplete Data, or Data transmitted to Contractor in an improper format. Notwithstanding the foregoing, the Contractor has a duty to inform the County as soon as practicable, but in any event within twenty-four (24) hours, of any suspected or known error, omission or other issues relating to the County’s data. The Contractor has appropriate safeguards for protection of Client’s Data in place and for the System including encryption, and other protections all for secure transfers of the County’s Data.

1.2 Instructions.

Contractor is authorized to rely and act upon instructions transmitted electronically through a County’s data entry system, or any other similar electronic instruction system approved by Contractor and the

County. Contractor is authorized to rely and act upon instructions received by Contractor via electronic mail, U.S. Mail or other similar carrier/delivery service, or a facsimile transmission device, which Contractor reasonably believes to be given by individuals authorized by the County. The County hereby authorizes Gail Parrish and Steve Nichols to communicate with Contractor under this Agreement (the "Authorized Users").

1.3 Accuracy of Data.

Contractor has no obligation to determine the accuracy or completeness of any Data submitted by either the County or the County's employees or authorized representatives. In the event of malicious destruction of data by County or County's employees or other authorized users, Contractor will assist the County with reconstruction at no cost.

1.4 Data Exchange.

Upon written request by the County to do so, the Contractor may provide and exchange Data and other information with the County's insurance provider(s), auditor(s), legal counsel or other representative(s) contemplated by this Agreement and permitted by law.

1.5 Beneficiary Documents.

It is the sole responsibility of the County to maintain legally binding beneficiary documents. The County will also be responsible for maintaining certain documents regarding employee eligibility for insurance coverage. Notwithstanding the foregoing, Contractor is liable for discrepancies between the beneficiary data within the System and the information on file with either the County or its insurance carrier to the extent the discrepancy is caused by Contractor, its services or the Contractor's System.

2. USE AND OWNERSHIP

2.1 Grant of License(s).

Subject to the terms and conditions of this Agreement, Contractor hereby grants to County during the term of this Agreement, one (1) or more nonexclusive, non-transferable, non-sub licensable license(s) to permit Authorized Users to access the Contractor portals (through Online Access) and to use Contractor to enter, modify, view, display, download, transmit, reproduce and otherwise process County Data and the results thereof and to perform the other functions included within the System.

2.2 Restrictions.

The license(s) granted in Section 2.1 is limited to the commercially available version of the System offered by Contractor as updated from time to time, and County agrees to continuously transition to the updated versions as requested by Contractor. County shall not, and shall not permit any other party, to (a) copy or modify the System or any portion thereof, or (b) decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code (or the underlying ideas, algorithms, structure or organization) of the System, or (c) use the System for any purpose other than its intended business use.

2.3 Title.

Contractor shall retain all right, title and interest (including, without limitation, all copyrights and registrations, patents and applications, service marks, trademarks, trade secrets and other intellectual property rights) in and to System (including all modifications and enhancements thereto) and all confidential and proprietary support and training methods and materials provided by Contractor. Except for the license(s) granted pursuant to this Agreement, County shall not acquire any interest in or to any of the aforementioned items.

2.4 County Ownership of County Data.

Any County Data obtained by Contractor hereunder, both in hard copy or electronic format, is and shall remain County's property. County hereby grants to Contractor a royalty-free license to use, copy, reproduce, display, and transmit County Data only for the purposes of facilitating County's use of the System and for the provision of Services. County will own the reports and output generated with County Data through access to System in accordance with this Agreement. Upon termination of the Agreement, or the Service Contract to which this Agreement is attached, the Contractor shall immediately return all County Data to the County in a format acceptable to the County in its sole discretion.

2.5 System/Usage Audit.

County hereby grants permission for Contractor to conduct system audits and usage audits of, and conduct maintenance on, the System, during which time Contractor is entitled to access the County's Data.

2.6 Availability/Throughput.

Contractor shall use reasonable efforts to provide a sufficient level of throughput to the Internet to ensure reasonable service/response times and to minimize down times to the System and County Data.

3. FEES

3.1 Fees are \$2.00 per employee per month for access, use and service of the system ("PEPM Fee") and shall begin the first month the system is established and functional for use by the County and/or their employees being July 1, 2016. If the System is down or unavailable, then the PEPM Fee shall be prorated and reduced for the portion of time such was unavailable or down and the County shall pay a reduced PEPM Fee.

3.2 This Agreement is a part of that Service Contract and use of the System shall terminate if the Service Contract terminates.

3.2 The County will be responsible for all fee payments associated with the system and shall make payment to Contractor, 4928 Linksland Drive, Holly Springs NC 27540.

3.3 Contractor agrees to a three year fee guarantee for the amount indicated in **3.1** and Contractor shall not increase the PEPM Fee during such 3 year period.

3.4 Fee Changes.

Fees under this section may be modified by Contractor only as described in Article IV(E) of the Service Contract.

4. CONFIDENTIALITY

4.1 Confidentiality.

Each party agrees that the County's Data (referred to herein as the "**County Confidential Information**") is the confidential property of County, and that all nonpublic information, documentation and material incorporated in, related or referring to the System or services hereunder and which is proprietary or a trade secret as defined under Virginia law and further which is specifically disclosed and conspicuously labeled as such as required under Virginia law is the confidential and proprietary property of Contractor (referred to herein as the "**Contractor Confidential Information**") (County Confidential Information and Contractor Confidential Information referred to hereinafter collectively as the "**Confidential Information**"). The party receiving the Confidential Information, including such party's employees, officers, directors and agents, (collectively, the "**Receiving Party**") shall hold in strict confidence all Confidential Information and shall not use or disclose the Confidential Information except to its professional service providers (e.g., lawyers and accountants) on a strict "need to know" basis for the

purpose of performance of this Agreement or as required by valid legal process. Confidential Information under this Section 4.1 shall not include information that: (i) is or has become publicly available without restriction through no fault of the Receiving Party; (ii) has been received without restriction from a third party lawfully in possession of such information where such third party is not an agent or authorized party of the County; (iii) does not identify County or County Data; or (iv) was in the possession of the Receiving Party before receiving it from the disclosing party. All County Data is additionally subject to the protections for data under the Business Associate Agreement, attached as Exhibit 5 to the Benefits Consulting and 3rd Party Administrative Service Contract of even date herewith (the "Service Contract") and to the relevant provisions of the County's General Terms, Conditions and Instructions to Bidders and Contractors, being a part of Exhibit 1 to the Service Contract.

