



CONTRACT DOCUMENTS FOR

#19RFP10172019C-BKJ

Healthcare Benefits Consulting Services

For

FINANCE DEPARTMENT

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CONTRACT AGREEMENT

Consultant: **Segal Consulting**

Contract No.: **19RFP10172019C-BKJ, Healthcare Benefit Consulting**

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

Telephone: **678-306-3158**

Email: **gsander@segalco.com**

Contact: **Gina Sander, FLMI**
Senior Consultant

This Agreement made and entered into effective the 18th day of March, 2020 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Segal Consulting**, 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 perform Healthcare Benefits Consulting Services, 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 **March 18, 2020, BOC Item #20-0222.**

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 Project is to 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**

County will supply to Consultant (either directly or through its agents and representatives) on a timely basis all of the data, all documentation and information reasonably needed by the Consultant to perform its services under the terms of this Agreement ("Information"). The Consultant will have the right to rely on the accuracy and completeness of the Information supplied to it and shall have no responsibility for independently verifying or checking the Information supplied for accuracy or completeness. County acknowledges that Consultant's ability to complete the services within the scheduled time, and for the budgeted amount, depends on the timeliness and quality of Information supplied. 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. **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 upon execution of contract, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2020. 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 the 1st day of January, 2021 and shall end no later than the 31st day of December, 2021. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st day of December, 2022. 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 **\$195,568.00 (One Hundred Ninety Five Five Hundred Sixty Eight Dollars and No Cents)**, 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

during which time the party in default shall be given the opportunity to cure the performance failure.

- (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 thirty (30) calendar day advance 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 as described in Article 24 of this Agreement, 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**

Except to the extent that they incorporate Consultant's proprietary know-how, software, techniques, methodologies and report formats (collectively, "Consultant's Proprietary 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 (collectively, the "Deliverables"), once paid for by Fulton County. To the extent that Consultant's Proprietary Information is incorporated into such Deliverables, Fulton County shall have a perpetual, nonexclusive, worldwide, royalty-free license to use, copy, and modify Consultant's Proprietary Information as part of the Deliverable, for use internally and for its intended purpose.

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 and subject to any applicable privileges or other legally binding obligations of confidentiality and upon advance written request, 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 directly relating to matters covered by 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:

Finance Department
141 Pryor Street, SW, Suite 7001
Atlanta, Georgia 30303
Telephone: 404-612-7600
Email: Hakeem.Oshikoya@fultoncountyga.gov
Attention: Hakeem Oshikoya

With a copy to:

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

Notices to Consultant shall be addressed as follows:

Segal Consulting
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

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

CONSULTANT:

[INSERT COMPANY NAME]

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Insert name]
[Insert title]

ATTEST:

ATTEST:

Tonya R. Grier
Interim Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

[insert department head name & title]
[insert user department name]

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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ADDENDA

19RFP10172019C-BKJ, Healthcare Benefits Consulting Services
November 26, 2019

Page 4

ACKNOWLEDGEMENT OF ADDENDUM NO. 1, Proposal No. 19RFP10172019C-BKJ, Healthcare Benefits Consulting Services

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the Proposal submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by **December 4, 2019 at 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, 26th day of November, 2019.

The Segal Company (Eastern States), Inc.
Legal Name of Bidder/Proposer


Signature of Authorized Representative

Senior Vice President
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

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

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.
- f) 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 the 2020, 2021 and 2022 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 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 HIPPA compliance. Update Fulton's privacy notice, policies and procedures. Provide on-site HIPPA 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 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.

EXHIBIT D

COMPENSATION

COMPENSATION

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 \$195,568.00. The detailed costs are provided below:

COST PROPOSAL FORM

PROJECT STAFF	ESTIMATED BILLABLE HOURS	HOURLY RATES*	TOTAL FEES
Ken Vieira	8	\$421	\$3,368.00
Gina Sander	290	\$325	\$94,250.00
Patrick Klein	60	\$383	\$22,980.00
Benefit Consultant Support	80	\$218	\$17,440.00
Actuarial Support	100	\$218	\$21,800.00
Compliance Specialists	35	\$333	\$11,655.00
Communication Specialists	80	\$277	\$22,160.00
Subject Matter Experts (as needed)	5	\$383	\$1,915.00
TOTAL FEES			\$195,568.00

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

*Hourly rates will increase 3% at each renewal term.

EXHIBIT E

PURCHASING FORMS

**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 services¹ under a contract with **[insert name of prime contractor] Segal Company (Eastern States), Inc.** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² 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.

13-1835864

EEV/Basic Pilot Program* User Identification Number

BY: [Signature]
Authorized Officer of Agent (Insert Contractor Name)

Senior Vice President

Title of Authorized Officer or Agent of Contractor

Kenneth C. Vieira

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 3rd day of December, 2019

Notary Public: L. Feurtado [Signature]

County: Cobb

Commission Expires: July 6, 2020



¹O.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.

²[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].



Company ID Number: 11557

Client Company ID Number: 925991

Approved by:

Employer

The Segal Group, Inc.

Name (Please Type or Print)

J. Patrick Knuff

Title

Vice President,
Human Resources

Signature

Date

11/30/15

E-Verify Employer Agent

HireRight, Inc. (v28)

Name (Please Type or Print)

Crystal Jensen

Title

Signature

Electronically Signed

Date

11/20/2015

Department of Homeland Security - Verification Division

Name (Please Type or Print)

Rebecca K. Green

Title

Deputy Chief, E-Verify

Signature

Date

11/30/15

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. 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, Chairman</i>
David Blumenstein	<i>David Blumenstein, President and Chief Executive Officer</i>
Eugene Keilin	<i>Ricardo M. DiBartolo, Senior Vice President, Treasurer and Chief Financial Officer</i>
J. Robinson Lynch	<i>Kimberly Banks MacKay, Senior Vice President, Secretary and General Counsel</i>
John R. DeMairo	
Susan Crotty	
Eileen Flick	
John E. Gingell	
Diane M. Gleave	
Stuart H. Lerner	
Andrew Sherman	

2. 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.

