



STAFF REPORT

Report To:	Board of Supervisors	Meeting Date:	December 3, 2020
Staff Contact:	Carol Akers, Purchasing and Contracts Administrator and Melanie Bruketta, Human Resources Director		
Agenda Title:	For Possible Action: Discussion and possible action regarding a determination that LP Insurance Services, Inc., is the lowest responsive and responsible bidder pursuant to NRS Chapter 332 and whether to award Contract No. 20300070 for Insurance Brokerage and Consulting Services to LP Insurance Services, Inc. for a not to exceed annual amount of \$35,000 through December 31, 2025 for a total contract amount of \$175,000 to be funded from the Group Medical Insurance Professional Services Account. (Carol Akers; CAkers@carson.org and Jacque Cassinelli, JCassinelli@carson.org)		

Staff Summary: Carson City contracted with LP Insurance Services for insurance brokerage and consulting services, effective January 1, 2017 to December 31, 2020. The Human Resources Department worked with the Purchasing & Contracts Department to issue a Request for Proposal on September 1, 2020. Six proposals were received and the Carson City Review and Selection Committee selected LP Insurance Services, Inc. to recommend to the Board of Supervisors for award.

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

Proposed Motion

I move to approve the contract as presented.

Board's Strategic Goal

Efficient Government

Previous Action

None

Background/Issues & Analysis

Carson City previously engaged LP Insurance Services, Inc. to assist the City by providing insurance brokerage and consulting services in relation to the City's medical, dental, vision and life insurance plans. The contract with LP Insurance Services, Inc. was effective on January 1, 2017 and will expire on December 31, 2020.

A formal Request for Proposal was released on September 1, 2020 and proposals were accepted through 2:00 p.m. on September 29, 2020. Six proposals were received and the Carson City Review and Selection Committee selected LP Insurance Services, Inc. to recommend to the Board of Supervisors for award.

The recommendation is based on LP Insurance, Inc. being the lowest responsive and responsible bidder under NRS Chapter 332. LP Insurance, Inc. is also familiar with the City's business practices and policies and procedures and this familiarity should prove beneficial to the City. If the contract is awarded to LP Insurance Services, Inc. as recommended, the broker will continue to provide services for health insurance, including

marketing of the medical, dental, vision and life insurance plans; making recommendations on plans; negotiating new contracts and renewals; providing oversight over the plans; monitoring for and updating the City on utilization rates; assisting with appeals; and providing other services as described in the scope of work.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 332

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Group Medical Insurance Professional Services Account / 5700706-500309

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Current available budget is \$20,879 for FY21 and if the contract is approved, Account 5700706-500309 will be reduced by \$17,500 in FY21 to cover January 1, 2021 to June 30, 2021. Account is budgeted at \$74,800 annually.

Alternatives

Do not approve the contract and provide alternative direction to staff.

Attachments:

[20300070 Draft Contract.pdf](#)

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 20300070
Title: Insurance Brokerage & Consulting Services
for Health Benefits Program

THIS CONTRACT is made and entered into this **1st** day of **January 2021**, by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as "**CITY**", and LP Insurance Services, Inc., hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the Purchasing and Contracts Administrator for **CITY** is authorized pursuant to Nevada Revised Statutes (hereinafter referred to as "NRS") 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, CONTRACTOR'S compensation under this agreement (does) (does not X) utilize in whole or in part money derived from one or more federal grant funding source(s); and

WHEREAS, it is deemed necessary that the services of **CONTRACTOR** for **CONTRACT No. 20300070** (hereinafter referred to as "Contract") are both necessary and in the best interest of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, and the following terms, conditions and other valuable consideration, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. SCOPE OF WORK (Incorporated Contract Documents):

2.1 **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A**, which shall all be attached hereto and incorporated herein by reference for and on behalf of **CITY** and hereinafter referred to as the "SERVICES".

2.2 **CONTRACTOR** represents that it is duly licensed by **CITY** for the purposes of performing the SERVICES.

2.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the SERVICES.

2.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the SERVICES described herein and required hereunder. **CONTRACTOR** shall perform the SERVICES faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all SERVICES furnished by **CONTRACTOR** to **CITY**.

For P&C Use Only
CCBL expires _____
GL expires _____
AL expires _____
WC expires _____

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2.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the SERVICES required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such SERVICES.

2.6 Before commencing with the performance of any SERVICES under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the costs arising therefrom.

2.7 It is expressly understood and agreed that all SERVICES done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of SERVICES shall not forfeit the right of **CITY** to require correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the SERVICES required under the terms of this Contract until all SERVICES have been completed and accepted by **CITY**.

3. CONTRACT TERM:

3.1 The term of this Contract begins on January 1, 2021, subject to Carson City Board of Supervisors' approval (anticipated to be December 3, 2020) and ends December 31, 2025, unless sooner terminated by either party as specified in **Section 7** (CONTRACT TERMINATION).

4. NOTICE:

4.1 Except any applicable bid and award process where notices may be limited to postings by **CITY** on its Bid Opportunities website (www.carson.org), all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail, by regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

4.2 Notice to **CONTRACTOR** shall be addressed to:

Kevin Monaghan, Employee Benefits Consultant and Principal Partner
LP Insurance Services, Inc.
300 East 2nd Street, #1300
Reno, NV 89501
775-996-6016
Kevin.monaghan@lpins.net

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4.3 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts Department
Carol Akers, Purchasing & Contracts Administrator
201 North Carson Street, Suite 2
Carson City, NV 89701
775-283-7362 / FAX 775-887-2286
CAkers@carson.org

5. COMPENSATION:

5.1 The parties agree that **CONTRACTOR** will provide the SERVICES specified in **Section 2** and **CITY** agrees to pay **CONTRACTOR** the Contract's compensation based upon the Scope of Work Fee Schedule for a not to exceed maximum annual amount of Thirty Five Thousand Dollars and 00/100 (\$35,000) and a not to exceed maximum contract term amount of One Hundred Seventy Five Thousand Dollars and 00/100 (\$175,000), and hereinafter referred to as "Contract Sum".

5.2 Contract Sum represents full and adequate compensation for the completed SERVICES, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the SERVICES.

5.3 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.1.2 **CITY** reserves the right to terminate this Contract for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. In the event that the Contract is terminated in this manner, payment will be made for SERVICES actually completed. If termination occurs under this provision, in no event shall **CONTRACTOR** be entitled to anticipated profits on items of SERVICES not performed as of the effective date of the termination or compensation for any other item, including but not limited to, unabsorbed overhead. **CONTRACTOR** shall require that all subcontracts which it enters related to this Contract likewise

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contain a termination for convenience clause which precludes the ability of any subcontractor to make claims against **CONTRACTOR** for damages due to breach of contract, lost profit on items of SERVICES not performed, or unabsorbed overhead, in the event of a convenience termination.

