



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**22RFP092722C-MH**

**Healthcare Benefits Consulting Services**

**For  
Finance**

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**APPENDICES**

**APPENDIX 1:**

## CONTRACT AGREEMENT

Consultant: The Segal Company, (Southeast)

Contract No.: 22RFP092722C-MH, Healthcare Benefits Consulting Services

Address: **One Paces West, 2727 Paces Ferry Road SE Suite 1400**  
City, State Atlanta, GA 30339

Telephone: 678-306-3158

Email: gsander@segalco.com

Contact: Gina Sander  
Vice President, Senior Consultant

This Agreement made and entered into effective the 1st day of January, 2023, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Segal, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

### WITNESSETH

WHEREAS, County through its Finance department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide technical assistance for Employee Healthcare Benefits plan design language and Request for Proposal preparation and evaluation., hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;

- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on 02-15-2023 and 23-0130.

## ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

## ARTICLE 3. DESCRIPTION OF PROJECT

County and Consultant agree the Consultant shall perform the following tasks to include, but not be limited to the following: shall provide technical assistance for Employee Healthcare Benefits plan design language and Request for Proposal preparation and evaluation. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. **SCOPE OF WORK**

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **CONTRACT TERM**

**MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

**a. Commencement Term**

The "Commencement Term" of this Agreement shall begin on January 1, 2023, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31<sup>st</sup> day of December 2023. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

**b. Renewal Terms**

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on:

Option Period	Option Duration	Start Date	End Date
1	12 months	January 1, 2024	December 31, 2024
2	12 months	January 1, 2025	December 31, 2025

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

**c. Term Subject to Events of Termination**

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

**d. Same Terms**

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

**e. Statutory Compliance Regarding Purchase Contracts.**

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

**ARTICLE 10. COMPENSATION**

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$269,743.00, (two hundred sixty nine thousand seven hundred forty three dollars), which is full payment for a complete scope of work.

**ARTICLE 11. PERSONNEL AND EQUIPMENT**

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the



services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

#### ARTICLE 12. **SUSPENSION OF WORK**

**Suspension Notice:** The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

**Notice to Resume:** Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

#### ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. **TERMINATION FOR CONVENIENCE OF COUNTY**

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of

completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

#### ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

#### ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

#### ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

#### ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

## ARTICLE 20. **ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

## ARTICLE 21. **REVIEW OF WORK**

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

## ARTICLE 22. **INDEMNIFICATION**

**22.1 Professional Services Indemnification.** With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance

of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

**22.2 Notice of Claim.** If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

**22.3 Defense.** Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that

Consultant/Contractor is defending the claim as required hereunder.

## **22.4 Separate Counsel.**

**22.4.1 Mandatory Separate Counsel.** In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

**22.4.2 Voluntary Separate Counsel.** Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

**22.5 Survival.** The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

## ARTICLE 23. **CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to

County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. **OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. **COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of



County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

**ARTICLE 30. ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

**ARTICLE 31. AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Deputy Director  
141 Pryor St. SW  
Atlanta, Georgia 30303  
Telephone: 44-612-7737  
Email: [ray.turner@fultoncountyga.gov](mailto:ray.turner@fultoncountyga.gov)  
Attention: Ray Turner

**With a copy to:**

Department of Purchasing & Contract Compliance  
Interim Director  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, Georgia 30303  
Telephone: (404) 612-5800  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)  
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Segal  
2727 Paces Ferry Road SE Suite 1400, Atlanta, GA. 30339  
Telephone: 678-306-3158  
Email: gsander@segalco.com  
Attention: Gina Sander

**ARTICLE 35. JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

**ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 37. FORCE MAJEURE**

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein

shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

**ARTICLE 38. OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

**ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

**ARTICLE 40. INVOICING AND PAYMENT**

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**County's Right to Withhold Payments:** The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

**Payment of Sub-consultants/Suppliers:** The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

**Acceptance of Payments by Consultant; Release.** The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

#### ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

**FULTON COUNTY, GEORGIA**

DocuSigned by:  
*Robert L. Pitts*  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

CONSULTANT: The

**Segal Company**

DocuSigned by:  
*Gina Sander*  
Gina T. Sander, FLMI  
Vice President, Senior Consultant

ATTEST:

DocuSigned by:  
*Tonya Grier*  
Tonya R. Grier  
Clerk to the Commission



(Affix County Seal)

ATTEST:

DocuSigned by:  
Secretary/  
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

DocuSigned by:  
*Jennifer Culler*  
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:  
*Hakeem Oshikoya*  
Hakeem Oshikoya,  
Finance Director

ATTEST:

DocuSigned by:  
*Bandra Halley*  
Notary Public

County: Cobb

Commission Expires: July 29, 2025

(Affix Notary Seal) DocuSigned by:



ITEM#: <u>2023-0130</u> RCS: <u>02/15/2023</u>	ITEM#: _____ RM: _____
<b>RECESS MEETING</b>	<b>REGULAR MEETING</b>



# **ADDENDA**

# Acknowledgement of Each Addendum

We acknowledge Addendum #1 posted on the County's BidNet Direct portal, September 22, 2022, and have reviewed all Q&A responses.



Date: September 22, 2022

Project Number: 22RFP092722C-MH

Project Title: Healthcare Benefits Consulting Services

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

Questions and Answers in Attached Document

### **ADDENDUM NO. 1**

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No 1, 22, day of September 2022.

The Segal Company (Southeast), Inc. d/b/a Segal

\_\_\_\_\_  
Legal Name of Bidder/Proposer

*Jim Sanders*

\_\_\_\_\_  
Signature of Authorized Representative

Vice President, Senior Consultant

\_\_\_\_\_  
Title

# **EXHIBIT A**

## **GENERAL CONDITIONS**

## GENERAL CONDITIONS

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1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

# **EXHIBIT B**

## **SPECIAL CONDITIONS**

**No Special Conditions were required for this Project**

# **EXHIBIT C**

## **SCOPE OF WORK**



## **SCOPE OF WORK**

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The Consultant shall

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### **3.3 SCOPE OF WORK**

The Consultant shall perform the following tasks to include, but not be limited to the following:

The Consultant shall provide technical assistance for Employee Healthcare Benefits plan design language and Request for Proposal preparation and evaluation.

#### **1. Evaluate Current Health Offerings, Wellness Program, Financial Performance, and Statistical Data of the County.**

- a) Review and evaluate the County's existing employee benefits plans related to health insurance; gather, review, and evaluate County's statistical data on demographics, claims, premiums, and other data necessary to conduct the evaluation.
- b) Recommend methods to contain costs, maintain competitiveness, and improve services provided to employees, retirees, and dependents.
- c) Advise the County on new benefit developments including any requirements associated with new Health Reform law which may alter posture towards adopting or continuing existing employee benefit programs.
- d) Review current medical, dental, pharmacy, mental health/EAP, and vision plans, analyzing premium levels, claims, reserves, negotiated costs and administrative fees.
- e) Review Wellness and Disease Management Program and provide recommendations. Attend wellness meetings based on the County's request.
- f) Review rate proposals to ensure underlying assumptions are appropriate to the County. Negotiate savings on renewals from existing vendors. Report outcomes to the County.

#### **2. Draft Specifications for the Request for Proposals for Health Insurance**

- a) Provide recommendations to detail the plan design and other requirements that will respond to the needs of the County.
- b) Assist County in the preparation of written specifications to include all data necessary for appropriate response by responders.

- 
- c) Review and assist in the update of an appropriate list of potential vendors for the services requested.
  - d) Prepare Power Point Presentation and Excel Spreadsheets to summarize the technical and financial components of each RFP response.
  - e) Provide benefits education to staff and Committees as necessary.
  - g) Assist the County with obtaining vendor marketing funds to support County sponsored benefit and wellness programs

**3. Provide technical assistance to the County's vendor selection committee with regard to vendor responses**

- a) Conduct education session(s) or vendor selection committee regarding industry terms, standards, and related educational matters.
- b) Prepare disruption analysis for vendor selection committee.
- c) Prepare cost analysis for vendor selection committee.
- d) Provide professional expertise in assisting the County in a comprehensive review of all responses to the Request for Proposals, including both qualitative and quantitative factors.
- e) Assist the County in the preparation of a critical review to determine conformance with the terms of the RFP.

**4. Preparation of Recommendations to the Board of Commissioners**

Work with County to prepare presentation of recommended vendors which includes data on plan design, costs, and other information necessary for the Board to make final decision. Participate at all Health Benefits related Board of Commissioners Meetings including presentation of Technical materials.