Most of our growth over the last five (5) years has been through winning and developing our own clients, although we have, from time to time, made acquisitions that enhance our ability to provide independent consulting services:

- In 2014, The Segal Group acquired the Human Resources Consulting Division of Waters Consulting and combined it with Segal's Public Sector Compensation and Bargaining Practice.

The combined entity, Segal Waters Consulting, provides compensation and human resources consulting solutions to public sector entities.

- Also in 2014, The Segal Group acquired a portion of the business of Moroni Fantin, an employee benefits consulting firm (which has now ceased operations) specializing in working with Michigan and national, mid-market, self-insured health plans as well as Excelcor, a partnership focused on providing human capital consulting to corporations, colleges and universities, and hospitals and medical centers.
- In 2017, the firm acquired Marco Consulting Group to expand our investment consulting services, and Segal Rogerscasey (the SEC-registered investment consulting member of The Segal Group) was renamed Segal Marco Advisors. The firm is a leading global investment solutions firm that provides innovative, client-driven consulting advice and discretionary solutions. It has been in operation for more than 40 years and is one of the largest U.S.-based investment consultants.
- In 2018, the firm acquired The Singer Group, a human resources and organizational development consulting firm based in the Baltimore area. Founded in 1983, The Singer Group provides compensation consulting, organizational design and development, performance management, workflow design and other human resources-related consulting services, for public and higher education library systems and not-for-profit organizations. It is now part of Segal Waters Consulting.
- Effective January 1, 2019, The Segal Group signed an agreement to acquire Benz Communications, an award-winning, industry-leading HR and employee benefits communications consulting firm. Founded in 2006, Benz Communications has been among the largest women-owned firms in the San Francisco Bay Area since 2012 and a five-time honoree on the Inc. 5000 list of fastest-growing, privately held companies. The new name of our combined Communications practice is Segal Benz.

Ownership Structure

The Segal Group has been employee owned by its officers since 1978 and currently has 302 employee owners, with no shareholder owning more than 5% of the company. 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.

In October 2016, a carefully planned leadership transition took place: David Blumenstein, Segal Consulting's current National Director of Multiemployer Consulting who has been with the firm for over 25 years, succeeded Joseph A. LoCicero as President and CEO of The Segal Group. Mr. LoCicero continues in a senior role with the firm as Chairman, and Howard Fluhr, who served as President and CEO before Mr. LoCicero and is currently Chairman, transitioned to Chairman Emeritus, a role also held by another former President and CEO, Robert D. Krinsky.

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.

3. 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.

Some of the team member listed in our proposal has worked with the County at some point during the last five (5) years, those include Gina Sander, Patrick Klein and Peter Wang. Ken Vieira visited with the County, as well.

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.

1. 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:

- (a) 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

- (b) 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

- (c) 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

2. 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

3. 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

4. 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

5. 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.

[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 4 day of December, 2019

The Segal Company (Eastern States), Inc. 12/4/2019
(Legal Name of Proponent) (Date)

[Signature] 12/4/19
(Signature of Authorized Representative) (Date)

Senior Vice President
(Title)

Sworn to and subscribed before me,

This 3rd day of December, 2019

[Signature]
(Notary Public)

(Seal)

Commission Expires July 6, 2020
(Date)



**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 (Eastern States), Inc. d/b/a Segal Consulting

Performing work as: Prime Contractor X Subcontractor/Sub-Consultant _____

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.

Sign:



Date: 12/4/2019

(ATTACH COPY OF LICENSE)

(ATTACH COPY OF LICENSE)



GEORGIA INSURANCE DEPARTMENT / PSI

P.O. Box 723957
Atlanta, GA 30339-3957

Licensees must notify the Insurance Department of an address change within 30 days of the move.

The agent cannot produce business until the agent is appointed with the insurer.

KENNETH C VIEIRA
THE SEGAL COMPANY
2018 POWERS FERRY RD SE STE 850
ATLANTA GA 30339-7200

THIS IS YOUR GEORGIA INSURANCE LICENSE

KENNETH C VIEIRA

License Number: 612585

NPN: 7016648

Licensed as Resident Agent

Qualified for Agent - Accident & Sickness
Agent - Life

Expiration date
05-31-2019


Ralph T. Hudgens
Commissioner of Insurance

GEORGIA INSURANCE LICENSE

KENNETH C VIEIRA

THE SEGAL COMPANY
2018 POWERS FERRY RD SE STE 850
ATLANTA GA 30339-7200

License Number:
612585

Licensed as/Qualified for

NPN: 7016648

Resident Agent:
Agent - Accident & Sickness
Agent - Life

Expiration Date
05-31-2019



GEORGIA INSURANCE DEPARTMENT - PSI

P.O. Box 723957
Atlanta, GA 31139-3957

Licenses must notify the Insurance Department of an address change within 30 days of the move.

The agent cannot produce business until the agent is appointed with the insurer.

GINA TYSON SANDER
304 MINT CT
ACWORTH GA 30102-2033

THIS IS YOUR GEORGIA INSURANCE LICENSE

GINA TYSON SANDER

License Number: 595940 NPN: 7041268

Licensed as Resident Agent
Qualified for Agent - Accident & Sickness
Agent - Life

Expiration date
02-28-2019


Ralph T. Hudgens
Commissioner of Insurance

Producer Edge™

Page 1 of 1



Resident Agent
Agent - Accident and Sickness, Agent - Life

ELIZABETH LAINE B INGLE
530 HAMMERSMITH DR
SUWANEE, GA 30024

is authorized to transact business as described above

License No: 604139 Issue Date: 11-30-2001 Expiration Date: 08-31-2018

Generated by Sircon 133121726

Georgia Department
of Insurance

THIS IS TO CERTIFY THAT

ELIZABETH LAINE B INGLE
530 HAMMERSMITH DR, SUWANEE, GA 30024

LICENSE NUMBER: 604139

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

Resident Agent
Agent - Accident and Sickness,
Agent - Life

Issue Date: 11-30-2001 Expiration Date: 08-31-2018

Generated by Sircon 133121726

<https://www.sircon.com/ComplianceExpress/ServiceRequest/licPrint.do?method=submit>

08/10/2016

19RFP10172019C-BKJ
Healthcare Benefits Consultants



GEORGIA INSURANCE DEPARTMENT / PSI

P.O. Box 723957
Atlanta, GA 31139-3957

Licensed agents must notify the Insurance Department of an address change within 30 days of the move.