7.2 Termination for Nonappropriation:

7.2.1 All payments and SERVICES provided under this Contract are contingent upon the availability of the necessary public funding, which may include various internal and external sources. In the event that Carson City does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate upon **CITY'S** notice to **CONTRACTOR** of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

7.3 Cause Termination for Default or Breach:

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or any SERVICES called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4 Time to Correct (Declared Default or Breach):

7.4.1 Termination upon a declared default or breach may be exercised only after providing seven (7) calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party, within five (5) calendar days of providing that default or breach

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notice, to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination without cause or termination for nonappropriation.

7.5 Winding Up Affairs Upon Termination:

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this **Subsection 7.5** survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination; and

7.5.1.2 **CONTRACTOR** shall satisfactorily complete SERVICES in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**; and

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**; and

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with "**Section 19**".

7.6 Notice of Termination:

7.6.1 Unless otherwise specified in this Contract, termination shall not be effective until seven (7) calendar days after a party has provided written notice of default or breach, or notice of without cause termination. Notice of Termination may be given at the time of notice of default or breach, or notice of without cause termination. Notice of Termination may be provided separately at any time after the running of the 7-day notice period, and such termination shall be effective on the date the Notice of Termination is provided to the party unless a specific effective date is otherwise set forth therein. Any delay in providing a Notice of Termination after the 7-day notice period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

8. REMEDIES:

Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9. LIMITED LIABILITY:

CITY will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract

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liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Contract. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10. FORCE MAJEURE:

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11. INDEMNIFICATION:

11.1 To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this Section.

11.2 Except as otherwise provided in **Subsection 11.4** below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

- 11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and
- 11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12. INDEPENDENT CONTRACTOR:

12.1 **CONTRACTOR**, as an independent contractor, is a natural person, firm or corporation who agrees to perform SERVICES for a fixed price according to his or its own methods and without subjection to the supervision or control of the **CITY**, except as to the results of the SERVICES, and not as to the means by which the SERVICES are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted SERVICES pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms

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of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR**, in addition to **Section 11** (INDEMNIFICATION), shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13. INSURANCE REQUIREMENTS (GENERAL):

13.1 NOTICE: *The following general insurance requirements shall apply unless these general requirements are altered by any specific requirements set forth in CITY'S solicitation for bid document, the adopted bid or other document incorporated into this Contract by the parties.*

13.2 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.3 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to **CITY** Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.4 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.5 Insurance Coverage (13.6 through 13.23):

13.6 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the later of:

13.6.1 Final acceptance by **CITY** of the completion of this Contract; or

13.6.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.6.3 Any insurance or self-insurance available to **CITY** under its coverage(s) shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**.

CONTRACTOR'S insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately

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notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.7 **General Insurance Requirements (13.8 through 13.23):**

13.8 **Certificate Holder:** Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701 as a certificate holder.

13.9 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.10 **Waiver of Subrogation:** Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of City.

13.11 **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.12 **Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by **CITY**.

13.13 **Policy Cancellation:** Except for ten (10) calendar days' notice for non-payment of premium, premium, **CONTRACTOR** or its insurers must provide thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by mail to Carson City Purchasing and Contracts, 201 N. Carson Street, Suite 2, Carson City, NV 89701. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to City.

13.14 **Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.15 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, NV 89701:

13.16 **Certificate of Insurance:** **CONTRACTOR** shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.17 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per **Subsection 13.9** (Additional Insured).

13.18 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlying Schedule from the Umbrella or Excess insurance policy may be required.

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13.19 **Review and Approval:** Documents specified above must be submitted for review and approval by **CITY** Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

13.20 COMMERCIAL GENERAL LIABILITY INSURANCE:

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence.

- 13.20.1 *Minimum Limits required:*
- 13.20.2 Two Million Dollars (\$2,000,000.00) - General Aggregate.
- 13.20.3 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
- 13.20.4 One Million Dollars (\$1,000,000.00) - Each Occurrence.
- 13.20.5 CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
- 13.20.6 City and County of Carson City, Nevada, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, and under the commercial umbrella, if any.
- 13.20.7 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- 13.20.8 There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- 13.20.9 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against City with respect to any loss paid under the policy.

13.21 BUSINESS AUTOMOBILE LIABILITY INSURANCE:

- 13.21.1 *Minimum Limit required:*

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- 13.21.2 Contractor shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
- 13.21.3 Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- 13.21.4 Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by **CONTRACTOR** pursuant this Contract.
- 13.22 **PROFESSIONAL LIABILITY INSURANCE**
 - 13.22.1 *Minimum Limit required:*
 - 13.22.2 **CONTRACTOR** shall maintain professional liability insurance applying to all activities performed under this Contract with limits not less than One Million Dollars (\$1,000,000.00) and Two Million Dollars (\$2,000,000) in the aggregate.
 - 13.22.3 Retroactive date: Prior to commencement of the performance of this Contract.
 - 13.22.4 **CONTRACTOR** will maintain professional liability insurance during the term of this Contract and for a period of three (3) years after termination of this Contract unless waived by the City. In the event of non-renewal or other lapse in coverage during the term of this Contract or the three (3) year period described above, **CONTRACTOR** shall purchase Extended Reporting Period coverage for claims arising out of **CONTRACTOR's** negligence acts, errors and omissions committed during the term of the Professional Liability Policy. The Extended Reporting Period shall continue through a minimum of three (3) years after termination date of this Contract.
 - 13.22.5 A certified copy of this policy may be required.
- 13.23 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**
 - 13.23.1 **CONTRACTOR** shall provide workers' compensation insurance as required by NRS Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
 - 13.23.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.
 - 13.23.3 **CONTRACTOR** waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

INDEPENDENT CONTRACTOR AGREEMENT
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14. BUSINESS LICENSE:

14.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

14.2 The Carson City business license shall continue in force until the later of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

15. COMPLIANCE WITH LEGAL OBLIGATIONS:

CONTRACTOR shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or SERVICES or any services of this Contract.

CONTRACTOR will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with NRS Chapter 361 generally and NRS 361.157 and 361.159, specifically regarding for profit activity. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

If the **CITY** was required by NRS 332.039(1) to advertise or request a proposal for this Agreement, by signing this Agreement, the **CONTRACTOR** provides a written certification that the **CONTRACTOR** is not currently engaged in, and during the Term shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017). The **CONTRACTOR** shall be responsible for fines, penalties, and payment of any State of Nevada or federal funds that may arise (including those that the **CITY** pays, becomes liable to pay, or becomes liable to repay) as a direct result of the **CONTRACTOR**'s non-compliance with this Section.

16. WAIVER OF BREACH:

Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

17. SEVERABILITY:

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

18. ASSIGNMENT / DELEGATION:

To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**. The parties do not intend to benefit any third party beneficiary regarding their respective performance under this Contract.

