

CLEVELAND PUBLIC LIBRARY

Board Meeting

December 19, 2019

**RESOLUTION AUTHORIZING AGREEMENT WITH TAYLOR OSWALD LLC FOR
BENEFITS CONSULTING SERVICES**

WHEREAS, The Library's agreement with its current health care benefits consultant, Gallagher Benefits Services Inc., will expire on December 31, 2019; and

WHEREAS, The Library sought proposals for health care benefits consulting services from five vendors and received responses from Gallagher Benefits Services, Taylor Oswald, US Insurance Services, and Fedeli Group; and

WHEREAS, Of the four firms that responded to the Library's request for proposals, Taylor Oswald LLC proposed the lowest monthly fee of \$6.00 per employee per month for each employee enrolled in the medical plan, and also proposed contributing up to \$70,000 per year in overrides to offset the cost of the Library's wellness incentive program. Taylor Oswald is a minority owned business; and

WHEREAS, At the rate of \$6.00 per employee per month and with 452 employees currently enrolled in the medical plan, the Library estimates that the total cost of Taylor Oswald's services will be \$32,544 per year; and

WHEREAS, The Library Administration desires to enter into an agreement with Taylor Oswald for a one-year term beginning on January 1, 2020 and expiring on December 31, 2020, with the option to renew the agreement under the same terms for two successive terms of one year each; now therefore be it

RESOLVED, That the Executive Director, CEO, or his designee, is hereby authorized to enter into an agreement with Taylor Oswald LLC, subject to the approval of the Chief Legal Officer, for benefits consulting services for a period of one year through December 31, 2020 and to renew the agreement under the same terms for two successive terms of one year each, at a not to exceed \$34,000 per year to be expended from General Fund No. 11510053-53710 (Professional Services).

EMPLOYEE BENEFIT CONSULTING & BROKERAGE SERVICES AGREEMENT

This Services Agreement and attached Appendices (this "Agreement") is entered into as of January 1, 2020 ("Effective Date") by and between Taylor Oswald LLC ("Taylor Oswald") and Cleveland Public Library ("Client") (Taylor Oswald and Client individually may also be referred to herein as a "Party," and collectively as the "Parties").

WHEREAS, the Parties wish to set forth the terms and conditions under which Taylor Oswald shall provide Client with the services set forth in Appendix A ("Services").

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, and for other good and valuable consideration, the adequacy and receipt of which the Parties hereby acknowledge, the Parties agree as follows:

Section 1 Authority and Services

- 1.1 Subject to all other terms and conditions of this Agreement, Taylor Oswald shall provide the Services identified in Appendix A.
- 1.2 Taylor Oswald assumes no responsibility for the adequacy, accuracy or effectiveness of any services by its predecessors (providing services similar to those set forth in Appendix A), or any acts or omissions occurring prior to Taylor Oswald's engagement.
- 1.3 In providing the Services herein, Taylor Oswald may select certain necessary third parties to provide, support and enhance the Services. Taylor Oswald may select, retain, dismiss and replace any such third parties, as needed, in delivering Services to Client. Taylor Oswald will be responsible for the acts and omissions of the third parties it engages with respect to services provided to the Client, each of which will be bound by Taylor Oswald's obligations under this Agreement.
- 1.4 Changes to the scope of services provided herein, whether by addition, substitution or otherwise shall only be considered valid if acknowledged in writing by both Parties. Taylor Oswald shall not be obligated to accept any additions to the services unless Client agrees to (a) pay sums reasonably specified by Taylor Oswald and (b) extend an additional time period for completion, if necessary. Once reasonable additional sums and reasonable time period for completion, if any, are specified by Taylor Oswald, the parties shall amend Appendix A and Appendix B to this Agreement, in writing, accordingly.
- 1.5 In Taylor Oswald's capacity as employee benefits professionals, communications to Client shall not be construed as legal or tax advice. Taylor Oswald encourages Client to seek any such advice from competent legal counsel or tax professionals.
- 1.6 Taylor Oswald will perform its duties, responsibilities, and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker with equivalent experience currently practicing in a like capacity in Northeast Ohio would use.

