Response to RFP for City of Roeland Park, KS
Presented by Kansas City Series of Lockton® Companies, LLC
March 18, 2014

Prepared for:
City Clerk
City of Roeland Park
4600 W. 51st Street
Roeland Park, KS 66205

Prepared by:
Glenn Spiking
Vice President, Producer
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City, MO 64112
(816) 960-9131
A. PROPOSAL FORM. The proposal form, attached hereto as RFP Exhibit “A” must be fully completed, submitted and duly executed by the authorized representative of the respondent.  
- Completed Proposal Form................................................................. 5  
- Letter of Transmittal ........................................................................ 7  
- Executive Summary.......................................................................... 9  
- Dedicated Account Team ................................................................. 23  

B. QUALIFICATIONS. Proposals must contain a detailed description of how respondents will be able to fully meet all minimum qualifications set forth in RFP exhibit “D”.  
- Exhibit “D” - Minimum Qualifications ........................................... 26  
- Additional Information Required for Submission............................ 29  
- Health and Welfare Benefits ......................................................... 34  

C. REFERENCES. Proposals must include at least six public entities for which the respondent has provided similar services within the past two years and the name and phone number of a person within each entity who is knowledgeable of the respondent’s performance record............. 39  

APPENDIX .......................................................................................... 41  
- Resumes ......................................................................................... 42
A. PROPOSAL FORM. The proposal form, attached hereto as RFP Exhibit “A” must be fully completed, submitted and duly executed by the authorized representative of the respondent.
Completed Proposal Form
EXHIBIT “A”

PROPOSAL FORM

Letter of Transmittal: Should provide a brief overview of the firm and a discussion of the firm’s philosophy and experience in serving local government agencies. Should be signed by an executive authorized to bind the company.

Executive Summary: This document should provide a brief profile of the firm including a brief description of its history, size, locations and public sector experience. The executive summary should also describe the Company's ability to meet or exceed the minimum qualifications as well as broadly describing its approach to meeting the City's requirements as outlined in the RFP. The Executive Summary should specifically identify any RFP requirements the Firm cannot meet or RFP services it is unable to perform.

Designate one individual as the Company's representative (see Dedicated Account Team Form attached) to the City during the term of the agreement. The representative will be contacted to solve any and all problems that may arise concerning the Proposal during the evaluation period. The undersigned Company hereby agrees to be bound by the terms of the RFP and that the enclosed Proposal is submitted. Once completed and returned, this Proposal becomes the primary basis for evaluation and selection of the Company to provide the services required by the City for the specified period. By signing this Company Identification Form, the Company certifies that there are no “PARTIES OF INTEREST” or “CONFLICTS OF INTEREST”, as defined by state and/or federal regulations, existing between the Company and the City or any of its employees, agents or Council members.

<table>
<thead>
<tr>
<th>Company Legal Name</th>
<th>Representative’s Name and Title</th>
</tr>
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<tbody>
<tr>
<td>Kansas City Series of Lockton Companies, LLC</td>
<td>Bob Hayworth, Executive Vice President, Chief Operating Officer</td>
</tr>
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<thead>
<tr>
<th>Address</th>
<th>Telephone #</th>
<th>Fax #</th>
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<tbody>
<tr>
<td>444 W. 47th Street, Suite 900, Kansas City, MO 64112</td>
<td>(816) 960-9000</td>
<td>(816) 960-9099</td>
</tr>
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<thead>
<tr>
<th>Email</th>
<th>Years in Operation under current Name</th>
<th>Years in Operation under previous Name</th>
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<tr>
<td><a href="mailto:BHayworth@lockton.com">BHayworth@lockton.com</a></td>
<td>48 years</td>
<td>20 years</td>
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</table>
Letter of Transmittal
March 18, 2014

City of Roeland Park
ATTN: City Clerk
4600 W. 51st Street
Roeland Park, KS 66205

Re: Proposal For Employee Health Insurance

Dear City Clerk:

Thank you for the opportunity to respond to the City of Roeland Park’s Request for Proposal for Employee Health Insurance. Enclosed is our response, which includes general information about Lockton Companies and our Health and Welfare Practice.

Lockton is uniquely positioned to perform the services outlined in the RFP. Our consulting teams have significant experience in masterfully marketing and managing governmental benefit programs to achieve the best overall solution in terms of plan design, cost, contracts, network, and service. The City of Roeland Park’s account team includes a Producer/Consultant combined with a seasoned account team that would be dedicated to developing a customized service model to support your objectives. Additionally, Lockton’s partnerships with the premier insurance carriers ensure we are exposed to all products, contracts, and service models available to groups similar to the City of Roeland Park, keeping resources and budgets as top priority.

Lockton has invested in many different tools to facilitate our service team’s ability to provide valuable consulting advice on the City’s benefit programs. Our on-staff Medical Director, Health Risk Solutions Professionals, Actuarial Experts, ERISA Attorney, and Human Resource Consultant further complement our service model. We are excited about the possibility to introduce these resources to the City of Roeland Park. We believe our service structure is a significant differentiator for Lockton in serving local government agencies, and we pride ourselves on our commitment to long-term client relationships and our Associates are dedicated to excellence in client service. We hope to become an extension of your existing HR and Benefit teams.

Thank you, again, for your consideration of Lockton as the City of Roeland Park’s benefits consultant. We look forward to hearing from you soon.

Sincerely,

LOCKTON COMPANIES

Bob Hayworth
Chief Operating Officer
Executive Vice President
Executive Summary
EXECUTIVE SUMMARY

Brief Profile of Lockton

Lockton Companies is an Illinois Limited Liability Company whose sole member is Lockton Companies, Inc. Lockton Insurance was founded in 1966 by Jack Lockton in Kansas City, Missouri. Jack’s entrepreneurial spirit attracted clients and talented insurance professionals, transforming Lockton Insurance into Lockton, Inc. The Health & Welfare Division was formed in Kansas City in 1987, expressly to support Lockton Companies’ commitment to Employee Benefits. We continue to develop and refine the types of services and support for our clients to proactively manage all areas of Employee Benefits.

The 4,900 professionals of Lockton Companies serve more than 35,000 clients around the world with risk management, insurance, employee benefits consulting, and surety services. Lockton is the world’s largest privately owned, independent insurance broker, with 2013 revenue of $1+ billion and offices on five continents.