19. CITY OWNERSHIP OF PROPRIETARY INFORMATION:

Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by

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CONTRACTOR upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

20. PUBLIC RECORDS:

Pursuant to NRS 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

21. CONFIDENTIALITY:

CONTRACTOR shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

22. FEDERAL FUNDING:

- 22.1 In the event federal grant funds are used for payment of all or part of this Contract:
 - 22.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - 22.1.2 **CONTRACTOR** and its subcontractors must be registered in the US Government System for Award Management (SAM) for verification on projects with federal funding.
 - 22.1.3 **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - 22.1.4 **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and Executive Order 11478 (July 21, 2014) and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, sexual orientation, gender identity, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
 - 22.1.5 If and when applicable to the particular federal funding and the Scope of Work under this Contract, **CONTRACTOR** and its subcontractors shall comply with: American Iron and Steel (AIS) provisions of P.L. 113- 76, Consolidated Appropriations Act, 2014, Section 1605 – Buy

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American (100% Domestic Content of iron, steel and manufactured goods); Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America, 23 C.F.R. §635.410 (100% Domestic Content of steel, iron and manufactured products); Federal Transit Administration (FTA) 49 U.S.C. § 5323(j), 49 C.F.R. Part 661 – Buy America Requirements (See 60% Domestic Content for buses and other Rolling Stock).

23. LOBBYING:

23.1 The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- 23.1.1 Any federal, state, county or local agency, legislature, commission, council or board;
- 23.1.2 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
- 23.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

24. GENERAL WARRANTY:

CONTRACTOR warrants that it will perform all SERVICES required hereunder in accordance with the prevailing standard of care by exercising the skill and care normally required of individuals performing the same or similar SERVICES, under the same or similar circumstances, in the State of Nevada.

25. PROPER AUTHORITY:

The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any SERVICES performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective is performed at the sole risk of **CONTRACTOR**.

26. GOVERNING LAW / JURISDICTION:

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

27. ENTIRE CONTRACT AND MODIFICATION:

This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors. Conflicts in language between this Contract and any other agreement between **CITY** and **CONTRACTOR** on this same matter shall be construed consistent with the terms of this Contract. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

INDEPENDENT CONTRACTOR AGREEMENT
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28. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CITY

Executive Office
Purchasing and Contracts Department
201 North Carson Street, Suite 2
Carson City, Nevada 89701
Telephone: 775-283-7362
Fax: 775-887-2286
CAkers@carson.org

CITY'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: _____
Sheri Russell, Chief Financial Officer

By: _____
Deputy District Attorney

Dated _____

Dated _____

**CONTRACTOR will not be given authorization
to begin work until this Contract has been
signed by Purchasing and Contracts**

BY: Carol Akers
Purchasing & Contracts Administrator

Acct# 5700706 500309

By: _____

Dated _____

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Undersigned deposes and says under penalty of perjury: That he/she is **CONTRACTOR** or authorized agent of **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

CONTRACTOR

BY: Kevin Monaghan

TITLE: Employee Benefits Consultant and Principal Partner

FIRM: LP Insurance Services, Inc.

CARSON CITY BUSINESS LICENSE #: BL-002601-2020

Address: 300 East 2nd Street, #1300

City: Reno **State:** NV **Zip Code:** 89501

Telephone: 775-996-6016

E-mail Address: kevin.monaghan@lpins.net

(Signature of Contractor)

DATED

STATE OF _____)
County of _____)
ss)

Signed and sworn (or affirmed before me on this _____ day of _____ 20____

(Signature of Notary)

(Notary Stamp)

INDEPENDENT CONTRACTOR AGREEMENT
Contract No. 20300070
Title: Insurance Brokerage & Consulting Services
for Health Benefits Program

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of December 3, 2020 approved the acceptance of the attached Contract hereinbefore identified as **CONTRACT No. 20300070**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this Contract in accordance with the action taken.

CARSON CITY, NEVADA

BRAD BONKOWSKI,
ACTING MAYOR / MAYOR PRO TEMPORE

DATED this 3rd day of December 2020.

ATTEST:

AUBREY ROWLATT, CLERK-RECORDER

DATED this 3rd day of December 2020.



Employee Benefits Capabilities Overview

Presented to **Carson
City** by Kevin Monaghan,
PHR, SHRM-CP

LP Insurance Services, Inc.

300 E. 2nd Street, #1300 Reno, NV

89501

775-996-6016

kevin.monaghan@lpins.net

RFP 20300070 Carson City
Insurance Brokerage and
Consulting Services

EXHIBIT A



To whom it may concern,

We are grateful to have been Carson City's employee benefits broker and consultant for the past four years and we thank you for the opportunity to present to you an updated service proposal.

Looking back, we are proud of our achievements: two consecutive years with no medical rate increase; dental, vision, and life rates lower than they were when we became Carson City's broker four years ago; and the successful introduction of a well adopted health savings account medical plan option, to name a few.

But as proud as we might be of our past achievements, our focus is now on the future and efforts needed to ensure Carson City's benefits program remains financially stable, aggressively priced, and attractive to your employees and the insurance market.

Achieving these targets will require a capable and experienced consultant who is equipped with the requisite technical and underwriting resources, one who is an expert in our local healthcare environment, and one who understands the nuances of Nevada law and Nevada public employer health plans.

With dozens of public employer programs under our management across the state, over 30 experienced professionals, and offices in Reno, Elko, Las Vegas, and most recently, Carson City, LP remains Nevada's preeminent expert in the management of large employer and public agency benefit programs. As Nevada's largest independent agency and consulting firm, LP is uniquely positioned and equipped to assist in the management of Carson City's employee benefits.

As demonstrated in the following proposal, I am confident that we have assembled all of the resources required to meet and exceed your stated needs.

Sincerely,

Kevin Monaghan

Kevin Monaghan
Employee Benefits Consultant and Principal Partner
kevin.monaghan@lpins.net | 775.996.6016

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Section 6.2:

Background of LP

6.2.1 - 6.2.4



6.2.1

Who We Are

LP Insurance Services dug its roots into Northern Nevada in 2010 as an established yet growing, full service insurance agency and consulting firm. We specialize in employee benefits, property, casualty, surety, and workers' compensation, with an emphasis on risk management services.