5. TERM AND TERMINATION

5.1 Term.

This Agreement is a part of the Service Contract and this Agreement shall begin on July 1, 2016 and shall continue during the Term, including all renewals, of the Service Contract until the Service Contract is terminated.

5.2 Termination.

This Agreement shall terminate when the Service Contract terminates.

5.3 Return of Confidential Information.

In the event of termination of this Agreement, upon Contractor's request, County agrees to promptly return all Contractor Confidential Information in its possession, custody or control to Contractor. To the extent Contractor has in its possession, custody or control any County Confidential Information, Contractor agrees to promptly return it to County in a format acceptable to the County in its sole discretion.

6 COUNTY ACKNOWLEDGEMENT

6.1 County Acknowledgment.

County agrees to accept full responsibility for immediately notifying Contractor when County desires to discontinue access by an Authorized User and County understands that, unless it provides such immediate notification, there is potential for unauthorized access to and use of the System.

7 GENERAL PROVISIONS

7.1 Assignment of Agreement.

See Section 50 of the County's General Terms, Conditions and Instructions to Bidders and Contractors, being a part of Exhibit 1 to the Service Contract.

7.2 Force Majeure.

Neither party hereto shall be in breach or default of any provision of this Agreement by reason of its delay or failure to meet any of its obligations hereunder due to any event, circumstance, or cause beyond its reasonable control such as, but not limited to, acts of God, strikes, lock-outs, general governmental orders or restrictions, war, threat of war, hostilities, revolution, riots, epidemics, fire, earthquake, failures of internet infrastructure not caused by the party's own negligence or willful misconduct, or flood. The performance of this Agreement shall then be suspended for as long as any such event shall prevent the affected party from performing its obligations under this Agreement.

7.3 Invalidity; Waivers.

If any provision or portion of this Agreement is held invalid, illegal, void or unenforceable as it appears in this Agreement by reason of any rule of law, administrative or judicial provision or public policy, then such provision shall be construed as being enforceable to the extent allowed thereunder. All other provisions of this Agreement shall nevertheless remain in full force and effect.

Neither of the parties shall be deemed to have waived any of its rights, powers or remedies hereunder unless the waiving party expresses such a waiver in writing.

Witness the following duly authorized signatures and seals:

The Pierce Group Benefits, LLC,
a North Carolina limited liability company
Authorized to transact business in Virginia

Fluvanna County,
a political subdivision of the
Commonwealth of Virginia

BY: _____

BY: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

Fluvanna County Attorney

**Exhibit 5
BUSINESS ASSOCIATE AGREEMENT**

This BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) is entered into by and between The Pierce Group Benefits, LLC, a North Carolina limited liability company authorized to transact business in Virginia (hereinafter the “Business Associate”), and Fluvanna County, a political subdivision of the Commonwealth of Virginia, (hereinafter the “Plan Sponsor”) as of the latest of the execution dates set forth below in Section VII.

I. GENERAL PROVISIONS

- A. Purpose.** Business Associate has been retained by Plan Sponsor to perform certain plan-related functions, activities, or services (collectively, “Services”) on behalf of its Group Health Plan that is part of the Plan Sponsor’s Organized Health Care Arrangement.

These Services may include, but are not limited to: enrollment/disenrollment activities, consulting services such as underwriting, premium rating, communications , reporting and other activities relating to the creation, modification, termination, renewal, or replacement of group health benefits and carriers/vendors, certain plan administration functions such as quality assurance, claims auditing, monitoring of other Group Health Plan vendors and management of carve-out benefits or special programs.

The terms and provisions of this Agreement are incorporated in and shall supersede any conflicting or inconsistent terms and provisions of any other agreement, including without limitation the Service Agreement, to which Business Associate, Group Health Plan, and the Plan Sponsor are parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference.

This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by Business Associate to Group Health Plan or Plan Sponsor, consistent with the standards set forth in regulations and administrative guidance with respect to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), including as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).

Any notification to the Group Health Plan to be made shall be directed to the County of Fluvanna, Attention Steve Nichols, 132 Main Street, Palmyra, VA 22963 with a copy to the County Attorney, Frederick W. Payne, 414 east Jefferson Street, Charlottesville, VA 22902. Any rights of the Group Health Plan are rights of the County of Fluvanna, a political subdivision of the Commonwealth of, Virginia. Any obligations of the Business Associate to the Group Health Plan are obligations to the County of Fluvanna.

B. Effective Date. The provisions of this Agreement shall take effect on 1/14/2016.

C. Definitions. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy and Security Rules. Other defined terms include:

1. "Breach" shall have the meaning given such term in 45 C.F.R. §164.402.
2. "Designated Record Set" shall have the meaning given such term in 45 C.F.R. §164.501.
3. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.
4. "Individual" shall have the same meaning given such term under 45 C.F.R. §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
5. "Organized Health Care Arrangement" shall mean two or more group health plans maintained by the Plan Sponsor, or two or more group health plans maintained by the Plan Sponsor and the health insurance issuers or health maintenance organizations providing coverage for the plans (but only to the extent that the information maintained by the health insurance issuers or health maintenance organizations relates to individuals who are or were participants in any of the group health plans), as set forth in 45 C.F.R. § 160.103. Any such Organized Health Care Arrangement shall be designated in writing by the Plan Sponsor, and may be referred to collectively herein as "Group Health Plan."
6. "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.
7. "Protected Health Information" (or "PHI") shall have the meaning given to such term in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of Group Health Plan.
8. "Required By Law" shall have the same meaning given to such term in 45 C.F.R. §164.103.
9. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("HHS") or his designee.
10. "Security Incident" shall have the same meaning given to such term in 45 C.F.R. §164.304.
11. "Security Rules" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, subpart C.
12. "Unsecured Protected Health Information" shall have the same meaning given to such term in 45 CFR §164.402.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Scope of Use and Disclosure of Protected Health Information. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