The Kansas City office is the corporate headquarters for Lockton and is the office that will serve the City of Roeland Park, which means you have easy access to all of our national resources and tools. Our approach to the business, detailed in this proposal, coupled with our industry experience, regulations, market relationships, and enthusiasm, makes us a broker of choice for many Public Entities. Lockton Kansas City currently provides services to 24 clients in the public sector with a total of 114 clients in the public sector nationwide. The Kansas City Benefits office serves 540+ clients.
In preparing our response, we focused on the key elements of the City of Roeland Park’s business and culture. In particular, your ongoing commitment to Roeland Park residents by developing a safe, dynamic, and attractive place to reside resonated with us during the formulation of our ideas. These are also hallmarks of Lockton’s corporate culture.

As the world’s largest privately owned insurance brokerage, Lockton provides you the right balance: large enough to offer deep resources to meet your employee benefit needs, yet entrepreneurial, nimble, and responsive enough to derive the best results from a team of experts that delivers exceptional customer service. Another benefit of our private ownership is that we focus on our clients, not on quarterly earnings. You will see a difference in the focus, energy, and resources directed toward servicing your needs. We want to help make your business better.

This proposal articulates the advantages of working with Lockton, including:

- **Access to world-class resources.** A critical advantage for Lockton over competitors is the ease with which our clients can tap into Lockton-specialized resources, expertise, and support services. Many insurance brokers are rigidly segmented by departments or profit centers, creating barriers to knowledge sharing, but Lockton regularly involves those Associates and departments with the greatest expertise to provide the best possible solutions.

- **Continuity of team.** The team responsible for managing the City’s needs, problems, and questions on a daily basis is the same team that designs, markets, and implements the City’s insurance program with carriers.

- **A passion for service.** Engaged, personalized account leadership is paramount to effective long-term client relationships. After all, what good is expertise without effective service delivery? As a private company, we serve only our clients. Private ownership means we can and do make business decisions that make sense in the long run and do not favor short-term earnings for outside shareholders or investors. You will see that our passion for service shines through daily.
You have asked Lockton to help by providing consulting and insurance brokerage services for the City’s current and future employee health benefit. As you will see in the following pages, Lockton is prepared to deliver, and we are excited to work with you. Our motto, WE LIVE SERVICE!, means we are ready to help grow your business.

As part of your review of this written response, we would like to extend an invitation to the City of Roeland Park to visit our Kansas City office and meet the Associates who will make up your service team.

**Minimum Qualifications**

Lockton’s capabilities meet and exceed the City’s needs as outlined in the Minimum Qualifications Exhibit D of the RFP. Lockton recognizes the City’s desire to engage a consultant to assist in areas tied to long-term management of the health and welfare costs of the organization. Today, costs in the program arise from a growing number of areas, including but not limited to the unidentified health risks of your employee/spouse/dependent population, utilization of the medical and pharmacy plans, and administrative requirements of the Patient Protection and Affordable Care Act. We are excited about the potential opportunity to work with the City to construct insurance programs designed to meet employees’ and employers’ needs from both a health/wellness and financial fitness perspective.

**Lockton’s Consultative Approach**

Lockton understands the City’s desire to offer to their employees a competitive benefit package to attract and retain valued employees. Lockton will partner with the City to provide innovative ideas and solutions pursuant to your employee benefit plan offerings. Lockton will provide professional, timely advice and consulting services.

Lockton takes a five-phase approach to help you manage your benefits plans:

1. **Current Program Analysis**
2. **Strategic Planning**
3. **Action Plan**
4. **Implementation & Communication Support**
5. **Ongoing Service & Support**
PHASE 1: CURRENT PROGRAM ANALYSIS

- Collect and review plan documents, agreements, funding methodologies, policies, and contracts
- Data analysis
- Demographic and eligibility analysis
- Benchmarking
- Understanding obstacles and objectives
- Develop financial baseline to identify and manage critical metrics

PHASE 2: STRATEGIC PLANNING

- Use metrics that align with how you manage your plan performance
- Identify your budget and labor objectives
- Evaluate plan design and funding options
- Explore population management strategies with respect to wellness, health maintenance, and disease prevention and intervention management
- Evaluate additional program options
- Provide specific recommendations and engage meaningful dialogue to fully support the City’s health insurance and benefits programs objectives

PHASE 3: ACTION PLAN

- Using the strategy as a road map, we integrate plan components into a comprehensive program designed to meet your needs and budget.
- This phase includes:
  - Development of a longer-range three- to five-year business plan
  - Benchmarking
  - Employee communication and education strategy
  - Timeline for plan renewal
  - Employee/employer cost share and plan design modeling

PHASE 4: IMPLEMENTATION AND COMMUNICATION SUPPORT

- Ensure employee understanding and appreciation through proactive and thoughtful communication
  - Effectively integrate with the overall plan strategy
  - Design and review customized pre-enrollment, enrollment, and post-enrollment materials
  - Review all third-party-produced material
  - Communication technology and online survey delivery
  - Development of annual total compensation statements
PHASE 5: ONGOING SERVICE AND SUPPORT

- Day-to-Day Support
- Plan placements
- Vendor management
- Communication
- Reporting
- Issue Resolution
- Escalated claim issues
- Billing discrepancies
- Eligibility questions
- Compliance
- Employer Education

The Lockton health and welfare consulting model is designed to meet the comprehensive and diverse needs of its clients with in-house benefits professionals and subject-matter experts, dedicated to health and welfare programs as well as other critical HR functions. Lockton is uniquely positioned to focus exclusively on clients, which enables us to attract best-in-class industry professionals and to, consequently, deliver an optimal mix of both human and intellectual capital.

With the most impactful elements of the recently passed health care reform legislation looming, it has become critical for employers to seek innovative methods to best integrate health and welfare programs with both talent management and “total rewards” strategies. Lockton’s professional services model, supported by subject matter experts in key functional areas, enables us to proactively assist our clients prepare for an uncertain future.
RFP Requirements/Services Lockton Cannot Perform

EXHIBIT “B”- SAMPLE PROFESSIONAL/PERSONAL SERVICES CONTRACT

Lockton’s draft revisions to the Agreement for Professional Services are listed below for the City’s review and consideration. Lockton is willing to discuss the proposed changes if awarded the City’s account.