Section 2 Responsibilities

- 2.1 The Services provided by Taylor Oswald rely in significant part on the facts, information, and direction provided by Client or Client's authorized representatives. Accordingly, Client agrees to provide Taylor

Oswald with complete and accurate information regarding loss experience, risk exposures, changes in the analysis or scope of risk exposures, and any other information reasonably required or requested by Taylor Oswald or insurers. Client is responsible to advise Taylor Oswald of any changes in business operations that may affect services or coverages. Therefore, all information which is material to Client's coverage requirements or which might influence insurers in their decision to accept Client's coverage, to finalize the terms of coverage and/or the cost of coverage or to pay a claim, must be disclosed. Failure to fully disclose such information may allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal of Client's existing coverage and upon placement of new lines of coverage.

- 2.2 Client shall be solely responsible for the accuracy, timeliness and completeness of information and other documents furnished to Taylor Oswald and/or third parties by Client. Taylor Oswald shall have no liability for errors, deficiencies or omissions that are based on or result from any inaccurate, delayed or incomplete data or information provided by Client to Taylor Oswald, unless Taylor Oswald discovers or has reason to suspect that data or information provided by Client is inaccurate or incomplete.
- 2.3 At the time of binding, Taylor Oswald will review the financial soundness of the insurers recommended to provide Client's coverages based on available information produced by well-recognized rating agencies. Upon request, Taylor Oswald will provide Client with analysis of such insurers. Taylor Oswald does not guarantee or warrant the solvency of any insurer or any intermediary used to place Client's coverage.
- 2.4 Client will make all final decisions relating to insurance coverages, risk management, and loss control needs. Taylor Oswald will procure the insurance coverage chosen by Client, including the limits Client elects. Taylor Oswald will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and Client's instructions. Taylor Oswald will advise Client of any errors in, or recommended changes to, such documents. Client agrees to also review all such documents and promptly advise Taylor Oswald of any questions related to any document or provision which Client believes may not be in accordance with Client's instructions. Client's coverage is defined by the terms and conditions detailed in Client's insurance policies and endorsements.
- 2.5 Taylor Oswald shall not operate as a fiduciary under ERISA. If one of more of the Client's employee benefit plans are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and, notwithstanding any other provision of this Agreement to the contrary, the parties agree and acknowledge that Taylor Oswald's Services under this Agreement are not intended in any way to impose on Taylor Oswald or its affiliates a fiduciary status under ERISA. This Agreement shall not provide Taylor Oswald any discretionary authority or control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA, authority or control respecting management or disposition of the assets of any ERISA plan, or discretionary authority or responsibility in the administration of any ERISA plan.

Section 3 Confidentiality

- 3.1 Client may provide Taylor Oswald with certain proprietary and confidential information ("Confidential Information") in connection with the Services provided by Taylor Oswald under this Agreement. Neither Taylor Oswald, nor any of its employees or agents, shall directly or indirectly disclose any Confidential Information to any third party on behalf of Client for any purpose except in furtherance of the Services as provided herein.