**5. Review of all Contracts and other Data Submitted by Recommended Vendor**

Assist County in ensuring that contracts negotiated are within the specifications agreed to by the vendor and County.

**6. Communication of New Health Benefits and Costs to Employees and Retirees**

- a) Review County communications materials to ensure information is simply and properly conveyed regarding the new health plan. Make appropriate recommendations.
- b) The consultant may be required to attend meetings with the Board of Commissioners to provide information and answer questions regarding the plan design, plan performance and the recommended changes to the plan.

- 
- c) The County will be responsible for providing any demographics, claims, financial, or other appropriate data required by the consultant to prepare the bid specifications.

**7. On-going professional consulting services will be required for 2023 and 2025 contract (calendar) years to:**

1. Provide periodic review and analysis of plan costs
2. Analysis and forecasting of plan results versus budget
3. Assistance in determining annual healthcare budget.
4. Assistance in calculating employer and employee/retiree contributions. Prepare spreadsheets with premium rate contribution amounts for active employees and retirees for presentation to the Board of Commissioners. Consultant must take reasonable steps to assist the County with financial projections relative to annual health premium calculation based on known factors at the time of the projections. Consultant will provide the County with written financial projections that reflect the current cost factors of the plan at the time with any applicable caveats that must be included in the calculation of this Guarantee. Consultant will guarantee that the County's projection schedule will be free of formula, cost share and premium amount discrepancies.
5. Modeling of plan design and pricing alternatives, as needed
6. Review plan documents including Summary Plan Descriptions (SPD) and Summary of Benefits Coverage (SBC)
7. Monitor and evaluate County's benefit providers to ensure agreed-upon performance measures and guarantees are met.
8. Assist in monitoring of service levels and adjudicate performance
9. Provide customer service to Benefits Staff and other County Personnel and assist staff in problem resolution for employees and retirees with providers, billing, and advocacy for services, disputes, interpretation of services, changes, and contract dispute.
10. Review Evidence of Coverage documents for accuracy, make recommendations regarding changes, modification and/or benefit enhancements, and negotiate changes with carriers.
11. Review all County's insurance, benefit, and administrative service documents for accuracy and adherence to prior agreements (but not perform a legal review).
12. Monitor and track audit requirements for each benefit carrier and develop new initiatives, such as wellness plans and audits, to help County improve the financial performance of County's benefit programs.
13. Prepare documents needed and participate in Board of Commissioners meetings for Healthcare related items
14. Communicating emerging practices and trends in benefits management and provide a written report of recommendations for development of new programs based

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on benefit trends and best practices, alternate strategies and estimated cost to the County to implement the recommendations.

15. Review of current practices and policies for HIPAA compliance. Update Fulton's privacy notice, policies and procedures. Provide on-site HIPAA training(s) as needed and customize material based on the County's request.

16. Other services thought by responding firm to add value to above

17. Review and assist with appropriate execution and update of County's communication material to ensure information is simply and properly conveyed regarding the new health plan. Make appropriate recommendations.

18. Provide the County healthcare updates necessary to comply with the health reform/Affordable Care Act (ACA) and other regulatory requirements.

19. Schedule Quarterly Review Meetings with each Benefit Provider.

20. Other special projects as requested.

21. Provide the County with an Annual Compliance Calendar with Regulatory, Industry Requirements and Project Deliverables as detailed in the Scope of Work.

22. Assist County in proactive mitigation of negative impacts or disruption of services to employees and retirees from health benefit and/or provider network changes.

23. Assist County with plan transitions as necessary.

24. Assist County with government filings and reporting relating to County's employee benefit programs

25. Benchmark current benefits program to peer groups annually .

26. Benchmark health costs comparing County health plan cost and cost drivers to other organizations annually.

27. Consultant must respond to to all phone and email inquiries within 1 business day (all holidays excluded); 2 business days (all holidays excluded). All requests labelled urgent require immediate response and handling.

28. Assist with coordinating staff training as necessary.

### **3.4 PROJECT DELIVERABLES**

Project Deliverables are contained in the Scope of Work

### **3.5 PROJECT SCHEDULE**

There is no schedule for this solicitation.