Exhibit “B”—Sample Professional/Personal Services Contract

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made as of the _____ day of ______, 20____, by and between the City of Roeland Park, KS, its successors and assigns, hereinafter called the CITY, and __________ (Name), a _______________ (Corporation, LLC, I.P., Partnership or Proprietor) of __________ (State), hereinafter called the CONSULTANT.

WHEREAS, the City desires to provide medical, dental and vision insurance services for its employees and desires the services of an experienced insurance broker or equivalent organization (CONSULTANT) to assist in procuring said insurance; and

WHEREAS, the Consultant desires to engage the City contractually for said services; and

WHEREAS, it is in the best interests of the City to utilize the Consultant to accomplish said services; and

WHEREAS, the City Council approved entering an agreement with Consultant for said services in a public meeting and with opportunity for public consideration and comment; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt, and sufficiency of which is hereby acknowledged and confessed, the Parties hereto agree as follows:

The CITY and the CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional services by the CONSULTANT and the payment for those services by the CITY, as set forth below.

The CONSULTANT will serve as the CITY’s professional Health Care Insurance representative and will give consultation and advice to the CITY during the performance of its services as more fully described in Section 4 of this Agreement. This Agreement shall survive any change in the Consultant’s chief executive officer or principals.

Part A—SERVICES TO BE PROVIDED BY THE CONSULTANT

After the CITY issues a notice to proceed, the CONSULTANT shall proceed with the following services.

A. The CITY is seeking a qualified CONSULTANT that can assist the CITY in selecting and administering a comprehensive employee benefit package. The CITY is particularly interested in a CONSULTANT who can offer creative, innovative approaches to providing employee benefits and who has a proven track record in providing quality services in the Kansas City region. Act as liaison between CITY and all insurance carriers. Act as advocate or ombudsman in appeal, arbitration, and/or court processes between the CITY and providers if needed.
B. Be available to the City Administrator or designee for general benefit insurance related issues and assistance. This will be by telephone, e-mail and in person as requested by City. A minimum of four times per year is expected for an in-person visit.

C. Immediately upon appointment, conduct an initial review of City's benefit program to ensure adequacy of coverage. Make recommendations as deemed necessary based upon this review.

D. Market the renewals of City's benefit program in a timely, efficient manner to receive the best coverages and prices available in the market.

E. Research and present in-depth information on and plans for alternate types of financing and covering City benefit needs. Agent must have experience in researching and instituting alternative financing plans for benefits for public agencies. Be available for and serve as consultant to City's employee informational and educational forums on benefit issues and provide assistance with open enrollment.

F. In conjunction with the City, compile necessary underwriting information for proper marketing of City's program. Complete and submit applications to all potential carriers.

G. Review policy forms, coverages, and pricing for all quotations submitted to agent for City consideration. Investigate and determine adequacy of financial strength of the proposed carriers. Make recommendations on City choice of proposals.

H. Assist City, all City employees, and dependents of employees with questions or problems on coverage and claims handling. Agent will be available directly to employees and dependents as needed to perform said service directly and confidentially.

I. Administer COBRA program for the City including COBRA eligibility notifications, tracking, and acceptance of COBRA payments and monitoring of payments.

J. Provide, maintain, and update comparison reports with other regional public agency benefit plans and costs to determine if the City is providing a competitive benefit package.

K. Keep City informed, in writing, of market changes, legislation, or other controlling factors that may affect City program. Determine the timing and content of all mandatory notices and documents to plan participants to ensure City's compliance with Plan rules, federal healthcare reform laws and all state and federal regulations. Coordinate distribution of same. Consult with the City on all benefit regulatory compliance issues and assist in the preparation of materials and data to meet reporting requirements.

L. Conduct renewal negotiations with the carrier(s) on annual or as needed basis. Review and compare rate proposals to ensure underlying assumptions are accurate and fair to the City; provide recommendations regarding preferred plan alternatives.

M. Present data and/or testimony to official City bodies as necessary or requested.

N. Develop annual schedule of coverages by company, policy number, policy category, premiums, renewal dates, and a brief description.

O. Assist City in identifying and evaluating its employee benefit needs. This shall include a review of City operations, number of employees, current benefits provided, insurance contracts, past changes in benefits and reasons for change, benefit trends, legal requirement, other governmental programs, cost containment considerations and CITY personnel policies.
P. Assist in designing and distributing benefit brochures and packets as requested.

Q. Assist City in enrollments and new benefit presentations.

R. Provide any additional services CONSULTANT may have available as part of their proposal or typical in agent of record agreements.

S. Provide budget planning estimates for insurance premiums by 150 days before the end of the current plan year.

PART B: CITY AGREES TO THE FOLLOWING PROVISIONS

A. Designate a person and/or agency to act as the primary point of contact to the Consultant with respect to the services to be performed by the Consultant under the terms of this Agreement.

B. Make available to the Consultant all existing data and records that are relevant to employee benefits possessed by the City that are relevant to the successful performance by the Consultant.

PART C: COMPENSATION

A. In consideration for the above described services, CITY agrees to pay Consultant shall receive compensation in the form of commissions paid by CITY’s insurance carrier(s) — a fee based on commission in an amount of $_______ (the amount not to exceed $_______).

B. No request for payment by Consultant in excess of cumulative annual charges pursuant to Exhibit A herein shall be payable under the terms of this Agreement. The City agrees to request work by Consultant not to exceed the limitations as set forth in Exhibit A.

C. If the Initial Term of this Agreement is extended, any obligation of the City to pay the Consultant for future renewable years shall be subject to annual appropriation by the City Council, which may amend the total allowable charges as defined in Exhibit A herein.

D. The City agrees to pay Consultant, on a monthly basis, in the course of its normal monthly payment cycle upon receipt of itemized invoices from Consultant in a form acceptable to the City.
   1. Commission rates will be negotiated between the Parties.
   2. All rates will include costs for materials and will require no additional charges other than the rates as defined herein.

E. Consultant shall submit detailed invoices which outline the services provided on a monthly basis detailing insurance premium by employee, administration/brokerage fees, commissions, claims reserve fees, and any other applicable fees associated with the plan.

F. Invoices will be paid within thirty days of submittal and upon approval by the City Council.
G. City is not liable for any obligation incurred by Consultant except as approved under the provisions of this Agreement.