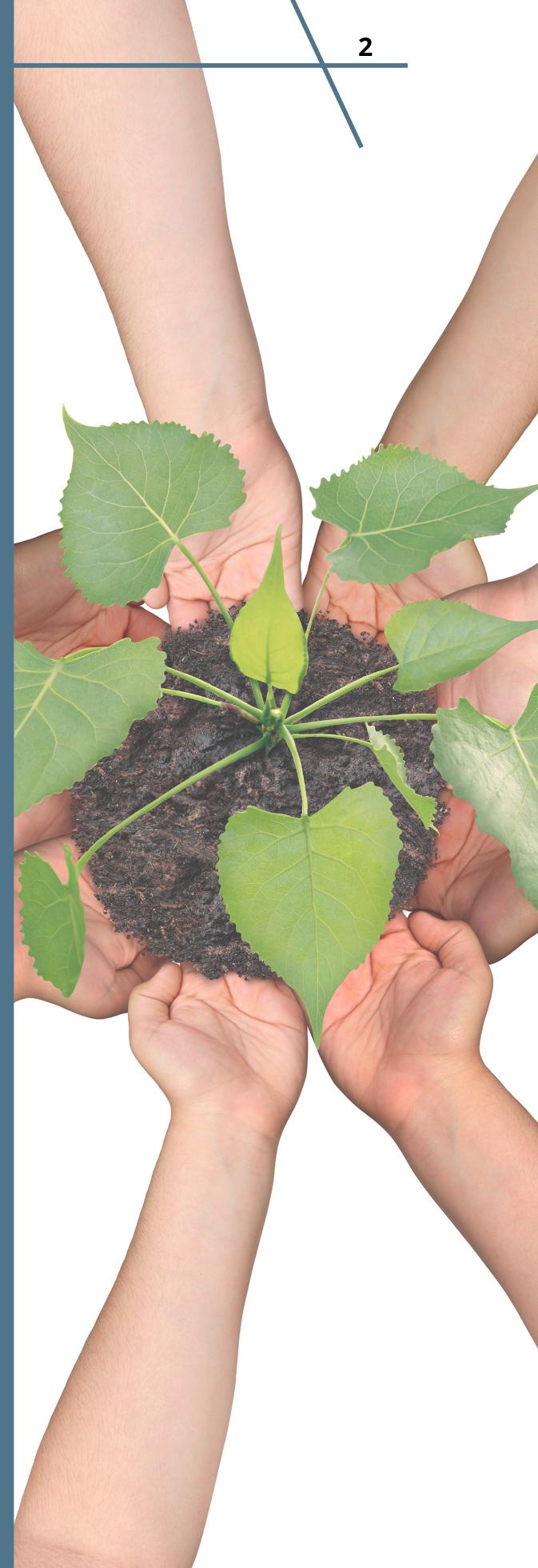
However, our history truly began in 1927 with Granata/Lucini Insurance and Real Estate in Reno which then became Lucini/Parish Insurance.

Lucini/Parish ultimately emerged as a leading regional brokerage, becoming one of the top 100 brokerages in the U.S.

During the 1980s, Mike Talbott and Nick Rossi joined Lucini/Parish Insurance. In 1998, John DeRicco joined Lucini/Parish and Nick Rossi became the majority stock holder.

In 2005 Lucini/Parish was bought by Greater Bay Bank Corp and in 2007 was again purchased by Wells Fargo, creating Wells Fargo Insurance Services of Nevada. In 2010, the founding shareholders, led by Nick Rossi, bought out of Wells Fargo to form LP Insurance Services, Inc.

We take immense pride in having our roots in Nevada and care deeply about not only providing unparalleled services to the organizations in our communities, but dedicating our support to being involved in those communities. Our annual giving benefits more than 100 entities throughout our footprint and our team member involvement includes hundreds of hours of support.



6.2.3

Actuarial Services

In 2014, LP Insurance Services brought John Malamphy onto its Employee Benefits team as an In-House Underwriter & Reports Manager. His prior experience includes several years of actuarial training and 20 plus years as the underwriting director for various national and regional group health insurance carriers.

The below services are included in our monthly fee:

- **Renewal Projections & Renewal Analysis**
 - Renewal projections, quarterly and upon request
 - Helpful for budgeting, planning and strategic activities
 - Ensures accuracy and fairness of current pricing and renewals
 - Useful in negotiations with carriers
- **Monthly Claim Reports**
 - This will be presented monthly, and broken out by employee and dependent populations, utilization category, and large cases
 - A trend analysis is included in each report, providing important insight into renewal expectations
- **Self-Funding Feasibility Analysis and Plan Management**
 - We will provide regular financial analysis and help Carson City to understand the feasibility, benefits, and risks of self-funding
 - If, at any point, a transition to self funding is made, we will calculate and monitor the proper establishment of rates and reserves, assist in large claim tracking, and model/project the cost impact of benefit changes being considered

6.2.4

Insurer Relations Disclaimer

LP Insurance Services is an independent brokerage and consulting firm appointed with and/or has the ability to work with all insurance carriers licensed in the State of Nevada.

Section 6.3:

Carson City's Dedicated Team

6.3.1 - 6.3.3



6.3.1 - 6.3.2

Your Dedicated Team



Kevin Monaghan, CPLHI, PHR, SHRM-CP

Lead Benefits Consultant | Reno, NV

775.996.6016 | kevin.monaghan@lpins.net

5% of his time dedicated to this contract

6.3.2 - With over a decade working with Northern Nevada public entities, Kevin has an intimate knowledge of the complexities facing public entities and their employee benefits programs. Kevin has been with LP Insurance Services since 2008. Prior to that he was at Renown Healthcare as an HR Generalist.

6.3.3 - Kevin is responsible for approximately 50 clients in both Nevada and California, varying in size from 10 to over 700 employees, with his larger clients being public entities.



Bridget Brundige, CPLHI

Account Executive | Reno, NV

775.221.8092 | bridget.brundige@lpins.net

10% of her time dedicated to this contract

6.3.2 - Bridget works closely with Kevin on all of his accounts with a particular focus on the public entities they service. This partnership has resulted in over 5 years developing a deep understanding of the administrative side of public entities as well as strong experience helping both employees and retirees navigate their benefits programs. Prior to LP, Bridget was with Davita, Inc. as a Patient Account Representative.

6.3.3 - Bridget is responsible for approximately 50 clients in both Nevada and California, varying in size from 10 to over 700 employees.

6.3.1 - 6.3.2

Your Dedicated Team



John Malamphy, CPLHI

Designated Underwriter | Reno, NV

775.336.0817 | john.malamphy@lpins.net

5% of his time dedicated to this contract

6.3.2 - Prior to joining LP in 2013, John served as the Director of Underwriting for Hometown Health (2008-2013) as well as Group Health Cooperative (2004-2008). He spends a great deal of time analyzing claims, assisting with renewal negotiation, and forecasting budget projections for both our fully insured and self-funded public entity clients.

6.3.3 - John performs underwriting and actuarial services for over 70 of LP's clients, both public and private entities with 100 to 4,000 employees.



Christine Routhier, CPLHI

Account Manager | Reno, NV

775.336.1980 | christine.routhier@lpins.net

10% of her time dedicated to this contract

6.3.2 - Christine is the Account Manager on Kevin's team who handles all of his public entity clients. She has an innate ability to problem solve both on the administrative side and claims side. She understands the financial complexities of public entities and has found great success resolving billing errors to the benefit of our clients. Her daily focus on servicing public entities allows her a specialized skill set to truly provide value to our public entity clients. Prior to joining LP in 2018, she was a representative at State Farm Insurance.