# **EXHIBIT D**

## **PROJECT DELIVERABLES**

## **PROJECT DELIVERABLES**

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Project Deliverables are Contained in the  
Scope of Work

# **EXHIBIT E**

# **COMPENSATION**



## **COMPENSATION**

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The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed \$269,743.00. The detailed costs are provided below:

Fulton County, Georgia

# Healthcare Benefits Consulting Services

**COST PROPOSAL - #22RFP092722C-MH**

September 27, 2022



2727 Paces Ferry Road  
One Paces West, Suite 1400  
Atlanta, GA 30339  
segalco.com  
T 678.306.3158 | M 404.640.1566  
gsander@segalco.com

September 27, 2022

Mr. Mark Hawks  
Purchasing Contact  
Fulton County, Georgia  
Suite 1168  
Atlanta, Georgia 30303

**RE: Healthcare Benefits Consulting Services to Fulton County, Georgia**

Dear Mr. Hawks:

Segal is pleased to submit this **COST PROPOSAL** for Healthcare Benefits Consulting Services to Fulton County, Georgia (County).

On behalf of The Segal Company, we certify that to the best of our knowledge and belief, the cost and pricing data is accurate, complete and current as of the date of submission.

Please feel free to contact me directly at 678.306.3158 or [gsander@segalco.com](mailto:gsander@segalco.com) with any questions.

Sincerely,

A handwritten signature in black ink that reads "Gina T. Sander".

Gina T. Sander, FLMI  
Vice President, Senior Consultant  
Atlanta Health Practice Leader  
Segal

One Paces West | 2727 Paces Ferry Road, SE | Suite 1400 | Atlanta, GA 30339  
T 678.306.3158 | M 404.640.1566  
[gsander@segalco.com](mailto:gsander@segalco.com)

# Table of Contents

Section 8: Cost Proposal.....1

# Section 8: Cost Proposal

The hourly rates of each respondent will be totaled and divided by the number of classifications requested to determine the respondents' average hourly rate. The respondent with the lowest average hourly rate will receive the full 10 points. For respondents with the second, third, fourth, etc., their average hourly rates will be divided into the lowest average hourly rate and multiplied by 10, the total points allowed for cost.

The Cost Proposal shall be provided electronically in the second envelope along with the Cost Proposal Form. The Cost Proposal shall include current information and shall be arranged and include content as described below:

## Section 1 - Introduction

The Proposer shall include an introduction which outlines the contents of the Cost

We have developed our fees based on the expected number of hours to deliver all the services listed in your **Scope of Work, Section 3.3**, for the full potential 3-year contract term – the initial 1-year term, plus two optional 1-year renewal terms.

Here is the detail by plan year:

Team Member's Name	2023			2024 (Procurement Year)			2025		
	Total Hours	Discounted Avg Hourly Rate	Discounted Cost	Total Hours	Discounted Avg Hourly Rate	Discounted Cost	Total Hours	Discounted Avg Hourly Rate	Discounted Cost
Acct Mgr/Lead Consultant	250	\$392	\$97,983	450	\$403	\$181,350	285	\$415	\$118,275
Lead Actuary	200	\$353	\$70,532	350	\$363	\$127,050	230	\$373	\$85,790
Benefit Consultant Support	100	\$285	\$28,490	250	\$293	\$73,250	120	\$301	\$36,120
Actuarial Support	180	\$257	\$46,292	280	\$264	\$73,920	220	\$271	\$59,620
Compliance Specialists	25	\$384	\$9,606	40	\$395	\$15,800	25	\$406	\$10,150
Communication Specialists	20	\$297	\$5,944	20	\$306	\$6,120	25	\$315	\$7,875
SMEs	25	\$436	\$10,896	25	\$448	\$11,200	20	\$461	\$9,220
<b>TOTAL</b>	<b>800</b>	<b>\$337</b>	<b>\$269,743</b>	<b>1,415</b>	<b>\$345</b>	<b>\$488,690</b>	<b>925</b>	<b>\$354</b>	<b>\$327,050</b>

The "Estimated Billable Hours" field represents the estimated hours required to perform the outlined scope of work – knowing that a procurement cycle will take place during the 2024 plan year requiring almost double the hours of a typical plan year. Hourly rates have been discounted 23% and include a 3% annual increase. The annual dollar totals represent the annual "not to exceed" caps.