- 3.2 Taylor Oswald shall take all steps reasonably required to maintain the confidentiality of Confidential Information in Taylor Oswald's possession. The transmission of Confidential Information via electronic data transmission networks that provide for the security of users' data shall be deemed consistent with Taylor Oswald's obligations hereunder.
- 3.3 The restrictions and agreements set forth above shall not apply to any Confidential Information (i) which at the time disclosed to or obtained by Taylor Oswald is in the public domain; (ii) which becomes part of the public domain through no act, omission or fault of Taylor Oswald; (iii) which Taylor Oswald's records demonstrate was developed independently by Taylor Oswald or was received by Taylor Oswald from a third party which Taylor Oswald had no reason to believe had any confidentiality or fiduciary obligation to Client with respect to such information; or (iv) which is required to be disclosed by law, including, without limitation, pursuant to the terms of a subpoena or other similar document; provided, however, Taylor Oswald shall, , give prior timely notice of such disclosure to Client to permit Client to seek a protective order, and, absent the entry of such protective order, Taylor Oswald shall disclose only such Confidential Information that Taylor Oswald is advised by its counsel must be disclosed by law.
- 3.4 As between Client and Taylor Oswald, Confidential Information shall be the sole and exclusive property of Client. Upon Client's request, all documents and records in Taylor Oswald's possession containing Confidential Information shall be destroyed or returned to Client; provided, however, that Taylor Oswald may retain copies of documents that may contain confidential information which are necessary for the conduct and proper record keeping of Taylor Oswald's business in accordance with document retention policies implemented in the ordinary course of business or applicable law, provided Taylor Oswald provides Client with notice of the documents and confidential information it retains.
- 3.5 If Client or any of Client's sponsored benefit plans need to enter into business associate agreements with Taylor Oswald or its third party vendors to satisfy the requirements of the Health Insurance Portability and Accountability Act, ("HIPAA") the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, Client agrees to cooperate with Taylor Oswald, and when applicable its third party vendors, to execute agreements in compliance with these requirements. Taylor Oswald will comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them pursuant to HIPAA and its implementing regulation concerning privacy of individually identifiable health information.
- 3.6 Taylor Oswald's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client.

Section 4 Compensation

- 4.1 Taylor Oswald shall be compensated for providing the Services to Client as set forth in Appendix B. Appendix B outlines all commissions and fees related to this Agreement and shall only be amended by written agreement of the Parties.
- 4.2 If there is a material change in Client's operations or exposures that affects the nature and scope of its service needs, Taylor Oswald and Client both agree to make a good faith effort to renegotiate Taylor Oswald's compensation, as may be appropriate in the discretion of the Parties.

- 4.3 Commissions paid to Taylor Oswald for coverages identified in Appendix B, as well as any voluntary products or products that are 100% employee paid shall be paid by the insurance carrier. Commissions compensate Taylor Oswald for the placement and routine servicing of insurance policies. Taylor Oswald represents that it is not affiliated with any insurance carriers whose contract may be recommended and the insurance carrier does not directly or indirectly have the power to exercise a controlling influence over the management, decisions, or policies of Taylor Oswald.
- 4.4 Client paid fees identified in Appendix B of this Agreement are due within 30 days of receipt of Taylor Oswald's invoice. Taylor Oswald may consider Client in breach of this Agreement in the event that complete payment of outstanding fees is not received within a subsequent 30-day grace period. Fees outlined in Appendix B of this Agreement are subject to the above payment provisions regardless of contract year or invoice date unless otherwise agreed to in writing by both Parties.
- 4.5 Commission schedules and other compensation arrangements related to Taylor Oswald's services on Client's behalf may change over time and may not always be congruent with Client's specific policy period. Taylor Oswald will provide Client with accurate and transparent information regarding compensation as those commission schedules and compensation arrangements change.
- 4.6 The compensation paid to Taylor Oswald may vary based on the insurance contract sold. Depending on the insurer and insurance contract Client selects, compensation may be paid by the insurer selling the insurance contract or by another third party, except as otherwise provided in the following paragraph. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer Client selects and will be in addition to the Fee as defined in Appendix B. In some cases, other factors such as the volume of business Taylor Oswald provides to the insurer or the profitability of insurance contracts Taylor Oswald provides to the insurer also may affect compensation. Taylor Oswald may accept this compensation in locations where it is legally permissible and meets standards and controls to address conflicts of interest. Because insurers account for contingent payments when developing general pricing, the price Client pays is not affected whether Taylor Oswald accepts contingent payments or not. If Client prefers that Taylor Oswald not accept contingent compensation related to Client's policy and communicates this to Taylor Oswald in writing, Taylor Oswald will request that Client's insurer(s) exclude Client's business from their contingent payment calculations.