- B. Safeguards Against Misuse of Information.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement. Furthermore, Business Associate will implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Group Health Plan as required by the Security Rules. To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.
- C. Duty to Mitigate.** Business Associate agrees to cure or mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this Agreement.
- D. Reporting of Violations.** Business Associate agrees to notify the Group Health Plan, in writing, of any use or disclosure of the PHI not provided for by this Agreement, any Security Incident, and any Breach of Group Health Plan's Unsecured Protected Health Information. This notification will be made within seven (7) business days after the discovery of the use, disclosure, Security Incident, or Breach. In the event of a Breach, if a delay is requested by law enforcement under 45 CFR §164.412, Business Associate may delay notifying the Group Health Plan for the applicable timeframe. This notification will include, to the extent possible, the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired used or disclosed during the Breach. Business Associate will also provide the Group Health Plan with any other available information that the Group Health Plan is required to include in its notification to the individual under 45 CFR §164.404(c) at the time of the initial notification or promptly thereafter as the information becomes available.
- E. Use or Disclosure to Subcontractors.** Business Associate shall ensure that any subcontractor or agent to whom it provides PHI received from, or created or received by Business Associate on behalf of, Group Health Plan agrees to implement reasonable and appropriate safeguards to protect the Group Health Plan's PHI. In turn, Business Associate agrees to ensure that any such subcontractor or agent agrees, in writing, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall provide copies of such agreements to Plan Sponsor upon request.
- F. Access, Amendment, and Accounting Responsibilities.** To the extent Business Associate retains PHI, the Business Associate agrees: (i) to provide access to the PHI that it maintains in Designated Record Sets to the Group Health Plan if requested by the Group Health Plan in accordance with 45 C.F.R. § 164.524; (ii) to document any disclosures of PHI and the information related to such disclosures to respond to an accounting of disclosures of PHI if requested by the Group Health Plan in accordance with 45 C.F.R. § 164.528; and (iii) to make amendments to PHI that it maintains in a Designated Record Set as directed by the Group Health Plan in accordance with 45

C.F.R. § 164.526. Business Associate assumes no obligation to coordinate the provision, amendment, or accounting of PHI maintained by other business associates of the Group Health Plan. Notwithstanding the foregoing, the Group Health Plan will not request that the Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy, Security, or the HITECH Rule, or pertinent state law(s) if such disclosure or use were done by the Group Health Plan itself.

- G. Electronic Data Interchange.** Solely in the event that Business Associate transmits or receives any Transactions (as that term is defined in 45 C.F.R. §160.103) on behalf of Group Health Plan, Business Associate shall comply with any applicable provisions of the Electronic Data Interchange Requirement (as set forth in 45 C.F.R. parts 160 and 162) and shall ensure that any subcontractors or agents that assist Business Associate in conducting Transactions on behalf of Group Health Plan agree in writing to comply with the Electronic Data Interchange Requirements.
- H. Availability of Books and Records.** For purposes of the Secretary determining the Group Health Plan's compliance with the Privacy Rules, Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Group Health Plan available (i) to the Group Health Plan in a mutually agreeable time and manner, or (ii) to the Secretary in the manner designated by the Secretary.
- I. HITECH Act Business Associate Agreement Requirements.** The parties intended for this Agreement to satisfy the requirements of sections 13401(a) and 13404(a) of the HITECH Act that specified security and privacy provisions requirements be incorporated into business associate agreements. This Agreement shall be interpreted in a manner consistent with this intention.

III. OBLIGATIONS AND ACTIVITIES OF GROUP HEALTH PLAN AND PLAN SPONSOR

- A. Obligations of Group Health Plan and Plan Sponsor.** To the extent permitted by applicable law, Group Health Plan, or Plan Sponsor on behalf of Group Health Plan, shall inform Business Associate with respect to the following privacy practices and restrictions:
1. Group Health Plan shall provide Business Associate with a copy of the notice of privacy practices that Group Health Plan produces and distributes in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice. Furthermore, Group Health Plan shall specifically notify Business Associate of any limitation(s) in its notice of privacy practices to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI.
 2. Within five (5) days of actual knowledge of a change, the Group Health Plan shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures as set forth in this Agreement or the Service Agreement.
 3. Group Health Plan, or Plan Sponsor on behalf of the Group Health Plan, shall notify Business Associate within five (5) business days of its actual knowledge of any restriction to the use or disclosure of PHI requested by an Individual in

accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. In turn, due to the wide variety of services and clients of Business Associate, Business Associate has limited capacity to comply with special privacy restrictions requested by Individuals. Accordingly, Group Health Plan agrees that it will only accommodate such requests to the extent required by 45 C.F.R. §164.522(b)(1)(ii). Should it not comply with a request, it shall submit written notification to the Plan Sponsor of a detailed description of its failure to comply and a statement of why Business Associate is not obligated under law to comply.

4. Group Health Plan shall notify Business Associate in advance when practicable of the time and manner in which Business Associate must comply with requests by Group Health Plan with respect to any of the obligations and activities of Business Associate set forth above in Section II, and in all events such times and manners shall be reasonable.
5. Plan Sponsor acknowledges and agrees that the Privacy Rules allow Group Health Plan to permit Business Associate to disclose or provide access to PHI to Plan Sponsor only after Plan Sponsor has amended its plan documents to provide for the permitted and required uses and disclosures of PHI and to require Plan Sponsor to provide a certification to Group Health Plan that certain required provisions have been incorporated into Group Health Plan's plan documentation before Group Health Plan may disclose, either directly or through a business associate, any PHI to Plan Sponsor. Plan Sponsor hereby warrants and represents that Group Health Plan's plan documentation has been or will be amended and that Group Health Plan has or will have received such certification from Plan Sponsor no later than the Effective Date of this Agreement.
6. Plan Sponsor acknowledges and agrees that the Privacy Rules allow Group Health Plan to permit Business Associate to disclose or provide access to PHI to only those employees or other persons (including third parties) under the control of Plan Sponsor who are described by name or position in Group Health Plan's plan documentation as the persons who are given access to PHI solely to carry out plan administration functions that Plan Sponsor performs for Group Health Plan. Accordingly, notwithstanding any other terms and conditions of this Agreement, to the extent that the fulfillment of its obligations under this Agreement requires Business Associate to disclose or provide access to PHI to Plan Sponsor or any employees or other persons (including third parties) under the control of Plan Sponsor, Business Associate shall make such disclosure of or provide such access to PHI only as follows:
 - (a) It is acknowledged and agreed that the Privacy Rules require Group Health Plan to maintain policies and procedures to ensure that any PHI that it uses, requests, or discloses be no more than the minimum necessary to accomplish the intended purpose. Group Health Plan hereby warrants and represents that any requests for Plan Sponsor will be for no more than the minimum amount necessary for the intended purpose.
 - (b) Business Associate shall provide PHI to other business associates who assist in administering Group Health Plan and are authorized by Group Health Plan to receive such information for the purpose of facilitating plan administration. Such parties may include, but are not limited to, third-party administrators,