PART D: TERM AND TERMINATION OF THE AGREEMENT

The term of this Agreement ("Term") shall be for one (1) year commencing on July 1, 2014, (the "Commencement Date") and, unless sooner terminated pursuant to any provision herein, shall expire on June 30, 2015 provided, however, the City shall have the right and option, upon successful performance by CONSULTANT to the satisfaction of the City, to extend this Agreement beyond the initial Term up to three (3) additional one (1) year periods commencing at the end of the initial Term by providing notice at least sixty (60) days in advance of the end of the current Term. Otherwise, this Agreement will expire upon fulfillment of its current Term.

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided however, that in any such case, the CONSULTANT, to the extent not in default, shall be paid for all services actually rendered and all costs reasonably incurred up to the time of termination on the basis of the payment provisions of this Agreement. In all events, the CITY shall have the right to terminate the services of the CONSULTANT, irrespective of whether the CONSULTANT is in default, upon such date as shall be specified in a notice to be delivered in writing to the CONSULTANT.

If this Agreement is terminated prior to CONSULTANT’s completion of services, all work or materials prepared or obtained by CONSULTANT pursuant to this Agreement shall become City’s property.

If this Agreement is terminated prior to CONSULTANT’s completion of the services to be performed hereunder, CONSULTANT shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. CONSULTANT shall prepare an accounting of the services performed and money spent by Consultant up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

No such termination shall be deemed to release the CONSULTANT or any insurer from obligations of this Agreement for liability arising from or out of anything occurring or arising on or prior to such termination.

PART E: GENERAL CONSIDERATIONS

1. INSURANCE

The CONSULTANT shall secure and maintain insurance for protection from claims under workers’ compensation acts, claims for damages because of bodily injury including personal injury, sickness or diseases or death of any and all employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The CONSULTANT shall list the CITY as an additional insured on the CONSULTANT’s general liability insurance policy.

The CONSULTANT, its agent, representatives, and employees shall also secure and maintain professional liability insurance for protection from claims arising out of the performance of this Agreement. Such insurance shall provide protection from claims arising out of this Agreement caused by any error, omission, or act of the CONSULTANT or its employees, agents or representatives in at least the amounts hereunder set forth as desirable.
The insurance provided shall contain provisions that it cannot be canceled or modified except in accordance with the policy provisions and, on failure to renew except upon 30 days prior written notice to the CITY from the insurance carrier, shall be in at least the following minimum amounts:

a. Professional Liability insurance in the amount of One Million Dollars ($1,000,000.00) per claim and annual aggregate (including contractual liability coverage, with all coverage retroactive to the earlier of the date of this Agreement and the commencement of CONSULTANT’s services in relation to the Project) covering personal injury, bodily injury and property damage, which coverage shall be maintained for a period of three (3) years after the date of final payment under this Agreement, if reasonably available and in the reasonable opinion of the CONSULTANT affordable.

b. Commercial General Liability Insurance (including broad-form contractual liability and completed operations), covering personal injury, bodily injury, death, and property damage in the following amounts:

- Each Occurrence ................................................................. $1,000,000
- Personal and Advertising Injury ............................................. $1,000,000
- Products/Completed Operations Aggregate ..................... $2,000,000
- General Aggregate .............................................................. $2,000,000

The completed operations coverage shall extend for three (3) years after completion of CONSULTANT’s services.

c. Comprehensive Automobile Liability Insurance, including owned, hired, and non-owned vehicles, if any, in the amount of One Million Dollars ($1,000,000.00), combined single limit, covering personal injury, bodily injury, death, and property damage.

d. Workers’ Compensation Insurance (and to the extent such is not applicable, Employees Liability Insurance) which shall fully comply with applicable law, and employee’s liability insurance with limits of not less than the greater of (i) statutory requirements or (ii) One Hundred Thousand Dollars ($100,000.00) per occurrence. CONSULTANT shall provide a valid waiver executed by workers compensation and employee’s liability insurance carrier(s) of any right of subrogation against CITY or its employees for any injury to or covered employee working on CITY’s premises.

All liability insurance, except professional liability insurance, shall be written on an occurrence basis with form(s) and carrier(s) acceptable to the CITY.

2. INDEMNITY

Indemnification. (a) CONSULTANT shall insure specifically the indemnification by it contained in this Agreement and shall include the indemnities as additional insureds on the Commercial General Liability Insurance and the Comprehensive Automobile Liability Insurance policies described above. The insurance coverage afforded under these policies shall be (i) primary to any insurance carried independently by the indemnities and (ii) not deemed to limit CONSULTANT’s liability under this Agreement. Prior to CITY’s execution of this Agreement, CONSULTANT shall provide to CITY Certificates of Insurance reflecting the required coverages. The Certificate shall specify the date when such insurance expires. The insurance policies shall provide that CITY shall be given not less than thirty (30) days written notice from the insurer(s) at risk before cancellation, non-renewal, or material modification of coverage of such insurance. A renewal certificate shall be furnished to CITY prior to the expiration date of any coverage. CONSULTANT shall give CITY written notice of any proposed reduction or other material modification in such insurance no later than thirty (30) days prior to such change. Cancellation, non-renewal, or material modification of coverage of any such insurance shall constitute a failure to perform within the meaning of this Agreement.
Indemnity—Commercial General Liability/Non Professional: CONSULTANT hereby agrees to indemnify, defend and hold CITY, its officers, employees and agents (collectively the “Indemnitees”) harmless from and against any and all losses, claims, demands, actions, suits, judgments, liabilities, injuries, damages and expenses (including but not limited to reasonable attorney’s fees, expenses of litigation, fines and penalties) that the Indemnitees, or any one or more of them, may incur by reason of any injury, sickness, disease or death to any person or any damage or injury to any property (including but not limited to property of any one or more of the Indemnitees) to the extent proximately caused by anyone out of or occurring in connection with the services performed by CONSULTANT under this Agreement or any of CONSULTANT’S acts or omissions. CONSULTANT further agrees that its obligation to indemnify and defend the Indemnitees shall include, but not be limited to, liability for damages resulting from the personal injury, sickness, disease or death of any of CONSULTANT’S employees, regardless of whether CONSULTANT has paid the employee under the provisions of any workers compensation statute or law, or any similar federal or state legislation with protection of employees and that CONSULTANT’S obligation to indemnify and defend the Indemnitees shall apply regardless of any contributory or concurrent negligence of any Indemnitee or Indemnitees.