Annual open enrollment communication work and ad-hoc audits of claim administration vendors are not included in the pricing, below, but will be scoped and billed as separate projects based on the volume and complexity of the work required. Procurement years, such as the upcoming 2024 plan year, tend to require more complex communication work, depending on the extent of changes made – e.g., plan offerings, benefit design changes, vendor changes, etc.

For additional projects and work requests outside the scope of services, pricing will be based on the contractual hourly rates in effect at the time work is performed (see detailed grid, above), and the anticipated number of hours required to complete the work.

Segal's proposed fees are net of commission and include all out-of-pocket personnel expenses associated with the scope of services listed in RFP 22RFP092722C-MH, for Healthcare Benefits Consulting Services.

## **Section 2 - Completed Cost Proposal Forms**

*The Proposer is required to complete all of the Cost Proposal Forms provided.*

### **2023-2025 (3-year total)**

<b>Project Staff</b>	<b>Estimated Billable Hours</b>	<b>Avg 3-year Hourly Rate</b>	<b>Total Fees</b>
Acct Mgr/Lead Consultant	985	\$403.66	\$ 397,608
Lead Actuary	780	\$363.30	\$ 283,372
Benefit Consultant	470	\$293.32	\$ 137,860
Actuarial Analysts	680	\$264.46	\$ 179,832
Compliance Specialists	90	\$395.06	\$ 35,556
Communication Specialists	65	\$306.76	\$ 19,939
Subject Matter Experts	70	\$447.36	\$ 31,316
<b>TOTAL FEES</b>			\$1,085,483

**Note: Total cost shall be inclusive of all projected expenses, including but not limited to transportation, meals, lodging, long distance calls, photocopying services, etc.**

Rates listed above, represent the average 3-year hourly rates. Actual rates to be charged, by plan year, are provided in the detailed annual grid shown in Section 1 of this Cost Proposal document.

# **EXHIBIT F**

## **PURCHASING FORMS**

## Section 6: Local Preference

*Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business' submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business' submission of its proposal or bid as applicable.*

*In order to receive the Local Preference points of five (5) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form H, Local Preference Affidavit located in Section 5 of this RFP.*

*The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:*

- 1. Business having a business location within the geographic boundaries of Fulton County.*

*The following supporting documentation must be provided:*

*Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;*

*Copy of a lease or rental agreement, or;*

*Proof of ownership interest in a location within the geographical boundaries of Fulton County.*

- 2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.*

*The following supporting documentation must be provided:*

*Provide the residential address of the business owner(s).*

- 3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.*

*The following supporting documentation must be provided:*

*Provide a list of all employees name and address.*



*Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a “0” (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.*

Segal’s Atlanta office is located in Cobb County, Georgia. Approximately one-third of our owners who are based in Atlanta live within Fulton County. Although we are not requesting Local Preference due to your clarifications, team members in Fulton County and neighboring counties translate to easy access for Fulton County staff.

We have provided our Georgia Business License and Cobb County tax certificate.

**STATE OF GEORGIA  
COUNTY OF FULTON**

**FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror **Not applicable** is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

\_\_\_\_\_ (Affix corporate seal here, if a corporation) (BUSINESS NAME)

\_\_\_\_\_ (FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_ (OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_ (NAME OF AFFIANT)

\_\_\_\_\_ (SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

# Section 7: Service Disabled Veterans Preference

*Service Disabled Veterans Business Enterprise Preference is given to businesses that are independent and continuing operations for profit, performing commercially useful functions, and which is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who have been honorably discharged, designated as such by the United States Department of Veterans Affairs.*

*In order to receive the SDVBE Preference points the Proposer must complete and submit Form I, Service Disabled Veterans Preference Affidavit located in Section 5 of this RFP certifying under oath that it is eligible to receive the SDVBE preference points. The Service Disabled Veteran Business Enterprise (“SDVBE”) must be certified as such by the County’s Office of Contract Compliance*

We are not requesting Service-Disabled Veterans Business Enterprise Preference.