consultants, brokers, auditors, successor administrators or insurers, and stop-loss carriers. Group Health Plan shall enter into and maintain a written agreement with each agent and subcontractor or other third party to which it directs Business Associate to disclose PHI under which such agent, subcontractor, or other third party is legally bound by the same restrictions with respect to PHI that apply to Business Associate pursuant to this Agreement.

B. Permissible Requests by Group Health Plan or Plan Sponsor. Group Health Plan or Plan Sponsor shall not request Business Associate to use, disclose, or handle PHI in any manner that would not be permissible under the Privacy and Security Rules if done by the Group Health Plan, except for the data aggregation or management and administrative activities of the Business Associate.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

A. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Group Health Plan or Plan Sponsor as specified in this Agreement, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Group Health Plan or Plan Sponsor, or the minimum necessary policies and procedures of the Group Health Plan and Plan Sponsor.

B. Specific Use and Disclosure Provisions.

1. Business Associate will make reasonable efforts to use, disclose, and to request only the minimum amount of the Group Health Plan's PHI necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be required to comply with this minimum necessary limitation if neither Business Associate nor the Group Health Plan is required to limit its use, disclosure or request to the minimum necessary. Business Associate and the Group Health Plan acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act.
2. Except as otherwise limited in this Agreement or in the Service Agreement, specific examples of permitted use or disclosure of PHI by Business Associate on behalf of, or to provide Services to, Group Health Plan and Plan Sponsor include:
 - (a) To enroll or disenroll participants and beneficiaries in and/or confirm or not confirm enrollment (as determined by the plan administrator of Group Health Plan) of participants and beneficiaries for coverage under Group Health Plan. (Note that only enrollment/disenrollment information may be used by Business Associate to provide these services to Plan Sponsor unless Plan Sponsor satisfies its obligations under Section III.A.6).
 - (b) To assist Plan Sponsor with respect to certain specific plan administration functions, such as claims processing, quality assurance, auditing of the Group Health Plan, monitoring of the Group Health Plan and its vendors, and management of carve-out health plans (such as vision or dental). For

purposes of this section, claims processing shall include investigating, auditing, and otherwise administering and facilitating the payment of Group Health Plan claims from the payers of such claims (including, but not limited to, providing advocacy and troubleshooting assistance to participants and beneficiaries, the coordination of benefits, determination of cost sharing amounts, and subrogation of health benefit claims), and obtaining payment on behalf of Plan Sponsor under a contract for stop-loss or reinsurance being utilized with respect to Group Health Plan. (Note that Plan Sponsor must satisfy its obligations under Section III.A.6 before Business Associate can provide these services to Plan Sponsor.)

(c) To assist Group Health Plan and Plan Sponsor with respect to underwriting, premium rating, and other activities relating to the creation, modification, termination, renewal, or replacement of a contract of health insurance or health benefits, and the ceding, securing, or placing of a contract for stop-loss or reinsurance of risk relating to health care claims. (Note that Summary Health Information may be used to provide these services, even if Plan Sponsor has not satisfied its obligations under Section III.A.6.)

3. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).
4. 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 any present or future legal responsibilities of the Business Associate.
5. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Group Health Plan as permitted by 42 C.F.R. §164.504(e)(2)(i)(B).

C. Applicability. This Agreement applies with respect to any aspect of the Services Agreement that involves the use or disclosure of PHI but only to the extent that the services or transactions of Business Associate are not exempt from HIPAA pursuant to 1179 of the Social Security Act (42 U.S.C. §1320d-8).

V. TERM AND TERMINATION

A. Term. The term of this Agreement shall commence as of the Effective Date set forth above in Section I.B, and shall terminate when all of the PHI provided by Group Health Plan Entity to Business Associate, or created or received by Business Associate on behalf of Group Health Plan, is destroyed or returned to Group Health Plan, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Section.

B. Termination for Cause. Upon Group Health Plan's or Plan Sponsor's knowledge of a material breach by Business Associate, Group Health Plan (or, Plan Sponsor, on behalf of Group Health Plan) shall either:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Service Agreement if Business

Associate does not cure the breach or end the violation within the time specified by Group Health Plan or Plan Sponsor;

2. Immediately terminate this Agreement and the Service Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
3. If neither termination nor cure is feasible, Group Health Plan or Plan Sponsor shall report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in Section V.C.2, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all PHI received from Group Health Plan, or created or received by Business Associate on behalf of Group Health Plan. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide Group Health Plan notification of the conditions that make return or destruction infeasible. If Group Health Plan and Business Associate mutually agree that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. ACKNOWLEDGEMENT AND SIGNATURES

The parties acknowledge that they have read this agreement, understand it, and agree to be bound by its terms. Accordingly, in witness whereof, this Agreement is executed by the parties, by their duly authorized representatives as of the date set forth above.