6.3.3 - She is responsible for 30 clients ranging from 50 employees to 700 and will be dedicating 10% of her time to this contract.

Section 6.4:

Compensation

6.4.1 - 6.4.2



6.4.1 - 6.4.2

Compensation

We are proposing a compensation arrangement based on a flat annual consulting fee of \$35,000, payable monthly, with all group insurance policies being placed "net of commissions" (no commissions included in premium).

As part of this monthly fee, Carson City and its employees would receive the full range of brokerage, consultative and support services offered by LP Insurance Services.

There would be no additional fees for any services offered or special projects undertaken by LP on Carson City's behalf.

Please see **Section 6.7.2** for an in detail outline of services, in addition to those already mentioned, that would be provided by LP Insurance Services to Carson City's administrative staff, employees, and other stakeholders.

Please see the brief overview of services below:

LP's Breadth of Services - Overview



**Broker
Services**



**Healthcare
Reform
Services**



**Technology
Solutions**



**Employee
Communications**



**Additional
Compliance
Support**

Section IV:

References

6.5.1



Section 6.6: Report Samples 6.6.2

6.6.2

Report Samples

The pages immediately following this section contain two sample copies of the informational and analytical reports we commonly provide. While other reports will be provided as requested (renewal projections, parallel renewal analysis, provider network comparisons, benchmarking analysis, self-funding feasibility and budget calculations), these are our most common and highly utilized reports.

The first document is a sample **annual market analysis**. This is the same type of analysis Carson City would receive annually during renewal negotiations. It details the results of LP's marketing efforts and the market's responses, while giving a clear indication of the budgetary and benefit change impacts.

The second document is a sample **monthly claims reports**. It would be presented and reviewed monthly, and coupled with additional reporting information provided by Carson City's respective insurance carriers.

The monthly claims reports provide insight into several key metrics:

1. **Plan performance since the beginning of the most recent plan year** - demonstrates the impact/effectiveness of any plan changes made during the renewal process
2. **Plan performance over the most recent 12 month period** - correlates highly with insurance carrier pricing and renewal actions
3. **Utilization by category** - helps identify cost drivers within the selected medical plans
4. **Large claims information** - helpful in understanding and monitoring high cost conditions within a population, and useful in renewal negotiation and marketing efforts



RENEWAL & MARKETING ANALYSIS

2020
Sample County
Document
SAMPLE



Section 1

Response to Bid Solicitation

Carriers Contacted	Bid Response
Medical Prominence Sierra Health & Life Health Plan of NV Anthem Cigna United Healthcare Hometown Health Aetna	Current & Options Presented Quote Received - Presented Quote Received - Presented Quote Received - Presented Declined to Quote Declined to Quote Declined to Quote Declined to Quote
Dental Standard Lincoln Humana Guardian MetLife Best Life Assurant Dearborn National Delta Dental Premier Access Anthem Principal Sun Life Aetna Ameritas Reliance Standard Cigna	Current Presented Quote Received - Presented Quote Received - Presented Quote Received - Not Presented Quote Received - Not Presented Not Competitive Not Competitive Not Competitive Not Competitive Not Competitive Not Competitive Declined to Quote Declined to Quote Declined to Quote Declined to Quote Declined to Quote Declined to Quote

Carriers Contacted Bid Response

Vision

Vision Service Plan (VSP)
Humana
Superior Vision
Ameritas
Guardian
Medical Eye Services (MES)

Current Presented
Quote Received - Presented
Quote Received - Presented
Not Competitive
Not Competitive
Not Competitive

Life & AD&D

Standard
Lincoln
Humana
Aetna
Mutual of Omaha
Cigna
Guardian
Sun Life
Assurant
MetLife
Unum
Best Life
Anthem
Hartford

Current & Retiree Option Presented
Quote Received - Presented
Quote Received - Presented
Not Competitive
Not Competitive

Section 1

Sample County | Medical - Prominence Option 1

Category	Current & Renewal	Prominence Option #1			
		From Insurance (HO \$1500)	Prominence PDS \$1500	Prominence HMO Beyond 4% PDS Core 12	Prominence HMO Beyond 4% PDS Core 12
Network					
Individual Calendar Year Reducible	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Family Calendar Year Reducible	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
Individual Cal. 4 Year Old	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Family Cal. 4 Year Old	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Primary Physician / PPO	\$40	\$40	\$40	\$40	\$40
Specialist Physician / PPO	\$60	\$60	\$60	\$60	\$60
Emergency Room	\$150	\$150	\$150	\$150	\$150
Urgent Care Center	\$50	\$50	\$50	\$50	\$50
Lab / X-Ray / Non-Hcfa	\$0	\$0	\$0	\$0	\$0
MRI / PET / CT Scans (Non-Hcfa)	\$100	\$100	\$100	\$100	\$100
Outpatient Surgery	\$500	\$500	\$500	\$500	\$500
Inpatient Hospitalization	\$200 (d)	\$200 (d)	\$200 (d)	\$200 (d)	\$200 (d)
In-Network Prescription Benefit:					
Tier I	\$15	\$15	\$15	\$15	\$15
Tier II	\$40	\$40	\$40	\$40	\$40
Tier III	\$60	\$60	\$60	\$60	\$60
Family:					
Employee + Spouse	73	73	73	73	73
Employee + Spouse + Children	96	96	96	96	96
Family - REINFORCED WITH MEDICARE	113	113	113	113	113
Retiree w/ Medicare (A&B)	21	9,956	\$4,773	20	\$4,218
Retiree + Spouse, both w/ Medicare (A&B)	3	98	75	3	59,938
Retiree + Spouse, one w/ Medicare (A&B)	3	\$98,456	\$4,666,62	3	\$98,444
Retiree + Child (ren), w/ Medicare (A&B)	0	\$1,030,014	\$1,165	0	\$1,116,74
Retiree + Family, both w/ Medicare (A&B)	0	\$1,030,014	\$1,165	0	\$1,116,74
Retiree + Family, one w/ Medicare (A&B)	1	\$1,030,014	\$1,165	0	\$1,116,74
TO TOT: 603					
Monthly Premium					
Annual Premium	\$6,555,649	\$6,555,649	\$6,555,649	\$6,555,649	\$6,555,649
5 over / (under) current					
% over / (under) current					
TOTAL BOTH PLANS COMMITTED					
Monthly Premium	\$6,697,91	\$6,697,91	\$6,697,91	\$6,697,91	\$6,697,91
Annual Premium	\$7,779,487	\$7,779,487	\$7,779,487	\$7,779,487	\$7,779,487
5 over / (under) current					
% over / (under) current					