Nothing in this section shall be deemed to impose liability on CONSULTANT to indemnify the Indemnitees to the extent the cause of any loss is the negligence or other actionable fault of one or more of the Indemnitees. In the event the loss is caused by the joint or concurrent negligence of CONSULTANT and one or more of the Indemnitees, the loss shall be borne by each party in proportion to its negligence.

Indemnity—Professional Liability: CONSULTANT shall, to the fullest extent permitted by law, hold harmless and indemnify the CITY, its Governing Body and each member thereof, and CITY’S officers, employees, commission members, representatives and their successors and assigns from any and all losses, liabilities, claims, suits, damages, expenses and costs, including reasonable attorney’s fees and costs, to the extent caused by CONSULTANT’S negligent performance or negligent omission of performance of professional services under this Agreement and those of CONSULTANT’s subconsultants or anyone for whom CONSULTANT is legally liable.

Indemnification by CITY: CITY shall, to the fullest extent permitted by law, hold harmless and indemnify the CONSULTANT, and CONSULTANT’S officers, employees, members, representatives and their successors and assigns from any and all losses, liabilities, claims, suits, damages, expenses and costs, including reasonable attorney’s fees and costs, to the extent caused by CITY’S negligence or breach of this Agreement.

3. SUCCESSOR AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its principals, successors, executors, administrators and assigns to the other party of this Agreement and to the principals, successors, executors, administrators and assigns of such other party in respect to all covenants of the Agreement, provided that, neither the CITY nor the CONSULTANT will assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

PART F: NON DISCRIMINATION

1. CONSULTANT shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin, or ancestry. In all solicitations or advertisements for employees, CONSULTANT shall include the phrase “Equal Opportunity Employer” or a similar phrase approved by the Kansas Human Rights Commission.
2. If CONSULTANT fails to comply with the manner in which CONSULTANT reports to the Kansas Human Rights Commission in accordance with the Provisions of K.S.A. 44-1031 and amendments thereto, CONSULTANT shall be deemed to have breached this Agreement and the Agreement may be cancelled, terminated, or suspended, in whole or in part by CITY.
3. If CONSULTANT is found guilty of violation of the Kansas Act against Discrimination under decision or order of the Kansas Human Rights Commission which has become final, CONSULTANT shall be deemed to have breached the Agreement and this Agreement may be canceled, terminated or suspended in whole or in part by CITY.

4. CONSULTANT shall include provisions comparable to paragraph 1, 2, 3, and this paragraph in every subcontract and purchase order related to this Agreement so that such provisions will be binding upon each such subcontractor or vendor.

5. Notwithstanding anything expressed or implied elsewhere in this AGREEMENT, if CITY exercises any of its rights under the provisions of the preceding four paragraphs, CONSULTANT shall have no right to recompense or additional payments by reason of such action by CITY.

PART G: MISCELLANEOUS

1. Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and the CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

2. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriated party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

3. Controlling Law

This Agreement is to be governed by the law of the State of Kansas.

4. Waiver

Waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Agreement can be waived by Consultant except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Consultant to which the same may apply and, until complete performance by Consultant of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF ROELAND PARK, KANSAS

By: ____________________________
Title: __________________________
Address: _______________________
Facsimile: _______________________

By: ____________________________
Title: __________________________
Address: 4600 West 51st Street
Roeland Park, Kansas 66205
Facsimile: (913) 722-3713

ATTEST:

City Clerk

Approved as to form:

City Attorney
Dedicated Account Team

Please attach a brief resume for the dedicated account manager and each member of the account team along with a description of the duties each will perform.

The resumes of each member of the Lockton dedicated account team are located in the Appendix.

Dedicated Account Manager Contact Information:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glenn Spiking</td>
<td>Vice President, Producer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>City, ST Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>444 W. 47th Street, Suite 900</td>
<td>Kansas City, MO 64112</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone #</th>
<th>Phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>(816) 960-9131</td>
<td>(816) 210-2643</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:gspiking@lockton.com">gspiking@lockton.com</a></td>
</tr>
</tbody>
</table>

Account Team:

1.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Work No.</th>
<th>Cell No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deb Constantz</td>
<td>Unit Manager</td>
<td>(816) 751-2352</td>
<td>(816) 305-8063</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:dconstantz@lockton.com">dconstantz@lockton.com</a></td>
</tr>
</tbody>
</table>

2.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Work No.</th>
<th>Cell No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephanie Zeller</td>
<td>Account Manager</td>
<td>(816) 960-9897</td>
<td>(816) 686-9901</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:szeller@lockton.com">szeller@lockton.com</a></td>
</tr>
</tbody>
</table>

3.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Work No.</th>
<th>Cell No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Molly Rice</td>
<td>Account Administrator</td>
<td>(816) 751-2334</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:mrice@lockton.com">mrice@lockton.com</a></td>
</tr>
</tbody>
</table>
B. QUALIFICATIONS. Proposals must contain a detailed description of how respondents will be able to fully meet all minimum qualifications set forth in RFP Exhibit “D”.
Exhibit “D” - Minimum Qualifications
QUALIFICATIONS

Exhibit “D” - Minimum Qualifications

1. Shall have at least five (5) consecutive years of experience in the Kansas City area providing brokerage and benefits consulting public entities.

Lockton Insurance was founded in 1966 by Jack Lockton in Kansas City, Missouri. The Health & Welfare Division was formed in Kansas City in 1987, expressly to support Lockton Companies’ commitment to Employee Benefits. We continue to develop and refine the types of services and support for our clients to proactively manage all areas of Employee Benefits.

LOCKTON EXPERTISE—HEALTH AND WELFARE BENEFITS

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

2. Proposer must be legally authorized to conduct business in the State of Kansas and shall meet all licensing and other requirements imposed by State and Federal laws and regulations.

Lockton views compliance as paramount to our success. Ensuring that our services and Associates are compliant with applicable laws and regulations is critical to Lockton and all Lockton clients. We address compliance from many fronts. Of particular importance is our Licensing Department. Comprised of nine professionals, this department focuses on ensuring that all necessary licenses are maintained for all Lockton offices and for all appropriate Associates. Lockton is licensed nationally for all major lines of authority including Property/Casualty, Life/Health, and Surplus Lines. Additionally, our Quality Assurance Department assists in maintaining compliant processes and procedures. Since 1992, this department of six Associates has focused on educating Associates and clients on existing and emerging insurance issues, including compliance issues. This department also performs our audit function to ensure the integrity of our service. Additionally, Lockton’s legal department and compliance counsel focus on many different compliance efforts. They advise our Associates on everything from the many and varied state insurance laws and regulations to excess and surplus lines tax requirements to client and carrier agreements.
3. Proposer senior staff/account manager assigned to project shall have experience working with public agencies and shall possess a comprehensive knowledge of benefit administration pertaining to public employees.