The agent cannot produce business until the agent is appointed with the insurer.

JENNIFER SLUTZKY
THE SEGAL COMPANY
2018 POWERS FERRY ROAD STE 850
ATLANTA GA 30339

THIS IS YOUR GEORGIA INSURANCE LICENSE

JENNIFER SLUTZKY

License Number: 2676424 NPN: 15232018

Licensed as Resident Agent

Qualified for Agent - Accident & Sickness
Agent - Life

Expiration date
07-31-2018


Ralph T. Hudgens
Commissioner of Insurance

GEORGIA INSURANCE LICENSE

JENNIFER SLUTZKY

THE SEGAL COMPANY
2018 POWERS FERRY ROAD STE 850
ATLANTA GA 30339

License Number:
2676424

Licensed as/Qualified for

NPN: 15232018

Resident Agent
Agent - Accident & Sickness
Agent - Life

Expiration Date
07-31-2018



GEORGIA INSURANCE DEPARTMENT / PSI

P.O. Box 723957
Atlanta, GA 31139-3957

Licensees must notify the Insurance Department of an address change within 30 days of the move.

The agent cannot produce business until the agent is appointed with the insurer.

PETER WANG
THE SEGAL COMPANY
2018 POWERS FERRY RD SE STE 850
ATLANTA GA 30339-7200

THIS IS YOUR GEORGIA INSURANCE LICENSE

PETER WANG

License Number: 882761 NPN: 13400380

Licensed as Resident Agent

Qualified for Agent - Accident & Sickness
Agent - Life

Expiration date
02-28-2019

Ralph T. Hudgens
Ralph T. Hudgens
Commissioner of Insurance

GEORGIA INSURANCE LICENSE

PETER WANG

THE SEGAL COMPANY
2018 POWERS FERRY RD SE STE 850
ATLANTA GA 30339-7200

License Number:
882761

Licensed as/Qualified for

NPN: 13400380

Resident Agent:
Agent - Accident & Sickness
Agent - Life

Expiration Date:
02-28-2019



GEORGIA INSURANCE DEPARTMENT PSI

P.O. Box 723957
Atlanta, GA 30339-3957

Licenses must notify the Insurance Department of an address change within 30 days of the move.

The agent cannot produce business until the agent is appointed with the insurer.

JOEL D STOUFFER
THE SEGAL CO
2018 POWERS FERRY ROAD SE STE 850
ATLANTA GA 30339

THIS IS YOUR GEORGIA INSURANCE LICENSE

JOEL D STOUFFER

License Number: 849462 NPN: 11465951

Licensed as Resident Agent
Qualified for Agent - Accident & Sickness
Agent - Life