**PLAN SPONSOR
County of Fluvanna**

Printed Name of Officer: Steve Nichols

Signature: _____

Title: County Administrator

Date: _____

**BUSINESS ASSOCIATE
The Pierce Group Benefits, LLC**

Printed Name of Officer: Donald E. Pierce (Pierce Group Benefits LLC)

Signature: _____

Title: President

Date: 1/13/2016

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: February 3, 2016

AGENDA TITLE:	Appointment to the Fluvanna Partnership for Aging Committee				
MOTION(s):	I move to appoint Linda Bernick to the Fluvanna Partnership for Aging (FPA) Committee, Palmyra District position, replacing Deborrah Foreman who has resigned, with a term to begin immediately, and to terminate December 31, 2017.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Kelly Belanger Harris, Clerk to the Board				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Current				
DISCUSSION:	<p>Ms. Linda Bernick is currently one of the FPAs At Large representatives, but lives in the Palmyra District. Ms. Deborrah Foreman recently resigned as the Palmyra District representative on the FPA. This change will move Ms. Bernick into the Palmyra District position, and we will then work to fill the vacant At Large and Rivanna positions on the Committee.</p> <p>New membership alignment with this change:</p> <ul style="list-style-type: none"> Columbia – Curtis Putnam Cunningham – Stephanie Fick Fork Union – Joan Talley Palmyra – Linda Bernick Rivanna – VACANT At Large – Amy Kirchner At Large – VACANT 				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	None				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: February 18, 2015

AGENDA TITLE:	Confirmation of Local Emergency Declaration				
MOTION(s):	I move to confirm the decision for a local emergency declaration within Fluvanna County in response to a significant winter storm event, making the declaration effective 10 a.m. on Friday, January 22, 2016, and to be ended, effective retroactively, as of noon, January 26, 2016.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
		XX			
STAFF CONTACT(S):	Cheryl J. Elliott, Emergency Services Coordinator				
PRESENTER(S):	Cheryl J. Elliott, Emergency Services Coordinator				
RECOMMENDATION:	Approve				
TIMING:	Immediate				
DISCUSSION:	In order to take advantage of any state/federal mutual aid and/or reimbursements for costs incurred during this snow event, a local declaration must be in place.				
FISCAL IMPACT:	Personnel overtime and supply costs were incurred during the weekend event in order to provide emergency response for citizens across the County and for general snow removal needs at the public facilities, including the fire and rescue stations and Sheriff’s office complex. If Virginia does not meet federal thresholds for the event, local reimbursements will not be available and the cost will be fully borne by Fluvanna County.				
POLICY IMPACT:	<p>This action is consistent with the requirements of the Code of Virginia Emergency Services and Disaster Law.</p> <p style="text-align: center;">Code of Virginia § 44-146.21. Declaration of local emergency.</p> <p>(a) A local emergency may be declared by the local director of emergency management with the consent of the governing body of the political subdivision. In the event the governing body cannot convene due to the disaster or other exigent circumstances, the director, or in his absence, the deputy director, or in the absence of both the director and deputy director, any member of the governing body may declare the existence of a local emergency, subject to confirmation by the governing body at its next regularly scheduled meeting or at a special meeting within fourteen days of the declaration, whichever occurs first. The governing body, when in its judgment all emergency actions have been taken, shall take appropriate action to end the declared emergency.</p>				
LEGISLATIVE HISTORY:	The last local emergency declaration was in response to a winter storm event February 16-27, 2015.				
ENCLOSURES:	Fluvanna County Resolution for Declaration of Local Emergency				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other
	XX				

Resolution for the Declaration of Local Emergency

WHEREAS, the Board of Supervisors of Fluvanna County does hereby find that:

- i.** That the actual and predicted extreme cold temperatures and heavy snowfall and otherwise dangerously inclement weather in Fluvanna County is or threatens to be of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate the damage, loss, hardship or suffering threatened or caused thereby;
- ii.** That a state of emergency throughout the Commonwealth has previously been declared by the Governor;
- iii.** That, due to the extreme winter weather, a condition of peril to life and property necessitates the proclamation of the existence of a local emergency;

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Virginia Code Section 44-146.21, the Director of Emergency Services has declared the existence of a local emergency for Fluvanna County, which such local emergency exists throughout Fluvanna County effective retroactively as of 10 a.m. on January 22, 2016, to which declaration the Board of Supervisors hereby consents; and

BE IT FURTHER RESOLVED that during the existence of said local emergency, the Director of Emergency Management and the Emergency Services Coordinator of Fluvanna County respectively, shall have the powers, functions and duties prescribed by Virginia Code Section 44-146.21(c1) and by the Fluvanna County Emergency Services Plan in order to mitigate the effects of said local emergency; and

BE IT FURTHER RESOLVED pursuant to Virginia Code Section 44-146.21, that the local emergency heretofore declared within Fluvanna County effective 10 a.m. on January 22, 2016, be, and it is hereby, **DECLARED TO BE ENDED**, effective retroactively as of noon, January 26, 2016.

ADOPTED by the Board of Supervisors of Fluvanna County, Virginia, this 3rd day of February 2016.

Date

John Michael Sheridan
Chair, Board of Supervisors
Fluvanna County

Attest:

Kelly Belanger Harris
Clerk to the Board of Supervisors
Fluvanna County
Commonwealth of Virginia

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: February 3, 2016

AGENDA TITLE:	PVCC Annual Update				
MOTION(s):	N/A				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			X		
STAFF CONTACT(S):	Frank Friedman, PVCC President				
PRESENTER(S):	Frank Friedman, PVCC President				
RECOMMENDATION:	N/A				
TIMING:					
DISCUSSION:	Annual update presentation				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	N/A				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: February 3, 2016

AGENDA TITLE:	VDOT Quarterly Report				
MOTION(s):					
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
			XX		
STAFF CONTACT(S):	Robert Popowicz, Community Development Director				
PRESENTER(S):	Joel DeNunzio, VDOT Charlottesville Residency Administrator				
RECOMMENDATION:					
TIMING:					
DISCUSSION:					
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:	January 2016 VDOT Report				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other



**Culpeper District
Fluvanna County Monthly Report
February 2016**

Preliminary Engineering

PROJECT	LAST MILESTONE	NEXT MILESTONE	AD DATE
Route 53 Safety Improvements HSIP Project Rumble Strips	Right of Way	Advertisement	TBD
Route 53 Safety improvements at Route 618	Right of Way	Application for funding thru HB-2	TBD*
Roundabout at US 15 and Route 53	Right of Way NTP	Application for funding thru HB-2	TBD*
Route 600 North Boston Road	Authorize PE	Survey	TBD
Route 633 North Boston Road – Reconstruction	--	Project Scoping	2023
Route 629 Deep Creek Road– Bridge Replacement	--	Project Scoping	January 2018

* Pending funding from HB-2

Construction Activities

Bridge Projects

- **Route 6 Rivanna River Bridge**—Bridge is currently closed. Complete demolition of old bridge. Begin work on Phase 2 Structure. Completion July, 2016.