Taylor Oswald agrees to finance Wellness services obtained by Client from a third party out of contingent compensation or commissions paid by Client's insurer or third parties as described in the above paragraph in an amount up to and including \$70,000. . Taylor Oswald agrees to provide Client with an annual accounting of contingent compensation and commissions received from Client's insurance company or third parties.

If requested by Client, Taylor Oswald will make payments on behalf of the Client directly to the Wellness services provider of all uncontested and properly documented fees associated with the Wellness services as outlined in the contract between the Client and the Wellness services provider. In the event Taylor Oswald fails to pay fees to the Wellness services provider in a timely manner, Client may offset fees due Taylor Oswald under this Agreement and pay the Wellness services provider directly.

In the event Taylor Oswald terminates this Agreement for reason other than Client's breach prior to the date Client's contract with the Wellness services provider expires or terminates, Taylor Oswald shall be

responsible to Client for fees due under its contract with the Wellness services provider up through the termination date. This provision shall survive the termination of this Agreement.

- 4.7 Upon written request, Taylor Oswald will provide Client with additional information about the compensation Taylor Oswald expects to receive based in whole or in part on Client's purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to Client.
- 4.8 Client may use a third-party administrator, utilization review firm or other similar service provider in connection with the insurance coverages or the Services provided by Taylor Oswald. If Client elects to use a service provider from which Taylor Oswald or its affiliates receive any compensation directly or indirectly relating to the services Client purchase from the provider, upon request Taylor Oswald will disclose additional information regarding that compensation to Client before Client makes a final decision to use the service provider.
- 4.9 Taylor Oswald reserves the right to pass through to Client any mutually agreed reasonable costs related to technology platforms, mobile applications or other services not expressly included within the scope detailed in Appendix A.

Section 5 Term and Termination

- 5.1 The term of this Agreement shall commence on the Effective Date and shall continue for one (1) year thereafter ("Initial Contract Term"). The Initial Contract Term will be extended for two additional consecutive twelve (12) month periods from the end of the Initial Contract Term (each a "Renewal Term" and together with the Initial Contract Term, the "Contract Term") upon the same terms and conditions if the Parties agree to a Renewal Term as memorialized through a written amendment at least sixty (60) days prior to the expiration of the current term. Taylor Oswald agrees to honor Broker of Record notifications upon assignment; however, Client acknowledges that the annual fees set forth on Appendix B shall remain due and payable by Client to Taylor Oswald for the remainder of the existing Contract Term regardless of any Broker of Record notifications, unless the Contract is terminated earlier due to Taylor Oswald's breach.
- 5.2 Notwithstanding the foregoing, this Agreement may also be terminated by a Party if the other Party breaches this Agreement and such breach continues for more than ten business (10) days after written notice of such breach has been given in accordance with Section 7.11 below.
- 5.3 Taylor Oswald's obligation to render the Services under this Agreement ceases at the end of the Contract Term or upon termination of the Agreement, whichever is sooner. Upon termination of this Agreement, fees and/or compensation owed to Taylor Oswald shall be paid in accordance with the terms of Appendix B. Taylor Oswald will use commercially reasonable efforts to assist Client in arranging a transition process, subject to receipt by Taylor Oswald of all amounts due Taylor Oswald from Client as of the date of termination of this Agreement. Notwithstanding the foregoing, and except as may otherwise be required by law, Taylor Oswald shall not be obligated to disclose any document, data or information (including, without limitation, Work Product) that it determines could be used, alone or in combination with other documents, data or information, to identify or obtain any or all of Taylor Oswald's or its subcontractors' intellectual property or proprietary and confidential documents, data, information, analyses, processes and techniques.