Expiration date
11-30-2018


Ralph T. Hudgens
Commissioner of Insurance

GEORGIA INSURANCE LICENSE

JOEL D STOUFFER

THE SEGAL CO
2018 POWERS FERRY ROAD SE STE 850
ATLANTA GA 30339

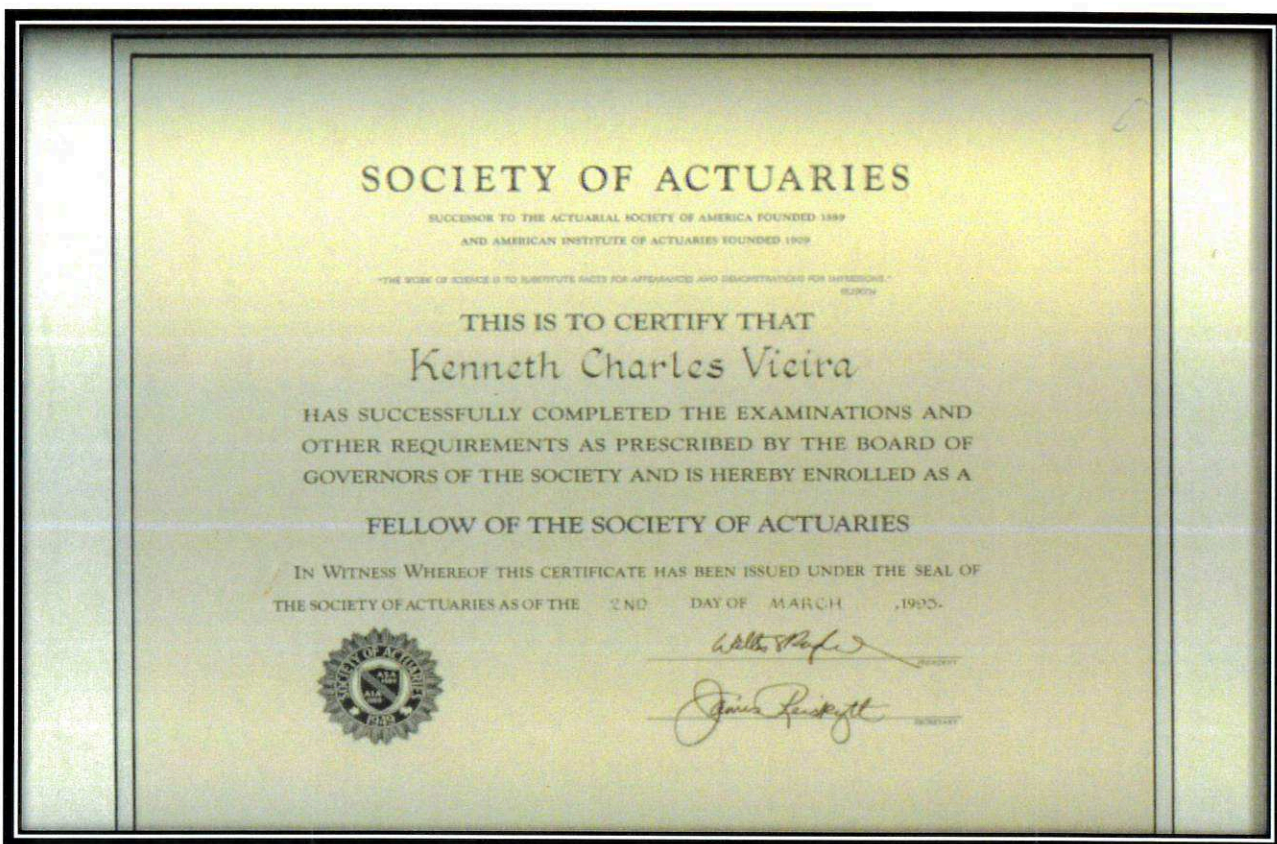
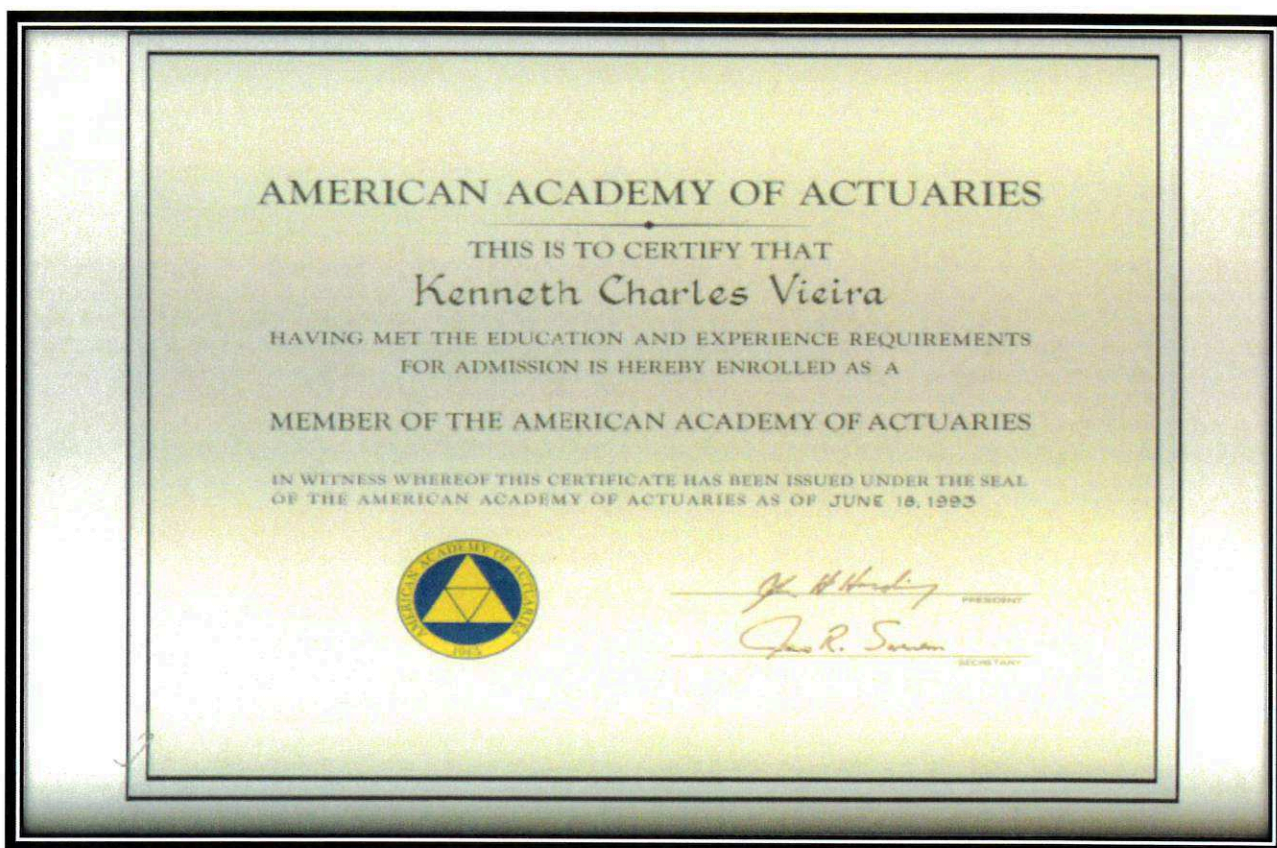
License Number:
849462