Resurfacing Projects

- **Plant Mix**—Project has been delayed, NTP March 14, 2016.

Traffic Engineering Studies

Completed

None at this time

Under Review

None at this time.

Maintenance Activities

VDOT Area Headquarter crews completed the following activities during the past month. For specific route activities, please contact the Charlottesville Residency Office.

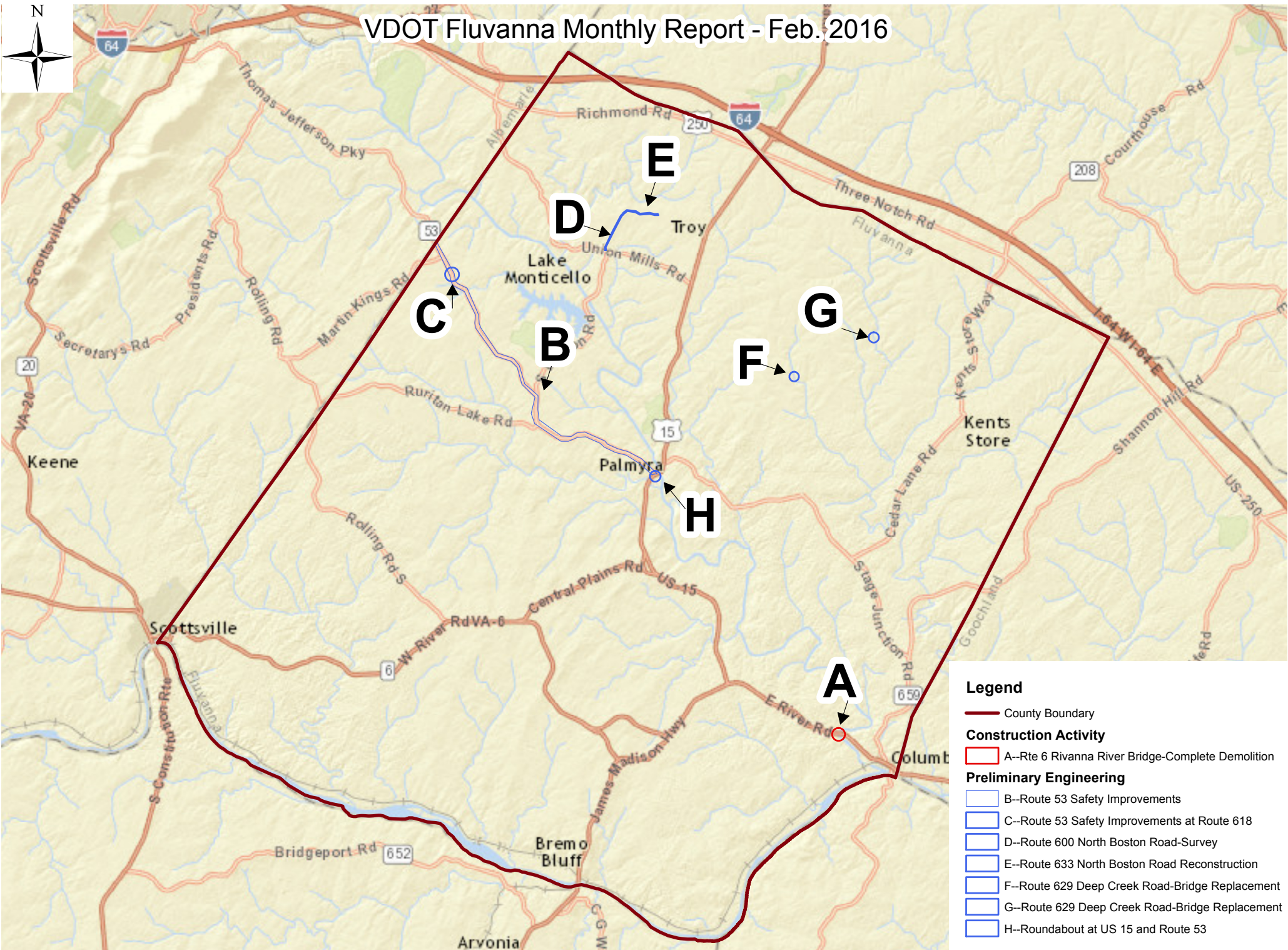
- Drainage repairs made on 2 primary routes and 9 secondary routes
- Machining on 3 NHS secondary routes
- Mowing on 1 primary route and 8 secondary routes
- Patching was performed on 2 primary routes and 4 secondary route
- Shoulders repaired on 1 secondary route
- Tree removal on 2 primary routes and 5 secondary routes
- Trimming on 2 primary routes and 1 secondary routes
- All areas are preparing equipment for emergency winter weather operations

BOS Manual Link:

http://www.virginiadot.org/business/resources/local_assistance/BOSManual-2015.pdf

Joel DeNunzio, P.E.
Resident Engineer
VDOT Charlottesville Residency
434-293-0011

VDOT Fluvanna Monthly Report - Feb. 2016



- Legend**
- County Boundary
 - Construction Activity**
 - A--Rte 6 Rivanna River Bridge-Complete Demolition
 - B--Route 53 Safety Improvements
 - C--Route 53 Safety Improvements at Route 618
 - D--Route 600 North Boston Road-Survey
 - E--Route 633 North Boston Road Reconstruction
 - F--Route 629 Deep Creek Road-Bridge Replacement
 - G--Route 629 Deep Creek Road-Bridge Replacement
 - H--Roundabout at US 15 and Route 53



**FLUVANNA COUNTY BOARD OF SUPERVISORS
AGENDA ITEM STAFF REPORT**

Meeting Date: February 3, 2016

AGENDA TITLE:	Fiscal Year 2017 Budget Proposal and FY 2018-2021 Projected Budgets (<i>The Five-Year Financial Plan</i>)				
MOTION(s):					
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
STAFF CONTACT(S):	Steve Nichols, County Administrator, and Eric Dahl, Finance Director				
PRESENTER(S):	Steve Nichols, County Administrator, and Eric Dahl, Finance Director				
RECOMMENDATION:	None				
TIMING:	Routine				
DISCUSSION:					
FISCAL IMPACT:					
POLICY IMPACT:					
LEGISLATIVE HISTORY:					
ENCLOSURES:					
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: February 3, 2016