The senior staff and account manager chosen to serve the City have extensive experience working with public agencies.

We want to be your risk consultant/advisor of choice and stand ready for consultation on any issue you face. Our approach to the business, detailed in this proposal, coupled with our industry experience, regulations, market relationships, and enthusiasm, makes us a broker of choice for many public entities.

4. Proposer’s must have physical office location within the Kansas City metropolitan region and must provide reasonable assurance of staffing continuity over the initial contract period.

OFFICE LOCATION

The Kansas City Series of Lockton Companies, LLC (Headquarters)
444 W. 47th Street, Suite 900
Kansas City, MO 64112

STAFFING CONTINUITY

The team responsible for managing a client’s needs, problems, and questions on a daily basis is the same team that designs, markets, and implements a client’s insurance program with carriers.

Our high retention rate of Associates means each member of the City’s dedicated solutions team is experienced and committed to working with you for the long haul. You will find them as engaged with your long-term planning process as they are with the day-to-day needs of your employees. You and your human resources and employee benefits team will work with the same set of experienced, engaged Associates. When you call Lockton with a question, you will call people you know and trust to help you with any employee benefits concern. We pride ourselves in understanding your organization, your industry, and the resources of Lockton. With this combined knowledge comes the empowerment to deliver solutions that optimize your employee benefits.

5. The staff member assigned to directly service the City’s account must have a minimum of five (5) years experience in public agency benefit administration and client management as well as provide, documentation (upon request) of professional experience, employment history, credentials and education.

Glenn Spiking and Deb Constantz exceed the minimum of five years’ experience in public agency benefit administration and client management.
Additional Information Required for Submission
Additional Information Required for Submission

1. Provide evidence applicant is licensed by the Insurance Commissioner of the State of Kansas and be in good standing.

STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
KRIS W. KOBACK

I, KRIS W. KOBACK, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 4013389
Entity Name: LOCKTON COMPANIES, LLC
Entity Type: LTD LIABILITY COMPANY
State of Organization: IL
Resident Agent: CORPORATE CREATIONS NETWORK, INC.
Registered Office: 3615 SW 20TH STREET #201, TOPEKA, KS 66614

was filed in this office on December 14, 2006, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practice of this entity.

In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of March 26, 2013

KRIS W. KOBACK
SECRETARY OF STATE

Certificate ID: 571080 - To verify the validity of this certificate please visit https://www.kansas.gov/besl/ low/validstate and enter the certificate ID number.

2. Agent’s approximate annual public entity premium volume and number of public entity clients.

<table>
<thead>
<tr>
<th>Industry</th>
<th>Sum of Annual Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Government</td>
<td>$96,261,626.55</td>
</tr>
<tr>
<td>Colleges and Universities</td>
<td>$97,132,935.87</td>
</tr>
<tr>
<td>County Government</td>
<td>$89,860,198.66</td>
</tr>
<tr>
<td>Public Service</td>
<td>$18,012,083.43</td>
</tr>
<tr>
<td>School Boards and Other Institutions</td>
<td>$157,673,219.99</td>
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<tr>
<td>School Districts</td>
<td>$141,704,258.50</td>
</tr>
<tr>
<td>State Government</td>
<td>$647,763.60</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$601,292,086.60</strong></td>
</tr>
</tbody>
</table>

Lockton Kansas City currently provides services to 24 clients in the public sector with a total of 114 clients managed in the public sector nationwide.
Number and name of all benefit carriers available for agent to solicit and place public entity benefit business.

Listed below are some of the benefit carriers utilized by Lockton’s public sector clients, including the overall annual volume by carrier.