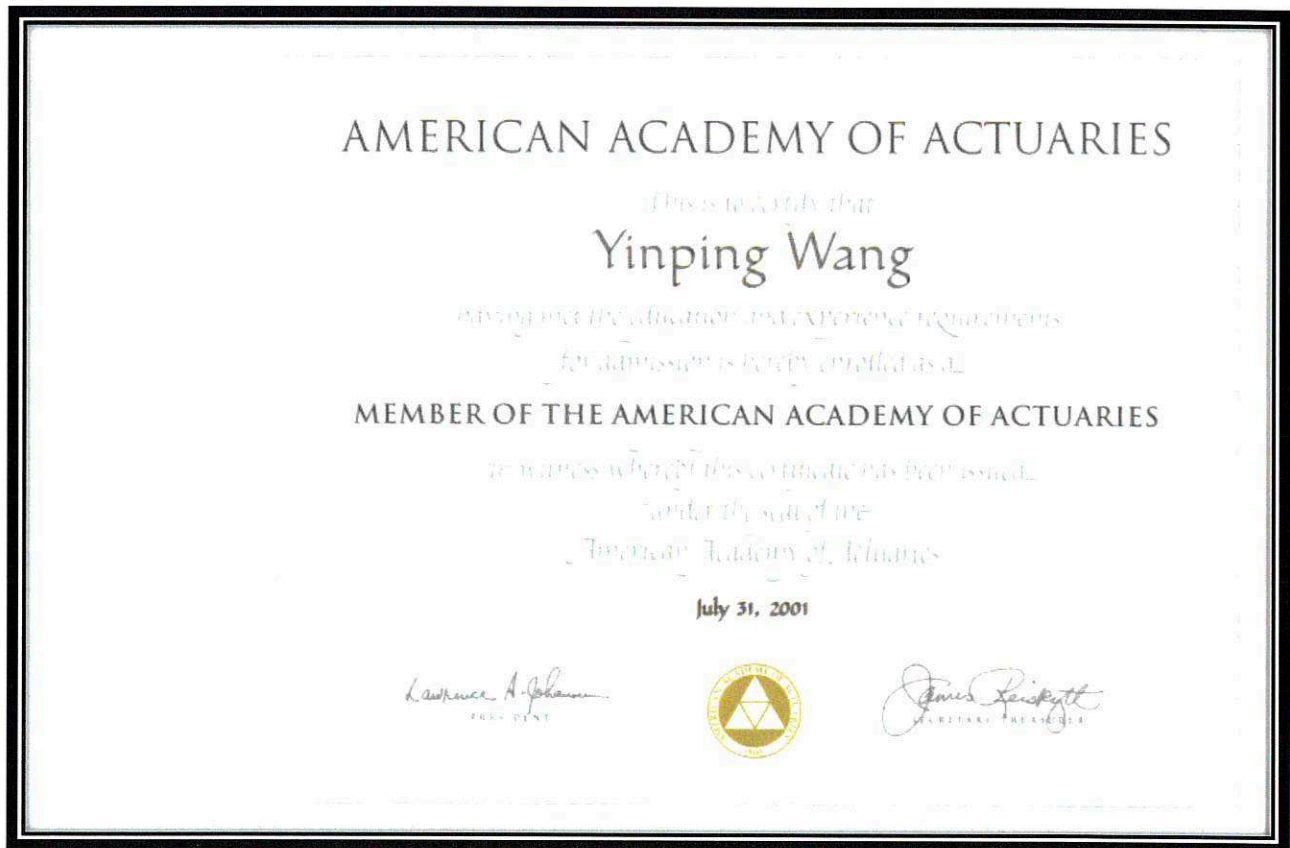
Licensed as/Qualified for

NPN: 11465951

Resident Agent
Agent - Accident & Sickness
Agent - Life

Expiration Date
11-30-2018





The Actuarial Directory

Patrick Joseph Klein

FSA MAAA

Senior Health Consultant



The Segal Company

2018 Powers Ferry Road
Suite 850
Atlanta
Georgia 30339-7200
United States

Tel +1(618)954-8802

Designations

MAAA 2011
FSA 2015

SOA CPD attestation status

Compliant(2015-2016)

https://www.actuarialdirectory.org/?searchon=Last_name&searchvalue=klein

9/21/2017

**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 The Segal Company (Eastern States), Inc. 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.

Not applicable

(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)

(Seal)

Commission Expires: _____
(Date)

EXHIBIT F

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (Kenneth C. Vieira),
Name

Senior Vice President

Title

The Segal Company (Eastern States), Inc.

Firm 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:

- 1) 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,
- 2) 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,
- 3) 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,
- 4) 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,
- 5) 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
- 6) 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: Kenneth C. Vieira TITLE: Senior Vice President

SIGNATURE: 

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

Atlanta, GA 30339

PHONE NUMBER: 678-306-3154 EMAIL: kvieira@segalco.com

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	0	0																
FIRST/MID LEVEL OFFICIALS and MANAGERS	4	9	0	1	4	8	0	1										
PROFESSIONALS	14	10	3	1	11	9	1	1					2	0				
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS	0	4	0	3	0	1	0	3										
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL	18	23	3	5	15	18	1	5					2	0				

FIRM'S NAME: Segal

CONTACT NAME: Kenneth C. Vieira

EMAIL: kvieira@segalco.com PHONE NUMBER: 678-306-3154

SUBMITTED BY: Kenneth C. Vieira

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name The Segal Company (Eastern States), Inc.

ITB/RFP Name & Number: Healthcare Benefits Consulting Services, 19RFP10172019C-BKJ

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** ☒ is ☐ a minority or female owned and controlled business enterprise. ☐ **African American (AABE)**; ☐ **Asian American (ABE)**; ☐ **Hispanic American (HBE)**; ☐ **Native American (NABE)**; ☐ **White Female American (WFBE)**; ****If yes, please attach copy of recent certification.** (Check the appropriate box/es)

2. 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.

Not applicable

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)		(c.)	
% of JV		% of JV		% of JV	
Ethnicity		Ethnicity		Ethnicity	
Gender		Gender		Gender	
Phone#		Phone#		Phone#	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: **Not applicable**

ADDRESS: _____

EMAIL ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
EMAIL ADDRESS: _____ PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor Value: (%)

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 without prior approval of the County, 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.

Signature: _____ **Title:** Senior Vice President

Business or Corporate Name: The Segal Company (Eastern States), Inc.

Address: 2727 Paces Ferry Road, Building One, Suite 1400

Atlanta, Georgia 30339

Telephone: (678) 306-3154

Fax Number: (678) 669-1887

Email Address: kvieira@segalco.com

EXHIBIT D**LETTER OF INTENT TO PERFORM AS A
SUBCONTRACTOR OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: The Segal Company (Eastern States), Inc.

(Name of Prime Contractor's Firm)

From: Not applicable

(Name of Subcontractor's Firm)

ITB/RFP Number: 19RFP10172019C-BKJ

Project Name: Healthcare Benefits Consulting Services

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount
Not applicable			

The Segal Company (Eastern States), Inc.

(Prime Bidder)

Signature _____

Title Senior Vice President

Email kvieira@segalco.com

Date 12/4/2019

(Subcontractor)

Signature _____

Title _____

Email _____

Date _____

Equal Business Opportunity Plan

The Segal Company (Eastern States), Inc.

**2727 Paces Ferry Road
Building One, Suite 1400
Atlanta, GA 30339
(678) 306-3100**

Equal Business Opportunities Plan (EBO)

Segal Consulting is an equal opportunity employer and has reinforced its commitment to equal employment by maintaining an Affirmative Action Plan. The President & CEO has ultimate responsibility to ensure that equal employment opportunity is a reality throughout the Company. The Chief People Officer is responsible for directing equal employment activities and ensuring that policies and procedures are followed and equal employment opportunity objectives are met under Executive Order 11246, as amended, the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Act of 1974.