AGENDA TITLE:	Fluvanna Parks and Recreation and JABA MOU Addendum				
MOTION(s):	I move to accept Addendum No. 1 to the 2014 Memorandum of Understanding between the Jefferson Area Board for Aging (JABA) and Fluvanna County, and authorize the County Administrator to execute the agreement, subject to County Attorney approval as to form.				
AGENDA CATEGORY:	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				X	
STAFF CONTACT(S):	Jason Smith/Parks and Recreation Director				
PRESENTER(S):	Jason Smith				
RECOMMENDATION:	Approve				
TIMING:	N/A				
DISCUSSION:	We have updated the MOU between Fluvanna County Parks and Recreation and JABA to include all new and ongoing active older adult center meal schedules.				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	N/A				
ENCLOSURES:	Current Fluvanna County Parks and Recreation and JABA MOU and addendum.				
REVIEWS COMPLETED:	Legal	Finance	Purchasing	HR	Other

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

BETWEEN

THE JEFFERSON AREA BOARD FOR AGING (JABA)

AND

FLUVANNA COUNTY

This document is in reference to an agreement dated July 2, 2014 between the parties named below.

BE IT KNOWN that the undersigned parties, for good consideration, agree to adhere to the policy outlined below. These additions shall be valid as if part of the contract.

Witnessed that Fluvanna County and JABA, in consideration of the terms, covenants, and promises herein contained agree as follows:

- I. Fluvanna County Parks and Recreation agrees to schedule two monthly program days wherein a JABA Congregate meal is provided during the lunch hour at each active older adult center.
 - a. Exceptions include unplanned closures resulting from inclement weather, planned holidays and to be developed Center Operating schedules. These closures would involve meal cancellation communicated by Parks and Recreation staff with the Hillsdale Kitchen and in coordination with JABA staff.

**Memorandum of Understanding
Between
The Jefferson Area Board for Aging
AND
Fluvanna County**

This Memorandum of Understanding (MOU) is entered into this 2nd day of July, 2014 by and between the Jefferson Area Board for Aging, hereinafter JABA and Fluvanna County for nutritional services to be rendered as part of JABA's Congregate Nutrition Program. This MOU will remain in effect unless terminated by either party upon 60 days written notice.

Witnessed that Fluvanna County and JABA, In consideration of the terms, covenants, and promises and agreement herein contained agree as follows:

- I. Scope of Services
 - a. Fluvanna County Parks and Recreation will operate a senior nutrition site one day a week from 10:00AM to 2:00 PM at the Fluvanna County Parks and Recreation building. Fluvanna County and JABA are obligated to meet all program requirements described in the Nutrition Policy and Procedure Manual. The basic components include:
 - i. Participant Eligibility
 - ii. Physical Facility, Accessibility and Equipment
 - iii. Assessment and Referral
 - iv. Elderly Nutrition Requirements
 - v. Food Service Sanitation and Handling Requirements
 - vi. Food Quality
 - vii. Contributions
 - viii. Fire Drill
 - ix. Emergency Situations
 - x. Reporting Requirements
 - xi. Quality Assurance

- II. JABA agrees to:
 - a. Provide a monthly menu approved by a certified registered dietician.
 - b. Provide all needed paperwork, instructions and materials for necessary reporting.
 - c. Provide all employee contact information and brief job descriptions as needed to ensure accurate referrals can occur.
 - d. Transport the meals and supplies to the center.
 - e. Inspect nutrition site for compliance with all applicable federal, state and local laws.
 - f. Provide nutrition site policy and procedure manual.

- g. Provide annual food, sanitation and handling training for all JABA volunteers and Fluvanna County staff as applicable.
 - h. Complete all necessary new member paperwork and required program data entry.
 - i. Provide a JABA liaison who will visit the site monthly to collect all reports and contributions and to offer needed support.
 - j. Inquire about unmet needs on a monthly basis via JABA liaison.
 - k. Receive food and supply orders from the site. Orders will be placed and transported as needed to the site.
 - l. Make programming resources available to Fluvanna County staff including trainings, meetings, and workshops.
 - m. Assist with volunteer recruitment as needed via JABA Volunteer Service.
 - n. Provide volunteer liability insurance for all registered JABA volunteers.
- III. Fluvanna County Parks and Recreation agrees to:
- a. To comply with the Congregate Nutrition Site requirements as specified in the Policy and Procedure Manual.
 - b. Provide a safe ADA compliant environment for older persons free of architectural barriers that limit their participation.
 - c. Serve catered meals meeting food sanitation and service requirements as specified.
 - d. Order food and supplies in accordance to JABA's ordering schedule.
 - e. Survey clients regarding satisfaction of meals by participating in JABA's annual client satisfaction survey.
 - f. Coordinate quarterly nutrition education with community resources utilizing the JABA nurse, Cheryl Petencin.
 - g. Coordinate monthly site council meetings wherein members gather and provide feedback regarding programming.
 - h. Provide a Health Department approved area for the set up and dispensing of meals. This includes the use of a correctly operating refrigerator and stove that maintains food at or above 140 degrees.
 - i. Have equipment that is sturdy and appropriate for older persons including tables and chairs for meals. The site shall have adequate space between tables and other furniture to allow persons with canes, crutches, and walkers or who are in wheelchairs to move safely.
 - j. To have JABA reporting materials completed and ready for JABA Liaison to pick up on the last operating Wednesday of the month. Should a holiday or trip interfere, previous communications will be had to ensure deadlines are met.
 - k. To plan and record quarterly fire drills.

Termination Policy

Either party may terminate this MOU by submitting their intent to terminate in writing to the other party at least 60 days in advance of termination.

Either party may terminate this MOU in the event either is not in compliance with specified agreement terms such as meal temperature standards for catered meals, reporting requirements, etc. by submitting its intent in writing to the other party at least 60 days in advance of termination

Confidentiality

Fluvanna County shall take reasonable measures to maintain the confidentiality of personal information about participants except with the participants' prior written consent or as otherwise required or permitted by law.