<table>
<thead>
<tr>
<th>Carriers</th>
<th>Sum of Annual Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Kaiser Permanente Insurance Company</td>
<td>$120,043,070.76</td>
</tr>
<tr>
<td>2. Aetna Inc</td>
<td>$82,638,535.46</td>
</tr>
<tr>
<td>3. United HealthCare Insurance Company</td>
<td>$71,938,016.16</td>
</tr>
<tr>
<td>4. BC/BS of Kansas City</td>
<td>$63,066,020.16</td>
</tr>
<tr>
<td>5. CIGNA</td>
<td>$52,010,350.54</td>
</tr>
<tr>
<td>6. Anthem Blue Cross and Blue Shield</td>
<td>$37,400,662.55</td>
</tr>
<tr>
<td>7. Anthem Blue Cross</td>
<td>$28,420,440.86</td>
</tr>
<tr>
<td>8. BC/BS of Illinois</td>
<td>$27,894,082.44</td>
</tr>
<tr>
<td>9. Delta Dental Insurance Company</td>
<td>$23,304,508.56</td>
</tr>
<tr>
<td>10. Sierra Health Services, Inc.</td>
<td>$17,568,234.24</td>
</tr>
<tr>
<td>11. UMR</td>
<td>$12,249,600.00</td>
</tr>
<tr>
<td>12. Regence BlueShield</td>
<td>$9,133,300.80</td>
</tr>
<tr>
<td>13. Hartford Insurance Group</td>
<td>$8,271,829.57</td>
</tr>
<tr>
<td>14. Group Resources Inc.</td>
<td>$5,534,372.88</td>
</tr>
<tr>
<td>15. ConnectiCare, Inc.</td>
<td>$4,128,189.24</td>
</tr>
<tr>
<td>16. CoreSource, Inc.</td>
<td>$3,497,400.00</td>
</tr>
<tr>
<td>17. Blue Cross and Blue Shield of FL Inc</td>
<td>$3,342,621.60</td>
</tr>
<tr>
<td>18. Standard Insurance Company</td>
<td>$2,851,691.62</td>
</tr>
<tr>
<td>19. MetLife Inc</td>
<td>$2,787,969.84</td>
</tr>
<tr>
<td>20. CNIC Health Solutions (TPA)</td>
<td>$2,611,600.56</td>
</tr>
<tr>
<td>22. Regional Care, Inc.</td>
<td>$2,192,400.00</td>
</tr>
<tr>
<td>23. ACE USA</td>
<td>$1,557,162.24</td>
</tr>
<tr>
<td>24. Starbridge</td>
<td>$1,500,000.00</td>
</tr>
<tr>
<td>25. Blue Cross and Blue Shield of Louisiana</td>
<td>$1,348,727.52</td>
</tr>
<tr>
<td>26. Mutual of Omaha Insurance Company</td>
<td>$1,263,721.19</td>
</tr>
<tr>
<td>27. EyeMed Vision Care</td>
<td>$1,244,155.92</td>
</tr>
<tr>
<td>28. ING Life Insurance and Annuity Company</td>
<td>$1,153,051.20</td>
</tr>
<tr>
<td>29. Guardian Life</td>
<td>$1,041,547.68</td>
</tr>
<tr>
<td>30. UNUM</td>
<td>$1,035,448.59</td>
</tr>
<tr>
<td>31. HCC Life Insurance Company</td>
<td>$1,027,580.40</td>
</tr>
<tr>
<td>32. Reliance Standard Life Insurance Company</td>
<td>$831,781.61</td>
</tr>
<tr>
<td>33. Blue Cross and Blue Shield of MA</td>
<td>$746,222.40</td>
</tr>
<tr>
<td>34. Sun Life Financial Group</td>
<td>$723,677.72</td>
</tr>
<tr>
<td>35. American National Insurance Company</td>
<td>$631,170.72</td>
</tr>
<tr>
<td>36. Coventry Health Care Inc</td>
<td>$529,409.04</td>
</tr>
<tr>
<td>37. Lincoln Financial Group</td>
<td>$485,931.58</td>
</tr>
<tr>
<td>38. AFLAC</td>
<td>$412,484.04</td>
</tr>
<tr>
<td>39. United Concordia Insurance Company</td>
<td>$409,633.08</td>
</tr>
<tr>
<td>40. BC/BS of Vermont</td>
<td>$321,900.00</td>
</tr>
<tr>
<td>41. Humana Inc</td>
<td>$224,123.40</td>
</tr>
<tr>
<td>42. Prudential Insurance Co of America</td>
<td>$223,407.96</td>
</tr>
<tr>
<td>43. Right Choice Benefit Administrators</td>
<td>$192,884.40</td>
</tr>
<tr>
<td>44. Assurant Employee Benefits</td>
<td>$128,483.78</td>
</tr>
<tr>
<td>Carriers</td>
<td>Sum of Annual Premium</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>45. USAbLe Life</td>
<td>$116,543.26</td>
</tr>
<tr>
<td>46. ComPsych Corporation</td>
<td>$98,566.44</td>
</tr>
<tr>
<td>47. Lockton (TPA)</td>
<td>$87,975.00</td>
</tr>
<tr>
<td>48. EPOCH</td>
<td>$72,960.00</td>
</tr>
<tr>
<td>49. Hyatt Legal Plans</td>
<td>$63,667.68</td>
</tr>
<tr>
<td>50. Horizon Behavioral Services</td>
<td>$63,317.76</td>
</tr>
<tr>
<td>51. Chubb Group of Insurance Companies</td>
<td>$53,244.00</td>
</tr>
<tr>
<td>52. Discovery Benefits, Inc.</td>
<td>$50,232.00</td>
</tr>
<tr>
<td>53. Always Vision</td>
<td>$45,658.08</td>
</tr>
<tr>
<td>54. Superior Vision Services, Inc.</td>
<td>$43,490.64</td>
</tr>
<tr>
<td>55. M&amp;I Retirement Services</td>
<td>$41,760.00</td>
</tr>
<tr>
<td>56. United Behavioral Health</td>
<td>$41,304.12</td>
</tr>
<tr>
<td>57. Express Scripts</td>
<td>$36,576.00</td>
</tr>
<tr>
<td>58. Wellness Innovations &amp; Nursing Services, LLC</td>
<td>$31,050.00</td>
</tr>
<tr>
<td>59. WageWorks</td>
<td>$30,324.00</td>
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<tr>
<td>60. Planned Benefit Systems (TPA)</td>
<td>$29,106.00</td>
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<tr>
<td>61. Davis Vision</td>
<td>$24,958.20</td>
</tr>
<tr>
<td>62. Dental Source of Missouri and Kansas Inc</td>
<td>$24,696.00</td>
</tr>
<tr>
<td>63. North American Benefits Company</td>
<td>$20,878.92</td>
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<tr>
<td>64. Genesis Employee Benefits, Inc.</td>
<td>$20,700.00</td>
</tr>
<tr>
<td>65. Beneflex (TPA)</td>
<td>$20,130.96</td>
</tr>
<tr>
<td>66. The Taben Group</td>
<td>$18,672.00</td>
</tr>
<tr>
<td>67. Dentafits, Inc. (MGU)</td>
<td>$18,626.40</td>
</tr>
<tr>
<td>68. Cigna Behavioral Health</td>
<td>$18,585.36</td>
</tr>
<tr>
<td>69. MedTrak Services</td>
<td>$16,884.00</td>
</tr>
<tr>
<td>70. Surency Life and Health</td>
<td>$12,758.52</td>
</tr>
<tr>
<td>71. Safeguard Dental &amp; Vision</td>
<td>$9,693.72</td>
</tr>
<tr>
<td>72. Dearborn National Life Insurance Company</td>
<td>$8,799.66</td>
</tr>
<tr>
<td>73. Mines &amp; Associates</td>
<td>$8,217.36</td>
</tr>
<tr>
<td>74. Health Advocate</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>75. New Directions Behavioral Health, L.L.C.</td>
<td>$5,025.91</td>
</tr>
<tr>
<td>76. GeoBlue BCBS</td>
<td>$2,880.00</td>
</tr>
<tr>
<td>77. Premier Access Insurance Company</td>
<td>$2,543.76</td>
</tr>
<tr>
<td>78. First Trust of Mid America</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>79. Kansas City Life Insurance Company</td>
<td>$1,065.60</td>
</tr>
<tr>
<td>80. PetHealth Inc.</td>
<td>$1,044.60</td>
</tr>
<tr>
<td>81. Reuben Warner Associates, Inc. (GA)</td>
<td>$1,035.00</td>
</tr>
<tr>
<td>82. Secure Benefits Systems</td>
<td>$360.00</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$601,292,086.60</strong></td>
</tr>
</tbody>
</table>
3. Provide a current Errors & Omissions Certificate. Also provide any claims presented against you and your carrier within the last five years.