All employees are expected to share in the Company's commitment and must not discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on race, color, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, medical condition, marital status, citizenship status, military service status, or any other characteristic protected by state or federal law or local ordinance. When necessary, the Company will reasonably accommodate employees and applicants with disabilities if the person is otherwise qualified to safely perform all of the essential functions of the position.

Employees and applicants will not be subjected to harassment, intimidation, threats, coercion or discrimination because they have: 1) filed a complaint; 2) assisted or participated in an investigation or compliance review hearing; 3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or 4) exercised any other right protected by federal, state or local law requiring equal opportunity. All employees are encouraged to voice complaints, problems or suggestions regarding equal employment opportunities. Such complaints, problems or suggestions should always be directed to Human Resources. Failure of a manager or supervisor to cooperate in the area of affirmative action is not acceptable and will be considered detrimental to the Company.

Question 1

Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.

The Segal Company (Eastern States), Inc. has reviewed the solicitation carefully and knows that diversity and equal business opportunity is important to Fulton County. Our company will be using subcontractors for the following services: health benefit consulting services.

Question 2

Efforts that would be made by **The Segal Company (Eastern States), Inc.** to encourage, use and solicit minority and female owned business would be to:

1. Use the **Fulton County's Minority, Female and Service Disabled Data Base** (because there vendors are qualified and certified with the county).

2. **Network** with companies that specialize in the same service and/or commodity that our company does by utilizing the vendor list from the pre-bid conference.
3. Contact our local business partners, that we have already proposed partnership on other jurisdictional public sector procurement opportunities.

At Segal, we are committed to a culture of diversity and inclusiveness, as demonstrated through our recruitment, retention and employee development programs. We maintain an environment that respects and builds on the assets and talents of each person, valuing their differences. We also engage in good faith efforts to maintain an environment free from discrimination and harassment in strict compliance with applicable laws, and consider all qualified candidates for employment without regard to their race/ethnicity, national origin, color, religion, gender, sexual orientation, gender identity or expression, age, disability or medical condition, protected veteran or military status, criminal record history, marital status, or status in any group or class protected by applicable federal, state or local law. We also engage in affirmative action to employ and advance in employment qualified women, minorities, disabled individuals and protected veterans. Maintaining a diverse and inclusive workforce is a win/win, and provides Segal with the opportunity to leverage our top talent to provide innovative solutions to our clients.

While our company does not have a formal supplier diversity program and we do not track the number of minority persons, females or persons with a disability performing more than 50% of services for the vendors we contract with, Segal establishes business relationships for servicing our clients that reflect our commitment to equal opportunity and diversity. Segal does work with, through the procurement process, business enterprises owned by minorities, women and persons with a disability, as well as small business enterprises and typically engages minorities and women-owned business enterprises (M/WBEs) to participate in its client engagements. As a federal government contractor, Segal promotes a culture and work environment that is diverse, inclusive and compliant with Affirmative Action by prohibiting discrimination against all protected classes including qualified veterans and individuals with disabilities and requires a similar commitment to Affirmative Action by the prime contractors and subcontractors we work with.

Mentorship Program:

Segal has a formal mentorship program that provides a structured approach to creating, implementing and facilitating mentor / mentee relationships across the organization. Program participation as mentees and/or mentors is open to all employees with at least one year of employment. Mentoring relationships range from 6-12 months in duration depending on mutually agreed upon goals and objectives.

Mentorship Program goals include: career development, personal growth, building bench strength for key positions and leadership roles and, networking.

Mentor and Mentee participants are required to attend a mandatory training program, develop a mentoring action plan, document mutual consent to the mentoring relationship and, submit periodic progress reports via a feedback survey tool designed for this purpose.

Segal's Mentorship Program exists under the auspices of the Human Resources (HR) Department and overseen by a HR Department designate as the Program's Manager.

Employee Development and Advancement:

Segal provides formal, group-oriented and less formal, individual-oriented training support to facilitate the learning, development and advancement of its employees across the organization and, does so regardless of gender, ethnicity and/or other protected categories of employees.

Formal training programs, typically, address required professional development needs for job performance and career advancement through Segal's multiple career paths. This includes development of knowledge, skills and professional credentials as applicable to an employee's role and career path. Formal training is designed and delivered in the following ways: in-house by Segal employees having responsibility for or involvement in organization development matters; external, third-party vendors having a particular expertise in a needed area of training and; external professional and industry-related association meetings offering learning and development opportunities for any/all professionals who are associated with the industry.

Less formal, individual-oriented training and development initiatives include on-the-job training, Segal's Mentorship Program, creating mandatory annual development plans between managers and employees company-wide and, employee attendance at external professional/industry association meetings and networking events.

Diversity and Inclusion at Segal:

Segal launched its Diversity & Inclusion Program in 2017 to further support the maintenance and enhancement of diversity and inclusiveness within and across Segal's workforce and culture. This is a multi-faceted program that has, as a core element, the creation of Business Resource Groups (BRG) as an important avenue for engaging all employees on a direct basis and encouraging employees to support and contribute to Segal's Diversity & Inclusion (D&I) Program objectives and goals. Integral to the mission of any BRG that is formed, is the advancement of diversity and inclusiveness at Segal, a commitment that focuses on the betterment and well-being of both employees from all walks of life as well as Segal, as a business enterprise. BRGs and Segal's D&I Program is overseen by a Steering Committee that provides guidance, encouragement and collaboration across the company.

Another aspect of Segal's D&I Program is the annual updating and communicating of workforce EEO Challenges and Goals to Segal Leadership and referencing identified EEO Goals as one of multiple

contexts to guide the development and implementation of recruitment and staff development programs to address identified workforce under-representations.

Planning & Budgeting:

Business Unit Leaders, in collaboration with their HR Directors and with D&I Steering Committee oversight and guidance, are required to develop their D&I action plans on a yearly basis to include request for resources to carry approved action plans out. These action plans are updated during the July time period, subsequently, to the Company's Affirmative Action workforce analysis and planning that results in updating the Company's EEO Challenges and Goals. Updated EEO Goals are shared with all Business Unit Leaders and business unit action plans are updated in a corresponding way. Budgets are established on a business unit by business unit basis, in response to approved action plans and resource requests.