Section 1

Sample County | Medical - Prominence Option 2

Carrier	PROMINENCE OPTION #2					
	Prominence HMO			Prominence HMO Beyond #		
Net Work	HMO	HMO	HMO	HMO	HMO	HMO
Individual Calendar Year Deductible	\$1,500	\$4,500	\$11,30	\$1,500	\$4,500	\$1,500
Individual Calendar Year Deductible	\$5,500	\$14,00	\$6,30	\$5,400	\$17,00	\$5,100
Individual Calendar Year Deductible	\$6,000	\$12,000	\$11,700	\$6,000	\$10,000	\$6,350
Individual Calendar Year Deductible	\$12,000	\$30	\$40	0% (d)	\$30	\$25
Individual Calendar Year Deductible	\$40	\$30	\$40	50% (d)	\$40	\$40
Individual Calendar Year Deductible	\$80	\$50	\$60	50% (d)	\$60	\$50
Individual Calendar Year Deductible	\$150	\$150	\$150	0% (d)	\$150	\$150
Emergency Room	\$50	\$50	\$50	0% (d)	\$50	\$50
Urgent Care Center	\$50	\$50	\$50	0% (d)	\$50	\$50
Lab, X-Ray, (Non-Hosp)	\$0	\$0	\$0	50% (d)	\$0	\$0
MRI, PET, CT Scans (Non-Hosp)	\$100	\$100	\$100	50% (d)	\$100	\$100
Outpatient Surgery	\$100	\$100	\$100	50% (d)	\$100	\$100
Inpatient Hospitalization	\$1,500 (d)	\$1,000 (d)	\$1,000 (d)	50% (d)	\$1,000 (d)	\$650 (d)
In Network Prescription Benefit:						
Tier 1	\$15	\$15	\$15	0% (d)	\$15	\$15
Tier 1.1	\$40	\$40	\$40	0% (d)	\$40	\$40
Tier 1.1.1	\$60	\$60	\$60	0% (d)	\$60	\$60
Health:						
Employees	Current	Renewal	Renewal	Proposed	Proposed	Proposed
Employees - Spouse	\$15,121.51	\$15,121.51	\$15,121.51	\$15,121.51	\$15,121.51	\$15,121.51
Employees - Children	\$73	\$73	\$73	\$73	\$73	\$73
Family	\$96	\$96	\$96	\$96	\$96	\$96
RAATES - RETIRED WITH MEDICAL REE						
Retiree w/ Medicare (A&B)	21	\$3,995.56	\$4,647.73	\$3,995.56	\$2,229.1	\$1,073.48
Retiree w/ Spouse, both w/ Medicare (A&B)	3	\$9,457.5	\$1,500	\$9,457.5	\$84,44	\$89,44
Retiree w/ Spouse, one w/ Medicare (A&B)	3	\$9,984.46	\$1,000	\$9,984.46	\$11,172.11	\$11,172.11
Retiree w/ Children (w/ Medicare (A&B))	0	\$11,330.04	\$1,151.67	\$11,330.04	\$7,012.6	\$11,133.16
Retiree w/ Family, both w/ Medicare (A&B)	0	\$11,232.51	\$0	\$11,232.51	\$11,045.70	\$11,045.70
Retiree w/ Family, one w/ Medicare (A&B)	1	\$11,956.88	\$7,317.6	\$11,956.88	\$11,042.19	\$11,042.19
Monthly Premium	TOTAL:	\$5,987.900	\$6,127.272	\$108,651*	\$12,123.07	\$11,791.88
Annual Premium						
Over/(Under) current						
% over/(under) current						
TOTAL BOTH PLANS COMBINED						
Monthly Premium						
Annual Premium						
Over/(Under) current						
% over/(under) current						

Section 2

Sample County | Dental Options

Carrier	Standard	MetLife			SunLife Dental			Premier Access		
		PPO	ODN	MetLife	PPO	ODN	MetLife	PPO	ODN	Premier Access
Reinsurance										
Individual Calendar Year Deductible	\$50	\$50	\$0	\$50	\$50	\$50	\$25	\$50	\$50	
Family Calendar Year Deductible	\$150	\$150	\$150	\$150	\$150	\$150	\$75	\$150	\$150	
Coverage:										
Preventive	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Basic	20% (d)	20% (d)	20% (d)	20% (d)	20% (d)	20% (d)	10% (d)	20% (d)	20% (d)	
Major	45% (d)	45% (d)	45% (d)	45% (d)	45% (d)	45% (d)	35% (d)	45% (d)	45% (d)	
Orthodontia (1d only)	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Cleaning Frequency:										
Composite Fillings	Once Every 6 mos	Once Every 6 mos	Once Every 6 mos	Once Every 6 mos	Once Every 6 mos	Once Every 6 mos	Every 12 Mo.	Every 12 Mo.	Every 12 Mo.	
Crowns	America. Only	Major	Major	Major	Major	Major	Major	Major	Major	
Endo and Perio		Basic	Basic	Basic	Basic	Basic	Basic	Basic	Basic	
Oral Surgery		Basic	Basic	Basic	Basic	Basic	Basic	Basic	Basic	
Implants		Major	Major	Major	Major	Major	Major	Major	Major	
Calendar Year Maximum	\$2,000				\$2,250		\$2,000		\$2,000	
Orthodontia Lifetime Maximum	\$1,50				\$1,500		\$1,500		\$1,500	
Missing Tooth Provision	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Roll-Over Benefits	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Waiting Periods (from any applicants):										
Basic	None	None	None	None	None	None	None	None	None	
Major	None	None	None	None	None	None	None	None	None	
Rates:										
Employee Only	372	\$483.1	\$53.20	\$483.1	\$53.20	\$483.1	\$47.40	\$47.79	\$47.79	
Employee + Spouse	103	\$68.65	\$74.22	\$68.65	\$74.22	\$68.65	\$66.66	\$67.21	\$67.21	
Employee + Child(ren)	104	\$86.81	\$94.62	\$86.81	\$94.62	\$86.81	\$83.54	\$84.29	\$84.98	
Family	129	\$106.65	\$116.24	\$106.65	\$116.24	\$106.65	\$102.3	\$104.41	\$104.41	
Monthly Premium	TOTAL: 708	\$48,014	\$52,332	\$46,204	\$46,623	\$46,204	\$46,623	\$47,007	\$47,007	
Annual Premium	\$576,172	\$6,277,988	\$5,544,453	\$5,544,453	\$5,544,453	\$5,544,453	\$5,544,453	\$564,083	\$564,083	
Over/(Under) current	-	\$51,815	\$21,719	-\$1,998	-\$1,998	-\$1,998	-\$1,998	-\$12,084	-\$12,084	
% over/(under) current	-	8.99%	3.77%	-90%	-90%	-90%	-90%	-21.00%	-21.00%	
Rate Guarantee		12 months	12 months	12 months						