Section 6 Indemnification and Limitation of Liability

- 6.1 Subject to the limitations in Sections 6.2, and 6.3 below, Taylor Oswald shall indemnify and hold Client, its affiliated and subsidiary corporations, as well as officers, directors, employees and agents harmless for any and all losses, obligations, liabilities, damages, judgments, or any other deficiencies or expenses, including reasonable attorneys' fees and expenses, that are issued against, imposed upon, incurred by, or suffered by Client that are caused by any act, error, omission, negligence, or breach by Taylor Oswald under this Agreement, regardless of how the claim(s) or cause(s) of action may be styled.
- 6.2 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR LOST PROFITS OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.
- 6.3 Client shall provide written notice to Taylor Oswald within ten (10) business days of receiving service of any lawsuit or within thirty (30) days of receiving any claim demand, or allegation that could trigger Taylor Oswald's indemnification obligations under this Section 6. Taylor Oswald shall not have any indemnification obligations with respect to any losses, obligations, liabilities, damages, judgments, or any other deficiencies or expenses incurred or suffered by Client if Client fails to provide written notice in accordance with this Section 6, except that any failure to provide such notice shall only relieve Taylor Oswald of its indemnification obligations under this Agreement to the extent Taylor Oswald has been materially prejudiced as a result of such delay Client further agrees not to seek indemnification from Taylor Oswald for any portion of any settlement Client enters into without first receiving written authorization from the Taylor Oswald, with such authorization not to be unreasonably withheld.

Section 7 Other Provisions

- 7.1 Taylor Oswald Work Product. All works of authorship, including, but not limited to, marketing materials, designs, plans, specifications, programs, computer output, reports, data, findings, methods, analysis, data and memorandum of every description, conception, improvement, discovery and any intellectual property rights associated therewith ("Work Product") which are developed and utilized by Taylor Oswald in connection with this Agreement are and remain the property of Taylor Oswald; provided, however, that Client shall have a non-transferrable, non-exclusive license to use and exploit any Work Product delivered by Taylor Oswald in connection to this Agreement solely for its own internal purposes during the Contract Term of this Agreement. This shall include (i) all software, hardware, technology, documentation and information provided by Taylor Oswald in connection with the claim and risk control services; (ii) all ideas, know-how, methodology, models and techniques that may be developed, conceived, or invented by Taylor Oswald during its performance under this Agreement; and (iii) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i) and (ii) above. Taylor Oswald expressly reserves all rights in the Taylor Oswald intellectual property. Notwithstanding the foregoing, Taylor Oswald shall acquire no ownership rights in the intellectual property of Client in any material provided by Client to Taylor Oswald in connection with this Agreement.

- 7.2 Electronic Communications. The Parties agree to communicate with each other from time to time by electronic mail, sometimes attaching further electronic data. By consenting to this method of communication the Parties accept the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). The Parties each agree, however, to employ reasonable virus checking procedures on their computer systems, and to check all electronic communications received for viruses. Client will also check that messages received are complete. In the event of a dispute neither of the Parties will challenge the legal evidentiary standing of an electronic document.,
- 7.3 Waiver. The failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of this Agreement shall not affect any subsequent breach. Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be a waiver of such terms, covenants or conditions. No waiver or relinquishment of any right hereunder at any one time(s) be deemed a waiver or relinquishment of such right at any other time(s).
- 7.4 Severability. If a court of competent jurisdiction modifies any provision, the remaining provisions shall remain in effect. The invalidity or unenforceability of any term or provision of this Agreement, or portion thereof, shall not impair or affect the validity or enforceability of any other term or provision of this Agreement.
- 7.5 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other.
- 7.6 Binding. This Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and permitted assigns. The terms of Sections 3, 6 and 7 shall survive the termination of this Agreement. This Agreement may be executed simultaneously in several counterparts, each of which shall constitute the same instrument.
- 7.7 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to its subject matter. The Appendices, A and B, attached hereto are substantive parts of this Agreement, and defined terms in such Appendices or in this Agreement shall carry the same meanings. This Agreement may be changed only in writing signed by the Parties.
- 7.8 Section Headings. In this Agreement, section headings are for convenience only and are not intended to define or limit the scope of the contents of such paragraphs. This Agreement may be executed in its original version or in any copy, counterpart, or other duplicate.
- 7.9 Governing Law. This Agreement will be construed under, enforced in accordance with and governed by the laws of Ohio, without regard to conflict of laws principles.
- 7.10 Relationship of the Parties. At all times during the performance of this Agreement, Taylor Oswald shall be an independent contractor and neither it nor any of its employees or agents shall be an employee of Client as a result of the provision of the Services.
- 7.11 Notices. All notices shall be in writing and shall be deemed to have been duly given if personally delivered, or, if mailed by United States first class mail, certified mail or registered mail, postage prepaid, or if sent by a nationally recognized courier service to the other Party at their address set forth below, or to such other notice address provided to the other Party in writing.