Action plans are required to address recruitment, internal staff development/advancement, BRG formation and support and any other actions defined that support promoting a culture of diversity and inclusiveness at Segal.

D&I Committee Oversight:

When Segal launched its D&I program, a steering committee was immediately formed. The Committee, currently, consists of 5 members, 3 Business Unit Leaders and 2 Human Resources Department members. The Committee is currently tasked with operationalizing Segal's D&I program. This includes formalizing Committee protocols and rules of engagement. Currently, the Committee is meeting about once per month and more frequently as needed as it collaborates with business units and employees around a variety of initiatives. The Steering Committee exists to both guide and make-decisions in response to development and implementation of policies and procedures. Importantly, the Steering Committee is encouraging employees and providing guidance and support for the creation of Business Resource Groups (BRG) and we will be launching our first BRG this December named the Women's Leadership Council BRG.

If questions or for more information about the above programs, please contact Pat Knuff, Vice President and Talent Acquisition Program Director via email: pknuff@segalco.com or phone: 212-251-5410.



333 West 34th Street New York, NY 10001-2402
T 212.251.5410 www.segalgroup.net

J. Patrick Knuff
Vice President Talent Acquisition
Programs
pknuff@segalco.com

November 20, 2019

RE: **Fulton County, GA - Segal RFP – Healthcare Benefits Consulting Services**
(#19RFP10172019C-BK)

To Whom it Might Concern:

This letter is meant to address a question on your Workforce Analysis Affirmative Action Report asking us to describe our recruitment, hiring, training and promotion antidiscrimination practices at Segal. This letter describes Segal's Affirmative Action program that includes the launch of a new Diversity & Inclusion Program in 2019.

Pursuant to the requirement of 41 C.F.R. / 60-2.17 (a), the Company has assigned me as its Affirmative Action Officer (AAO), responsible for the implementation of its equal employment opportunity and affirmative action program. To ensure effective implementation, the AAO has the authority, resources, support and access to the Company's top management. Responsibilities of the AAO include:

- Developing policy statements, affirmative action programs, and internal and external communication techniques.
- Advising management on the interpretation and implementation of the EEO Policy, the Company's Program, and the associated laws and regulations.
- Identifying Equal Employment Opportunity areas needing improvement.
- Assisting management and other supervisory personnel to solve Equal Employment Opportunity problems.
- Holding regular discussions with management and supervisory staff to be certain that the Company's policy on affirmative action is being followed.
- Designing and implementing audit and reporting systems that will measure the effectiveness of the Company's program, indicate if there exists a need for remedial action, and determine the degree to which the Company's affirmative action goals and objectives have been met.
- Advising management of the Program's effectiveness and developing action-oriented programs to solve any problems.

- Serving as liaison between the Company and enforcement agencies, female and minority organizations, community action and other groups concerned with employment opportunities for females and minorities.
- Conducting periodic auditing of hiring, training programs and promotion patterns to aid in the attainment of goals and objectives.
- Finding ways to make known the Company's Equal Employment Opportunity activities to local female and minority organizations, community action and other groups with increasing the employment and upgrading of females and minorities.

As such, Segal is committed to its equal opportunity in employment programs for any applicant for employment or any employee by not basing employment decisions on age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation (defined in s. 111.32(13m), Wis. Stats.) or national origin. Segal also makes provisions for holding supervisors and managers accountable for affirmative action initiatives within their respective areas; and is committed to abiding by s. 16.765, Wis. Stats., state regulations, and federal laws pertaining to equal employment opportunity and affirmative action during the life of a contract with the State of Wisconsin.

The Company's action-oriented programs are designed to attain established goals and objectives and to identify and eliminate any problems, which may arise. The following programs are continuing:

- Recruiting efforts include contacting minority and female professional organizations, as well as maintaining relationships with the State Department of Labor and the U.S. Veterans Administration.
- The Company participates in job fairs held by the International Association of Black Actuaries (IBA) which seeks to further the education of, and employment of, black actuarial professionals and students worldwide.
- The Company continues to develop and maintain on-going relationships with colleges and universities with high female and minority populations for recruitment purposes.
- Recruitment sources are briefed regarding the Company's needs and clear and concise arrangements are made for the referral of applicants, follow-up sources and feedback on the disposition of applicants.
- The Company utilizes the services of Monster, Career Builder, AskEarn.org, DiversityJobs.com, and the EOE journal to assist them in the recruitment of protected veterans and individuals with disabilities.
- Through the Company's new hire paperwork, all new employees are given the opportunity to identify their race, disability and protected veteran status.
- Job descriptions are prepared and evaluated periodically to insure that the Company does not screen out, by the description, a disproportionate number of females, minorities, individuals with

disabilities or protected veterans. This review process insures that the descriptions accurately reflect the job functions and are in compliance with all relevant regulations, statutes and laws.

- The Company has developed certain management development programs that are available to all employees according to job requirements and the relevance of program content to job duties. Equal Employment and Affirmative Action updates are provided to all managers and supervisors to advise them of their Affirmative Action obligations.
- To encourage employees to continue their professional education, the Company has a tuition reimbursement program in place. Further information regarding this program can be obtained by contacting Human Resources.
- As part of the Company's program, the Company makes certain that Company sponsored social and recreational activities are not segregated. The Company actively encourages all employees to participate in Company sponsored events.
- The Company does not discriminate on the basis of religion or national origin. In addition to its efforts to recruit, hire, promote and otherwise treat affirmatively the members of various religious and ethnic groups, the Company makes reasonable accommodations to the religious observances and practices of those employees requesting such accommodation.
- The Company offers employees alternative work arrangements, which are customized plans that offer some flexibility in work schedules, for those employees trying to balance work, family and personal responsibilities. Flextime (adjusted start and stop times around core business hours), job sharing, telecommuting, and part-time hours are the types of arrangements that may be offered.
- Further, I am a member of the **Diversity & Inclusion** Steering Committee, responsible for oversight of Segal's recently launched Diversity & Inclusion Program (see attached program deck). We have conducted kick-off meetings with the Company's entire senior leadership team and, are in the process of conducting outreach to Segal's employee population to solicit and encourage their participation via the formation of Business Resource Groups (BRG) that will be organized and led by employee, each BRG having the mission of enhancing diversity and special interest needs of employees.