Section 3**Sample County | Vision Options**

Carrier	EyeMed	Aetna	Aetna	Ameritas
Network	PPO	PPO	PPO	PPO
Frequency:	Every 12 months	Every 12 months	Every 12 months	Every 12 months
Lenses	Every 12 months	Every 12 months	Every 12 months	Every 12 months
Frames	Every 24 months	Every 12 months	Every 12 months	Every 12 months
Schedule of Benefits:				
Vision Exam	\$20 copay	\$40 allowance	100%	Up to \$35
Single Vision Lenses	\$25 copay	\$30 allowance	100%	Up to \$25
Bifocal Lenses	\$25 copay	\$50 allowance	100%	Up to \$40
Trifocal Lenses	\$25 copay	\$70 allowance	100%	Up to \$55
Frames	\$140 allowance	\$98 allowance	Up to \$130	Up to \$45
Contact Lenses - Elective	\$140 allowance	\$140 allowance	Up to \$130	Up to \$80
Rates:			Proposed	Proposed
Employee	370	\$3,875	\$10,000	\$10,000
Employee + Spouse	99	\$7,33	\$11,000	\$1,00
Employee + Children	101	\$7,71	\$12,000	\$12,00
Family	134	\$11,54	\$13,000	\$13,00
TOTAL:	704			
Monthly Premium		\$4,448	\$7,743	
Annual Premium		\$53,381	\$92,916	\$92,916
\$ above/(below) current			\$39,535	\$39,535
% above/(below) current			74.0%	74.06%
Rate Guarantee			24 months	24 months
			Renews 7/1/2021	

Section 3

Sample County | Life & AD&D Options

Carrier	Standard	AIG	Anthem
Eligibility	Active and Retired Employees	Active, Full-Time	Active, Full-Time
Benefit Amount:			
Class 1: Unclassified & Elect	\$35,000		
Class 2: Sheriff Personnel	\$50,000		
Class 3: Active Fire Member	\$50,000		
Class 4: All Other Active Mem	\$20,000		
Class 5: Retirees	\$10,000		
Class 6: Surviving Spouses	\$5,000, No AD&D		
Dependents, Class 1-5:			
Spouse	\$500	\$50,000	\$50,000
Child	\$500		
Plan Features:			
Accelerated Death Benefit	80%	75%	80%
Portability	Included	Included	Included
Waiver of Premium	Included	Included	Included
Travel Assistance	Included	Not Included	Not Included
Benefit Reduces To:			
at age 65	None	75%	75%
at age 70	65%	50%	50%
at age 75	65%		
Rates:	Current	Proposed	Proposed
Volume	\$19,096,000	\$19,096,000	\$19,096,000
Life/AD&D per \$1,000	\$0.300	\$0.100	\$0.100
Dep Life per Unit	\$0.300	\$0.100	\$0.100
Est. Monthly Premium	\$5,729	\$1,910	\$1,910
Est. Annual Premium	\$68,746	\$22,915	\$22,915
\$ over/(under) current	-	-\$45,830	-\$45,830
% over/(under) current	-	-66.67%	-66.67%
Rate Guarantee	7/1/2019	24 months	24 months

Section 6.7:

Additional Information

6.7.2



6.7

Additional Information

In the following pages, we go into detail on the breadth of services that we provide as well as a timeline of services followed by the report samples.



Broker
Services

Claims tracking/Rate projections

- Monthly Claims Reporting
 - Broken out by employee, dependent, utilization category, and size
 - Monthly and quarterly aggregate medical loss ratio reporting

Rate projection & renewal analysis

- Provided prior to issuance of renewal and upon request
- Helpful for preliminary budgeting activity and efforts
- Ensures accuracy and fairness of renewals

Bid Solicitation Activities

- Assemble bid specifications, prepare and release formal RFPs at your request
- Identify qualified bidders
- Manage bidder queries
- Analyze and condense proposals into market analysis presentation
- Present findings based on the partial list of following characteristics:
 - Cost (including evaluation of alternative funding mechanisms)
 - Best adherence to Carson City's overall objectives
 - Network access (for medical, dental, and vision benefit plans)
 - Demonstrated service levels, including claim and other related service performance guarantees

Negotiation

- Evaluate carriers' renewal requests and supporting documentation
- Negotiate and secure the most competitive renewal rates and performance guarantees

LP Insurance Services, Inc.



Employee Communications

Enrollment & Billing

- Dedicated enrollment support and advisement for Carson City's administrative staff, employees, and retirees
- Billing support and self-bill assistance for administrative staff
- Advisement and proactive communication around enrollment opportunities available to active and retiree populations
- Regular and/or as needed meetings with administrative staff to resolve or streamline any issues, answer questions and/or improve processes

Aggressive Claims Resolution

- Our clients, their employees and their retirees rely on us to bring timely, meaningful, and fair resolution to all of their claims problems
- We stand ready to assist with any and all of the issues relating to uncertain or questionable claims adjudication
- When these types of issues occur, they are given top priority until they are completely and fairly resolved

Communication, including Open Enrollment

- Drafting, printing and presentation of customized communication materials, brochures, and letters. These include coverage and contribution exhibits and communications for explaining important changes or other desired messages
- Prepare presentation materials and conduct meetings at desired locations or mediums
- Share items of interest for Carson City's internal communications, i.e. newsletter articles, relevant regulatory and legislative updates

Stakeholder Advisement and Facilitation

- Toll free phone number with guaranteed access to Carson City's LP service team available during regular business hours
 - Benefit education
 - Important timelines
 - Identification of contracted providers
 - Claims and service support



**Technology
Solutions**

Benefit brokerage services and HR technology solutions are increasingly becoming a part of the same conversation for employers. LP has adapted to this changing landscape by offering our clients an array of choices in determining how they leverage our expertise and resources in this area.

Consultative Services

LP will assist Carson City in evaluating multiple HRIS/payroll systems. Our focus would be concentrated in two areas:

1. Providing feedback on the suitability of each vendor's variable hour employee tracking, 6056 reporting, and other compliance capabilities
2. Evaluation of electronic benefits enrollment capabilities and ability to work with Carson City's insurance carriers

Employee Navigator

If desired, we will provide, at no charge, our HR and benefits enrollment software platform, Employee Navigator. We will also provide initial setup and training for Carson City staff and employees. Employee Navigator performs the following functions electronically:

1. Online, electronic benefits enrollment
2. HR records management
3. Employee on-boarding
4. ACA compliance platforms (variable hour tracking, 6056 reporting)



Healthcare
Reform
Services

ACA's employer penalty rules and related reporting requirements are complex and difficult to navigate. LP Insurance Services will bring on-going clarity and risk protection by providing the following services and tools:

Education

- We will provide regular, in person, employer education addressing legislative details and their impact on Carson City stakeholders, in depth explanations of law's various provisions, and regular updates as new guidance is issued
- We will supply and require notices and disclosures, including model notices and other resources issued by government entities as new guidance is issued
- When appropriate, we will provide relevant employee communications, such as how the changes in the law's provision will affect them and their benefits

Tools and Support

- LP will provide and assist in the completion of an annual "Healthcare Reform Checklist." We will outline a plan of action to Carson City to address any areas of concern and/or non-compliance
- We will provide our electronic "Section 6056 (1094-C/1095-C) Reporting Workbook" and guide you through each step of the reporting process, helping you track and store the information needed to ensure compliance and timely production/submission of completed forms by the required deadlines
- Our "Full-Time Employee Tracker" software will be provided to assist Carson City in simplifying the process of determining and documenting which variable hour employees are full time and eligible for health coverage. We will assist in setting the appropriate tracking timelines and parameters and perform regular audits to help monitor compliance
- A "Cadillac Tax" calculation will be performed, along with in person assistance, to help you identify, evaluate, and plan for expected liability.