Contact Persons

Nutrition Services:

Emily Daidone, Manager of Community Centers and HDM
JABA
674 Hillsdale Drive, Suite 9
Charlottesville, Va. 22901
(434) 817-5249

Parks and Recreation Services:

Jason Smith, Director of Parks and Recreation
P.O. Box 128
Fork Union, VA 23055
(434) 842-3150

Accepted and agreed on this 2nd day of July, 2014

By: Marta M. Keane 7/23/14
Marta Keane, JABA CEO
JABA
674 Hillsdale Drive, Suite 9
Charlottesville, Va. 22901
(434) 817-5222

By: Steven M. Nichols 7/23/14
Steven M. Nichols, County Administrator
Fluvanna County
132 Main Street
Post Office Box 540
Palmyra, VA 22963
(434) 591-1910

FLUVANNA COUNTY BOARD OF SUPERVISORS AGENDA ITEM

Meeting Date: February 3, 2016

AGENDA TITLE:	A Resolution Recognizing Donald W. Weaver And The Dedication Of The Donald W. Weaver Building				
MOTION(s):	I move to adopt the Resolution titled, "A Resolution Recognizing Donald W. Weaver And The Dedication Of The Donald W. Weaver Building."				
CATEGORY	Public Hearing	Action Matter	Presentation	Consent Agenda	Other
				XX	
STAFF CONTACT(S):	Steven M. Nichols, County Administrator				
PRESENTER(S):	Steven M. Nichols, County Administrator				
RECOMMENDATION:	Approve				
TIMING:	Routine				
DISCUSSION:	None				
FISCAL IMPACT:	N/A				
POLICY IMPACT:	N/A				
LEGISLATIVE HISTORY:	None				
ENCLOSURES:	Draft Resolution titled, "A Resolution Recognizing Donald W. Weaver And The Dedication Of The Donald W. Weaver Building"				
REVIEWS	Legal	Finance	Purchasing	HR	Other



BOARD OF SUPERVISORS
County of Fluvanna
Palmyra, Virginia

RESOLUTION No. 03-2016

**A RESOLUTION RECOGNIZING DONALD W. WEAVER AND THE
DEDICATION OF THE DONALD W. WEAVER BUILDING**

At a regular meeting of the Board of Supervisors of Fluvanna County held in the Fluvanna County Courts Building at 4:00 PM on Wednesday, February 3, 2016, at which the following resolution was adopted by a majority of all members of the Board of Supervisors, the vote being recorded in the minutes of the meeting and as shown below.

WHEREAS, during his long tenure of service to the citizens of Fluvanna County, Donald W. Weaver has served as the Cunningham District representative on the School Board from 1980 to 1987, as the Cunningham District representative on the Board of Supervisor from 1990 to present, and on numerous County and area boards, commissions, and committees over the past 35 years; and

WHEREAS, in view of his tireless dedication and continuing years of service, the Fluvanna County Board of Supervisors wishes to recognize these efforts by dedicating the Clerk of the Circuit Court's former office building, more recently housing the offices of the Children's Services Act Coordinator, in his honor;

NOW THEREFORE BE IT RESOLVED, on this 3rd day of February 2016, the Fluvanna County Board of Supervisors does hereby name the old Clerk's Office Building located adjacent to the Historic Courthouse in honor of Donald W. Weaver, and

BE IT RESOLVED FURTHER, the Fluvanna County Board of Supervisors wishes to express deep gratitude to Donald W. Weaver for his long and continuing service to the County of Fluvanna.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Fluvanna County Board of Supervisors at a regular meeting of the Board held on the 3rd day of February, 2016:

	AYE	NAY	ABSTAIN	ABSENT	MOTION	SECOND
Mozell H. Booker, Fork Union District	X					
Patricia B. Eager, Palmyra District	X					
Anthony P. O'Brien, Rivanna District	X					
John M. Sheridan, Columbia District	X					
Donald W. Weaver, Cunningham District			X			

A Copy, teste:

Kelly Belanger Harris
Clerk to the Board of Supervisors
Fluvanna County, Virginia



COUNTY OF FLUVANNA

"Responsive & Responsible Government"

P.O. Box 540
Palmyra, VA 22963
(434) 591-1910
Fax (434) 591-1911
www.fluvannacounty.org

MEMORANDUM

Date: February 3, 2016
From: Mary Anna Twisdale/ Management Analyst
To: Board of Supervisors
Subject: FY16 Capital Reserve Balances

The FY16 Capital Reserve account balances are as follows:

County Capital Reserve:

FY15 Carryover	\$15,970.00
FY16 Beginning Budget:	\$100,000.00
Less: HVAC Repairs at Various County Buildings 9.2.15	-\$42,900.00
Less: FSPCA Repairs 9.2.15	-73,700.00
Plus: Transfer from Unassigned Fund Balance 9.2.15	\$50,000.00
Less: Equipment Replacement at Carysbrook Sewage Pump Station 12.16.15	-\$35,000.00
Available:	\$14,370.00

Schools Capital Reserve:

FY15 Carryover	\$203,733.00
FY16 Beginning Budget:	\$125,000.00
Less: Evacuation Chairs and Installation 10.21.15	-\$7,600.00
Less: School Board Office Roof Repair 12.16.15	-\$90,000.00
Less: New Clocks Fluvanna Middle School 12.16.15	-\$17,300.00



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Less: Replace Doors on Walk-in Cooler/Freezer Fluvanna Middle School 1.6.16	-\$8,090.00
Available:	\$205,743.00



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MEMORANDUM

Date: February 3, 2016
From: Mary Anna Twisdale/ Management Analyst
To: Board of Supervisors
Subject: FY16 BOS Contingency Balance

The FY16 BOS Contingency line balance is as follows:

Beginning Budget:	\$150,000.00
Less: Rivanna River Renaissance Conference Funding Support 9.2.15	-\$500.00
Less: State Vet Fee for FSPCA 9.16.15	-\$250.00
*Less: Fire Ladder Truck Replacement 9.16.15	-\$50,000.00
Less: Advertising Columbia/Cunningham Schools 12.2.15	-\$2,500.00
Less: Pleasant Grove House Security System Installation 1.6.16	-\$3,100.00
Available:	\$93,650.00

*Actual amount to be determined, not to exceed \$50,000.