Agent for Notice:

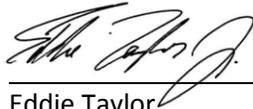
Eddie Taylor, Jr.
President
Taylor Oswald
1100 Superior Avenue, Suite 1330
Cleveland, Ohio 44114

Ronelle Miller-Hood CPP
Benefits & Compensation Manager
Cleveland Public Library
325 Superior Ave.
Cleveland, OH 44114

Accepted and agreed:

Taylor Oswald LLC

Cleveland Public Library

Signed:  _____
Eddie Taylor
Printed: _____
President
Title: _____
October 10, 2019
Date: _____



APPENDIX A | SCOPE OF SERVICES

SCOPE OF SERVICES

Strategic Planning

- Phase I: Current State Assessment
 - ▶ Initial meeting with stakeholders to assess current benefit program
 - ▶ Understand organizational structure and strategic goals
 - ▶ Assess population demographics and culture
 - ▶ Evaluate program gaps and opportunities
 - ▶ Review program budget and allocations
- Phase II: Strategic Planning
 - ▶ Collaborate on the creation of a detailed action plan
 - ▶ Define criteria for success and evaluation
 - ▶ Create a service calendar outlining a schedule of milestones for the upcoming plan year
 - ▶ Develop multi-year strategic roadmap
 - ▶ Comprehensive data collection and identification of reporting needs
 - ▶ Recommend solutions for enhanced educational and clinical outreach based on medical/Rx claims and health risks
 - ▶ Attend and provide education for Cleveland Public Library's Health Care Committee regarding industry trends, claims and cost analysis, plan design recommendations, and related cost/benefit analysis.
 - ▶ Create a demographic specific communication plan
 - ▶ Provide wellness plan design, recommendations and implementation support
- Phase III: Implement Plan
 - ▶ Manage vendor relationships to ensure program efficiency
 - ▶ Coordinate integrated benefits and health management initiatives
 - ▶ Ensure communication, collaboration and data sharing
 - ▶ Execute communication plan to ensure meaningful employee engagement
 - ▶ Provide support for Union negotiations
 - ▶ Assist with evaluating & implementing wellness programming & employee incentives, and ensure the program is in compliance with federal/state regulations.
 - ▶ Assist in coordinating bi-annual dependent audits for the health insurance plan
- Phase IV: Ongoing Evaluation & Measurement
 - ▶ Analyze ongoing progress toward achieving goals, as well as challenges and opportunities
 - ▶ Quantify medical and health risk transitions over time
 - ▶ Recommend program modifications and strategic enhancements
 - ▶ Assess program process, e.g., participation, satisfaction, utilization, cost reduction
 - ▶ Assure delivery on expected milestones based on outlined service calendar

ACA and ERISA Compliance

- Regulatory compliance planning and guidance including:
 - ▶ Federal Annual Compliance Checklist for group health plans
 - ▶ Federal Annual Multi-Year Reference Grid for group health plans
 - ▶ Open Enrollment Compliance Checklist
 - ▶ Department of Labor Audit Checklist
 - ▶ General ERISA notice and disclosure requirements
- ACA planning and compliance guidance including:
 - ▶ Access to Taylor Oswald's Affordable Care Act (ACA) Implementation Toolkit
 - ▶ Analysis and financial impact of "Cadillac Tax"
 - ▶ "Pay or Play" analysis
 - ▶ ACA Employer Reporting Guide
- Access to all Taylor Oswald Advisory Compliance notices and periodic client webinars
- Access to comprehensive online resource of federal and state regulation impacting Human Resources including sample notices, forms, job descriptions, salary data and employee handbook
- Access to "Ask HR" for live support from HR professional
- Schedule A 5500 form collection
- Access to an ERISA attorney on a fixed hours budget basis (provided via Taylor Oswald partner) to provide:
 - ▶ Wrap Plan Document and SPD
 - ▶ HIPAA Policies/Procedures & Training
 - ▶ Cafeteria Plan Document
 - ▶ HRA Document
 - ▶ \$1,000,000 in protection for penalty exposure