**Additional
Compliance
Support**

LP Compliance Resources

- Extensive expertise in guiding and helping Nevada public employers comply with the complex legal and regulatory environment in which they operate:
 - NRS
 - NAC
 - Federal
- Compliance attorney available for any relevant benefit issues and client needs
- Ongoing communication of legislative and regulatory issues and requirements, as well as regular tracking and communication of relevant Nevada bills and BDRs during legislative sessions
- HR consulting service available through the HR Connection software
- Provided tailored documentation for all annually required notices:
 - HIPAA, Medicare Part D, Women's Children and Cancer, ERISA, GINA, COBRA, etc.

Timeline of Services

	<p>December 2020 - January, 2021 Request premium and claims data from carriers and prepare renewal projection upon receipt of information</p>
<p>November, 2020 Address all immediate administrative, claim and service issues</p>	<p>January - February, 2021 Negotiate renewal level and review responses from RFP process for accuracy</p>
<p>November, 2020 Selection of LP Insurance Services as your benefits consultant</p>	<p>January, 2021 Prepare & send RFP to carriers and vendors based on results for strategy meeting</p>
<p>December, 2020 Conduct strategy meeting with Management and/or Insurance Committee to determine benefit philosophy, funding and alternatives</p>	<p>February, 2021 Report to Management and/or Insurance Committee regarding responses to RFP & make recommendations</p>

Timeline of Services

March. 2021
Finalize renewal process with existing carriers/vendors and/or secure new carriers

April - May, 2021
Prepare and facilitate open enrollment

June, 2021
Meet with management and staff to discuss and address any areas of improvement from the Open Enrollment process

March - April, 2021
Obtain and review insurance contracts for accuracy, then draft open enrollment communication material and review with management

Ongoing Monthly Tasks:

- Provide and review monthly claims/utilization reports
- Attend regular client and employee meetings
- Regular and ongoing project efforts as directed by management: wellness, risk management, compliance, etc. - TBD by management

Section 6.8: Stated Exceptions

6.8.1



20 DISCLOSURE OF PRINCIPALS STATEMENT:

(Please print or type)

LP Insurance Services	775-996-6016
COMPANY NAME	TELEPHONE # WITH AREA CODE
300 E 2nd St, #1300	kevin.monaghan@lpins.net
STREET ADDRESS	EMAIL ADDRESS
Reno, NV 89501	27-30542338
CITY, STATE AND ZIP CODE	FEDERAL TAX I.D. NUMBER
NAMES OF OFFICERS OR OWNERS OF CONCERN, PARTNERSHIP, FIRM	
Nick Rossi	President
NAME	OFFICIAL CAPACITY
STREET ADDRESS	CITY, STATE AND ZIP CODE
Joe Wyatt	Chief Operating Officer
NAME	OFFICIAL CAPACITY
STREET ADDRESS	CITY, STATE AND ZIP CODE
Kevin Monaghan	Partner, Benefits
NAME	OFFICIAL CAPACITY
STREET ADDRESS	CITY, STATE AND ZIP CODE
Lloyd Barnes	Partner, Benefits
NAME	OFFICIAL CAPACITY
STREET ADDRESS	CITY, STATE AND ZIP CODE

IF FURTHER SPACE IS REQUIRED, PLEASE ATTACH ADDITIONAL SHEET(S)

20 DISCLOSURE OF PRINCIPALS STATEMENT:

(Please print or type)

COMPANY NAME

TELEPHONE # WITH AREA CODE

STREET ADDRESS

EMAIL ADDRESS

CITY, STATE AND ZIP CODE

FEDERAL TAX I.D. NUMBER

NAMES OF OFFICERS OR OWNERS OF CONCERN, PARTNERSHIP, FIRM

Trinity Steelman

Partner, Benefits

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

Tim Holland

Partner, Benefits

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

Vince Barrett

Partner, Benefits

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

John Malamphy

Partner, Benefits

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

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STREET ADDRESS

EMAIL ADDRESS

CITY, STATE AND ZIP CODE

FEDERAL TAX I.D. NUMBER

NAMES OF OFFICERS OR OWNERS OF CONCERN, PARTNERSHIP, FIRM

Mike Talbott

Partner, Commercial

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

Rich Bullard

Partner, Commercial

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

John DeRicco

Partner, Commercial

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

Jared Banes

Partner, Commercial

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

IF FURTHER SPACE IS REQUIRED, PLEASE ATTACH ADDITIONAL SHEET(S)

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EMAIL ADDRESS

CITY, STATE AND ZIP CODE

FEDERAL TAX I.D. NUMBER

NAMES OF OFFICERS OR OWNERS OF CONCERN, PARTNERSHIP, FIRM

Randy House

Partner, Commercial

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

Tina Perchetti

Partner, Commercial

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

Greg Pike

Partner, Commercial

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

John Bolce

Partner, Commercial

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

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(Please print or type)

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TELEPHONE # WITH AREA CODE

STREET ADDRESS

EMAIL ADDRESS

CITY, STATE AND ZIP CODE

FEDERAL TAX I.D. NUMBER

NAMES OF OFFICERS OR OWNERS OF CONCERN, PARTNERSHIP, FIRM

Jean Ann Morris

Partner, Healthcare

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

Joe Kulikowski

Partner, Healthcare

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

Joey Kreutzian

Partner, Personal

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

Lindsay Minor

Marketing/Communications

NAME

OFFICIAL CAPACITY

STREET ADDRESS

CITY, STATE AND ZIP CODE

IF FURTHER SPACE IS REQUIRED, PLEASE ATTACH ADDITIONAL SHEET(S)

21 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:

The prospective proposer, LP Insurance Services certifies to the best of its knowledge and belief that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Kevin Monaghan, Partner & Employee Benefits Consultant

Typed Name & Title of Authorized Representative

Kevin Monaghan

9/25/2020

Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Signature _____ Date _____

END OF DOCUMENT