**STATE OF GEORGIA  
COUNTY OF FULTON**

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF  
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror

**Not applicable** is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

\_\_\_\_\_ (Affix corporate seal here, if a corporation) (BUSINESS NAME)

\_\_\_\_\_ (FULTON COUNTY BUSINESS ADDRESS)

\_\_\_\_\_ (OFFICIAL TITLE OF AFFIANT)

\_\_\_\_\_ (NAME OF AFFIANT)

\_\_\_\_\_ (SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this \_\_\_day of \_\_\_\_\_, 20\_\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

# Section 10: Disclosure Form and Questionnaire

*It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm's business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form C.*

**Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE**

- Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

**Segal is an independent, privately-held consulting and actuarial firm, owned by its active officers, with no shareholder owning more than 5% of the common stock. Operational policies are set, and the organization is governed, by an 11-member Board of Directors, including two outside directors. Implementation of policies, development of strategies and day-to-day operations are the responsibilities of the Chief Executive Officer.**

**Our company's sole business is consulting and actuarial work for all phases of employee benefits, compensation, and human resources. We focus our energy and creativity on ways to serve clients better by providing value based consulting.**

Directors	Corporate Officers
Joseph LoCicero	<i>Joseph A. LoCicero, Chair</i>
John R. DeMairo	<i>David Blumenstein, President and Chief Executive Officer</i>
David Blumenstein	<i>John R. DeMairo, Vice Chair</i>
Jennifer Benz	<i>John Flynn, Chief Operating Officer</i>
Susan Crotty	<i>Joseph M. Fristachi, Senior Vice President, Treasurer and Chief Financial Officer</i>
Aldwin P. Frias	<i>Steven C. Greenspan, Senior Vice President, Secretary and General Counsel</i>
Eugene Keilin	
Mary P. Kirby	
Stuart H. Lerner	
J. Robinson Lynch	
Andrew Sherman	

- Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

**In the past 5 years, Segal has grown organically and through a series of acquisitions. In the next three years, we will continue to explore the best ways to solve the issues and challenges our clients face – and leverage our technology to address those needs.**

Internally, we continue to enhance our tools for predictive modeling and data warehousing for benchmarking to best support our client needs. We also manage growth by making sure we have appropriate staffing levels to meet our, and our client's, quality and satisfaction levels, before taking on new clients or opportunities. Externally, we continue to recruit the best expertise to augment our innovative consulting.

We continually monitor how to best serve client needs, and as part of that process, we consider external acquisitions as needed to ensure that we are providing the best and most complete service possible for our clients.

#### Our Philosophy

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<b>Impact</b>	<p>We help our clients:</p> <ol style="list-style-type: none"> <li>2. Increase the performance and productivity of their people</li> <li>3. Improve the return on investments in compensation, benefits, and total rewards</li> <li>4. Better manage cost and financial risk</li> <li>5. Improve strategy execution</li> </ol>
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<b>Solutions</b>	<p>We serve our clients through:</p> <ol style="list-style-type: none"> <li>6. Performance and talent management solutions that build workforce capability</li> <li>7. Compensation and benefits solutions that drive workforce retention, engagement and performance</li> <li>8. Benefit solutions that balance cost and value</li> <li>9. Organization solutions that build a high performance culture</li> <li>10. Leadership solutions that increase organization alignment, agility and speed</li> </ol>
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<b>Approach</b>	<p>In serving our clients, we are committed to:</p> <ol style="list-style-type: none"> <li>11. Partnering with our clients in a strategic and collaborative manner</li> <li>12. Application of deep industry expertise and organizational knowledge</li> <li>13. Customized, practical and enduring solutions</li> <li>14. An emphasis on impact and long term return on investment</li> <li>15. A commitment to effective implementation and change management</li> </ol>
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Our approach is collaborative and flexible so that it can be tailored to meet your needs. As always, we encourage and look forward to your feedback and input to finalize a plan of work for you.

## **Ownership structure**

An independent, privately held consulting firm, Segal has been employee owned by its officers since 1978 and currently has 320 employee owners, with no shareholder owning more than 5% of the company. An 11-member Board of Directors sets policy and governs the organization. Implementation of policies, development of strategies and day-to-day operations are the responsibilities of David Blumenstein, our Chief Executive Officer.

We do not expect any changes in the ownership structure in the next one to two years and expect that Segal will continue to be independent and employee owned.

## **Future activity**

In the next three years, we will continue to explore the best ways to solve the issues and challenges our clients face – and leverage our technology to address those needs. We continually monitor how to best serve client needs, and as part of that process, we consider external acquisitions as needed to ensure that we are providing the best and most complete service possible for our clients.

- Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

No one on the team has had any business with Fulton County, separate from our consulting contract with the County.

The following team members have performed work for Fulton County only through Segal's contract with Fulton County for Healthcare Benefits Consulting services:

1. Ken Vieira
2. Gina Sander
3. Paul Janus
4. Olga Ronsini
5. Jennifer Slutzky
6. George Bognar
7. Matt Kersting
8. Kathy Bakich
9. Joel Stouffer
10. Linda Wolven
11. Ambar Crowell
12. Sadhna Paralkar



**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

- Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One:            YES             NO

- whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One:            YES             NO

- whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One:            YES             NO

- Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One:            YES             NO

- Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:            YES             NO

- Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:            YES             NO

- Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:            YES             NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

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[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 27 day of September, 2022

The Segal Company (Southeast), Inc.      9/27/2022  
(Legal Name of Proponent)                      (Date)

\_\_\_\_\_  
(Signature of Authorized Representative)      (Date)

Vice President, Senior Consultant  
(Title)

**Sworn to and subscribed before me,**

This 27<sup>th</sup> day of September, 2022



\_\_\_\_\_  
(Notary Public)    (Seal)

Commission Expires September 29, 2024  
(Date)



# Purchasing Forms

*Form A: Georgia Security and Immigration Contractor Affidavit and Agreement*

*Form B: Georgia Security and Immigration Subcontractor Affidavit*

*Form D: Professional License*

**STATE OF GEORGIA  
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor] Segal Company (Southeast), Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

13-2619259

EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer of Agent (Insert Contractor Name)

Vice President, Senior Consultant

Title of Authorized Officer or Agent of Contractor

Gina Sander, FLMI

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 07<sup>th</sup> day of September, 2022

Notary Public: [Signature]

County: Cobb

Commission Expires: September 29, 2024



<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**STATE OF  
GEORGIA COUNTY  
OF FULTON**

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR  
AFFIDAVIT**

**Not applicable. See Section 6.**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with **[insert name of prime contractor]** behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical

performance of services” means any performance of labor or services for a public

employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

4\*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



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**FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: The Segal Company (Southeast), Inc. d/b/a Segal

Performing work as: Prime  
Contractor X

Sub-Contractor

Professional License Type: Life & Health, Actuarial

Professional License Number: See below

Expiration Date of License: See below

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: *Lina Sanders*

Date: 9/27/2022

**(ATTACH COPY OF  
LICENSE)**

**EXHIBIT G**

**OFFICE OF CONTRACT  
COMPLIANCE FORMS**

# Contract Compliance Forms

*Exhibit A: Promise of Non-Discrimination*

*Exhibit B1: Schedule of Intended Subcontractor Utilization*

*Exhibit B2: Subcontractors & Suppliers Form*

*Exhibit C: Schedule of Intended Subcontractor Utilization*

**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/We (Gina Sander, FLMI),  
Name

Vice President, Senior Consultant  
Title

The Segal Company (Southeast), Inc. d/b/a Segal  
Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

**NAME:** Gina Sander, FLMI

**TITLE:** Vice President, Senior Consultant

**SIGNATURE:** 

**ADDRESS:** 2727 Paces Ferry Road, Building One, Suite 1400

Atlanta, GA 30339

**PHONE NUMBER:** 678-306-3154 **EMAIL:** [gsander@segalco.com](mailto:gsander@segalco.com)

**EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

**Not applicable. See Section 6.**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name The Segal Company (Southeast), Inc. d/b/a Segal

ITB/RFP Name & Number: Healthcare Benefits Consulting Services #22RFP092722C-MH

- My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT X**, is  a minority or female owned and controlled business enterprise.  **African American (AAE);**  **Asian American (AAE);**  **Hispanic American (HBE);**  **Native American (NAE);**  **White Female American (WFBE);**  **Small Business (SBE);**  **Service Disable Veteran (SDVBE)**  **Disadvantage Business (DBE)** **\*\*If yes, Prime must submit a copy of recent certification.**  
 Male or  Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:  
 \$ \_\_\_\_\_ Or \_\_\_\_\_ %

- This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
<b>% of JV</b>		<b>% of JV</b>	
<b>Ethnicity</b>		<b>Ethnicity</b>	
<b>Gender</b>		<b>Gender</b>	
<b>Certified (Y or N)</b>		<b>Certified (Y or N)</b>	
<b>Agency</b>		<b>Agency</b>	
<b>Date Certified</b>		<b>Date Certified</b>	

- Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

**Total Dollar Value of Certified Subcontractors: (\$)**

**Total Percentage of Certified Subcontractors: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Business or Corporate Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**UTILIZATION REPORT – Post Award**

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.