Marketing and Plan Implementation

- Request for Proposal development and plan carrier/vendor marketing for all lines of coverage
- Carrier/vendor proposal analysis
- Final carrier/vendor negotiation and contract review
- Carrier/vendor implementation management

Employee Communication & Engagement

- Assistance with open enrollment communication to employees
- Creation of annual Employee Benefits Guide (provided electronically)
- Required updates and revisions to annual Employee Benefits Guide
- Exclusive access to Taylor Oswald's Rx online web transparency tool
- Assist in preparing annual Benefit Statements for Cleveland Public Library employees

Health Management Services Consulting

- Health Management Consultant assigned to your account to complete current state and client needs assessment and develop strategy recommendations
- Recommendations on best-in-class health management providers for health screenings, lifestyle coaching, health challenge programs, and flu vaccinations
- Access to Taylor Oswald's *OsWell* online client toolbox which includes health educational information, downloadable marketing materials, surveys and suggestions on how to enhance your health management program
- Templates for member communications materials for all programs listed above which can be easily customized by adding name, logo and specific incentives
- Development of strategy that supports successful implementation & communication of programs & activities
- Vendor marketing, evaluation & implementation assistance

Data Analytics

- Health Plan reporting to include:
 - ▶ Monthly claims reporting
 - ▶ Quarterly utilization report
 - ▶ IBNR calculations (self-insured clients)
 - ▶ Annual *Strategic & Tactical Actions & Results (STAR)* Report
 - ▶ Financial projections
- Plan benchmarking
- Plan design modeling
- Employer and employee contribution modeling and net cost analysis
- Self-Funded Analysis (fully insured clients)
- Development of COBRA rates (self-insured clients)
- Analysis of stop loss specific and aggregate levels to optimize coverage (self-insured clients)
- PCORI fee calculation (this applies for plan years through October 31, 2019)

Program Management and Measurement

- Day to day plan management assistance (escalated claims issues, carrier issues, member issues, etc.)
- Vendor management and interface
- Pre-renewal strategy session 120-200 days prior to renewal or negotiations (depending on organizational needs)
- Renewal negotiation and implementation

- Periodic progress reporting and evaluation of integrated three-year strategy
- Provide proactive innovative concepts to achieve risk and cost reduction

APPENDIX B | COMPENSATION

Annual Fees – A service fee will be billed by Taylor Oswald directly to Cleveland Public Library as follows:

| Product, Coverage, Service | Contract Period | Fee | Payment Frequency |
|----------------------------|----------------------|----------|-------------------|
| Medical Plan | 1/1/20 – 12/31/22 | \$6 PEPM | Quarterly |

All annual fees will be billed on a Quarterly basis based on enrollment in the Medical Plan as of the end of the prior Quarter.

Commissions – Taylor Oswald will receive commission payments from vendors as follows:

| Product, Coverage, Service | Contract Period | Fee | Payment Frequency |
|---|----------------------|----------|-------------------|
| Dental, Vision, Life/AD&D, STD, LTD | 1/1/20 – 12/31/22 | Standard | Monthly |
| Voluntary Benefits <i>Life, CI, Accident</i> | 1/1/20 – 12/31/22 | Standard | Monthly |

Taylor Oswald will assume existing commission arrangements with each vendor as listed above. Commissions are earned pursuant to the carrier/underwriter broker contract.