Please let me know if you have questions or wish to discuss the Company's commitment to its Equal Employment Opportunity and Affirmative Action programs.

Sincerely yours,



EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

SECTION 7

Insurance and Risk Management Provisions

Health Benefits Consulting Services

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY** (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$100,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$100,000.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE** (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence -	\$1,000,000
	General Aggregate	- \$2,000,000
Products\Completed Operations	Aggregate Limit -	\$2,000,000
Personal and Advertising Injury	Limits	- \$1,000,000
Damage to Rented Premises	Limits	- \$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Bodily Injury & Property Damage	Each Occurrence	- \$1,000,000
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(Including operation of non-owned, owned, and hired automobiles).

-
4. UMBRELLA LIABILITY
(In excess of Auto GL and Employers Liability) Each Occurrence - \$1,000,000
5. PROFESSIONAL LIABILITY Aggregate - \$5,000,000
6. CYBER LIABILITY Each Occurrence/Aggregate - \$2,000,000/\$2,000,000
Policy shall include coverage for losses arising from the breach of information, security, privacy and intentional/unintentional release of private information.

Certificates:

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, its' Officials, Officers and Employees as an Additional Insured (except for Workers Compensation and Professional Liability) using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will make available to the County for its review only and its approval of such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (where applicable).

PROTECTION OF PROPERTY

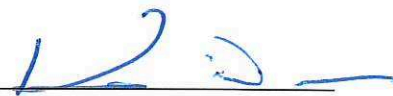
Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: The Segal Company (Eastern States), Inc. SIGNATURE: _____



NAME: Kenneth C. Vieira TITLE: Senior Vice President

DATE: 12/4/2019

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

Please select Attest or Notary from checkbox

ATTEST:

DocuSigned by:

Tonya R. Grier

Tonya R. Grier
Interim Clerk to the Board of
Commission

(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Cheryl Ringer

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Hakeem Oshikoya

Hakeem Oshikoya

Department

Finance Director

CONTRACTOR:

SEGAL CONSULTING

DocuSigned by:

Kenneth C. Vieira

AF4A2DFC818B479...

Kenneth C. Vieira Senior Vice President

Attest x Notary

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Zandra Halley

Notary Public

County: Cobb

Commission Expires: July 29, 2021 DocuSigned by:

(Affix Notary Seal)

Please select RCS or RM from the checkbox

x RCS

RM

ITEM#: 2020-0222	RCS: 3/18/2020	ITEM#: _____	RM: _____
RECESS MEETING		REGULAR MEETING	

Insurance Certificate to be attached





CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
05/20/2020

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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: National Union Fire Ins Co of Pittsburgh</td> <td>19445</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(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co of Pittsburgh	19445	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED The Segal Company (Southeast), Inc. 2727 Paces Ferry Road SE Building 1, Suite 1400 Atlanta, GA 30339-4053 USA															

COVERAGES

CERTIFICATE NUMBER: 570081813788

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	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 type="checkbox"/>	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Cyber Liability			03-986-94-00 Cyber Liability SIR applies per policy terms & conditions	02/13/2020	02/13/2021	Limit (1) \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

First Excess Cyber Liability Policy - Allied World Specialty Insurance Company - Policy No. 0312-2284 - Effective - 2/13/20 to 02/13/21 - Limit of Liability \$3,000,000 excess of \$3,000,000
 Second Excess Cyber Liability Policy - Zurich American Insurance Company - Policy No. SPR 7553622 - Effective - 2/13/20 to 02/13/21 - Limit of Liability \$4,000,000 excess of \$6,000,000
 Third Excess Cyber Liability Policy - Continental Casualty Company - Policy No. 596434319 - Effective - 2/13/20 to 02/13/21 - Limit of Liability \$10,000,000 excess of \$10,000,000
 Fourth Excess Cyber Liability Policy - Greenwich Insurance Company - Policy No. MTE9034643 03 - Effective 2/13/20 to 2/13/21 -

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government Purchasing Department 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303-3459 USA	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
---	---

Holder Identifier :

Certificate No : 570081813788



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED The Segal Company (Southeast), Inc.	
POLICY NUMBER See Certificate Number: 570081813788			
CARRIER See Certificate Number: 570081813788	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:
Limit of Liability \$5,000,000 excess of \$20,000,000



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
05/20/2020

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PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
INSURED The Segal Company (Southeast), Inc. 2727 Paces Ferry Road SE Building 1, Suite 1400 Atlanta, GA 30339-4053 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 22322

COVERAGES
CERTIFICATE NUMBER: 570081813726

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	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	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Consultant Liab			MPP 0022143 14	01/30/2020	01/30/2021	Limit (1) \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Limit (1) \$5,000,000 per claim / \$5,000,000 Aggregate.
 "Consultant Liab" line item represents Professional Indemnity insurance.

CERTIFICATE HOLDER
CANCELLATION

Fulton County Government Purchasing Department 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303-3459 USA	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
---	--

Holder Identifier :

Certificate No : 570081813726



SEGACOM-01

ALYSONSTRUCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2020

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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		NAIC #
	INSURER A : Federal Insurance Company		20281
	INSURER B : Pacific Indemnity Company		20346
	INSURER C : INSURER D : INSURER E : INSURER F :		

INSURED
The Segal Company (Southeast), Inc.
2727 Paces Ferry Road SE
Bldg. 1, Suite 1400
Atlanta, GA 30339-4053

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			36038114	2/28/2020	2/28/2021	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 \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73596984	2/28/2020	2/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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	2/28/2020	2/28/2021	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 N	N / A	71738381	2/28/2020	2/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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.

CERTIFICATE HOLDER

CANCELLATION

Fulton County Government - Purchasing Dept.
130 Peachtree Street S.W.
Suite 1168
Atlanta, GA 30303-3459

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

Matthew