## **EXHIBIT H**

# **INSURANCE AND RISK MANAGEMENT FORMS**

# Certificate of Insurance

 <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE(MMDDYYYY) 09/12/2022																																															
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																																	
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																																	
<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 <b>E-MAIL ADDRESS:</b>	Holder Identifier :																																															
<b>INSURED</b> The Segal Company (Southeast), Inc. 2727 Paces Ferry Road SE Building 1, Suite 1400 Atlanta, GA 30339-4053 USA	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER A:</th> <th>NAIC #</th> </tr> <tr> <td>Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A:	NAIC #	Greenwich Insurance Company	22322	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:																																		
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<b>CERTIFICATE HOLDER</b> Fulton County Government - Purchasing and Contract Compliance Department 130 Peachtree Street S.W. Suite 1168 Atlanta, GA 30303-3459 USA		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 																																															



SEGACOM-01

ALYSONSTRUCK

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview, NY 11803	CONTACT NAME:
	PHONE (A/C, No, Ext): (516) 327-2700      FAX (A/C, No): E-MAIL Address:
INSURER(S) AFFORDING COVERAGE	
INSURER A: Federal Insurance Company	NAIC # 20281
INSURER B: Pacific Indemnity Company	NAIC # 20346
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR (INSR, WVR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		36038114	2/28/2022	2/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		79896228	2/28/2022	2/28/2023	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below:	Y/N <input checked="" type="checkbox"/> N    N/A	71738381	2/28/2022	2/28/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Fulton County Government, its' officials, officers and employees are included as an Additional Insured ATIMA where required by written contract. Primary Non-Contributory and Waiver of Subrogation status applies subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  Fulton County Government - Purchasing Dept. 130 Peachtree Street S.W. Suite 1168 Atlanta, GA 30303-3459	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**23-0129 Purchasing and Contract Compliance**

Request approval of a Resolution to extend emergency purchasing authority of the Chairman and County Manager for COVID-19 related purchases; and for other purposes.

**23-0130 Finance**

Request approval of a recommended proposal - Finance Department, 22RFP092722C-MH Healthcare Benefits Consulting Services in an amount not to exceed \$269,743.00 with The Segal Company (Southeast), Inc. (d/b/a Segal) to provide professional healthcare benefit consulting services effective January 1, 2023 through December 31, 2023, with two renewal options.

**Justice and Safety****23-0086 Human Resources Management**

Request approval of a Resolution authorizing the Fulton County Sheriff to offer above the minimum salaries; authorizing a cost of living adjustment for certain employees of the Fulton County Sheriff; confirming the Fulton County Sheriff's authority to pay overtime pay as earned; directing an amendment to the Overtime Pay and Compensatory Time Personnel Policy (108-16); authorizing increased overtime pay; and for other purposes. **(HELD ON 2/1/23)**

**Health and Human Services****23-0131 Senior Services**

Request approval to amend a Memorandum of Understanding - Department of Senior Services with Quality Living Services, Inc., for the provision of financial support in the amount of \$500,000.00 to provide Life Enrichment, Fitness and Congregate Dining services for the senior population of Fulton County within the County owned facility located at 4001 Danforth Street, Atlanta, GA by Quality Living Services, Inc., as the Lessee of the building; to authorize the Chairman to execute the agreement and related documents; to authorize the County Attorney to approve as to form and make modifications as necessary to protect the County's interests prior to execution; and for other purposes. Effective January 1, 2023 through December 31, 2023.

**23-0132 Public Works**

Request approval of a Memorandum of Agreement (MOA) between Fulton County and the Metropolitan North Georgia Water Planning District (MNGWPD) for continued participation in the District-wide Single-Family Residential Toilet Retrofit program, in the total amount of \$25,000.00 for one year; to authorize the Chairman to execute each agreement and related documents; to authorize the County Attorney to approve as to form and make modifications as necessary to protect the County's interests prior to execution; and for other purposes. Effective upon execution.