Lockton carries errors and omissions insurance coverage that is commensurate with the nature and scope of its operations.
Health and Welfare Benefits
Health and Welfare Benefits

The heart of your total benefits program is health and welfare coverage. Your employees view healthcare coverage as one of their most essential benefits. Your health and welfare plans can be a key factor in attracting and retaining a top-notch workforce, especially in competitive markets. To help you maintain a high-quality benefit program that gives you the best value for your investment, you need a consultant that can deliver the value, expertise, and exceptional service you desire. That is where Lockton excels.

If selected as the consultant for the City, our approach to your account will be to meet with the management team in charge of your benefits to discuss expectations and priorities related to the benefit plans’ comprehensiveness, cost, and service providers’ performance. This will provide a better understanding and framework for our future activities.

Our Associates have access to a wide variety of providers, carriers, and vendors. You can be assured your Lockton team is up to date and fully trained on the latest plan designs, trends, options, and providers available in the market today. We will serve as your advocate in day-to-day management of your plans, communicating directly with vendors on your behalf.

Our Associates use vast intellectual and technology resources to improve employee satisfaction and cost. We will help your human resources department develop a thorough communication program to convey information throughout your organization. We also have tremendous experience helping clients educate their employees to be savvy healthcare consumers. We will work with you to implement a proactive health risk program that encourages healthier lifestyles, reduces costs, and generates healthier attitudes.

Lockton’s goal is to ensure that the City has a well-developed and clearly defined strategy that can serve as the basis for plan development and management.
LOCKTON COMPLIANCE/HEALTH REFORM ADVISORY PRACTICE

Health Reform Advisory Practice

Our nation’s health system is undergoing fundamental change in the wake of 2010’s federal health reform law. Lockton’s Health Reform Advisory Practice helps clients deal with the uncertainties, track critical issues, and prepare their businesses and employees for what comes next. Lockton’s integrated consulting on health reform helps you understand the potential impact of health reform on your benefit programs and proactively prepare for change.

Key Compliance Issues

Lockton’s Compliance Services supplies clients and the Lockton Associates who serve them with a broad range of compliance-related support for employee benefit issues arising under ERISA, HIPAA, COBRA, the Internal Revenue Code, and other select federal and state statutes and regulations. Lockton’s attorneys, paralegals, and other professionals offer specific recommendations to the City by way of:

- Health reform updates
- WebEx presentations
- Compliance alerts and e-blasts
- Compliance newsletters
- Employer guides
- Calendars and notice matrices
EXCHANGE SOLUTIONS

Marketplaces/exchanges are a new way to find insurance coverage. Employers are considering a variety of approaches to manage costs, remain compliant, and still offer employees the benefits they need to offer to remain competitive.

As a trusted advisor, Lockton brings its expertise, innovation, and market clout to bear, guiding employers through the analysis and decision-making process to ensure that the decisions that are made are best suited to specific employers’ business needs.

HEALTH REFORM—THE BIG PICTURE
EMPLOYEE COMMUNICATIONS

- Annual benefit statements
- Online employee benefit communications
- Employee election materials
- Enrollment/new-hire materials
- Health and wellness education
- Topical education pieces
- Zmags
- Webinars
- Brainshark presentations
- On-site meetings
- Smartphone apps
- GuideSpark

VOLUNTARY BENEFITS

Offering a range of voluntary benefits is an attractive, cost-effective way to provide additional security to your employees and improve retention. Products such as life insurance, short- and long-term disability, critical illness plans, financial planning, college savings, and even legal assistance allow employees to access valuable benefits.

When purchasing voluntary benefits, employees have access to affordable, reduced-cost rates through the City. Often, rates are paid pretax and deducted from the employee’s paycheck, offering more savings and easier participation.
C. REFERENCES. Proposals must include at least six public entities for which the respondent has provided similar services within the past two years and the name and phone number of a person within each entity who is knowledgeable of the respondent’s performance record.
REFERENCES

1
Name of Client: City of North Kansas City, Missouri
Contact Name: Jan Gall, Human Resources Director
Phone Number: (816) 274-6000
Total # of Employees: 275
Lockton Client Since: 2007

2
Name of Client: City of Lenexa
Contact Name: Kristin Crow, Benefits Coordinator
Phone Number: (913) 477-7578
Total # of Employees: 405
Lockton Client Since: 2000

3
Name of Client: City of Mission
Contact Name: Laura Smith, Finance Director
Phone Number: (913) 676-8350
Total # of Employees: 70
Lockton Client Since: 2007

4
Name of Client: City of Independence
Contact Name: Debra Craig, Human Resources Director
Phone Number: (816) 325-7385
Total # of Employees: 1,011
Lockton Client Since: 2009

5
Name of Client: Water District No. 1 of Johnson County
Contact Name: Colleen Browne, Director - HR and Administration
Phone Number: (913) 895-5790
Total # of Employees: 342
Lockton Client Since: 2007
<table>
<thead>
<tr>
<th>Name of Client:</th>
<th>Johnson County, Kansas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name:</td>
<td>Brent Christensen, Assistant Finance Director</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>(913) 715-0566</td>
</tr>
<tr>
<td>Total # of Employees:</td>
<td>2,242</td>
</tr>
<tr>
<td>Lockton Client Since:</td>
<td>1992</td>
</tr>
</tbody>
</table>
GLENN SPIKING
Vice President
Producer
gspiking@lockton.com

Health & Welfare
Employee Benefits

Professional Profile
Glenn is an experienced Producer in the employee benefits field who is committed to providing the best service to his clients. He is responsible for producing and ensuring outstanding service for many progressive, innovative, and complex clients. Glenn's ability to understand the needs of his clients and his hands-on approach of helping guide the overall strategic direction of his clients’ programs has enabled him to establish long-term relationships with each of his clients. Glenn is highly involved in the employee benefits business and has been asked to serve on numerous carrier and industry advisory councils and boards.

Current and Previous Positions
- Lockton Companies
  - Vice President, Producer, Employee Benefits
- CBIZ Benefit & Insurance Services
  - Vice President, Producer
- Tenenbaum & Associates
  - Vice President
- Spiking & Associates
  - President and Owner
- Executive Hills, Inc.
  - Vice President Corporate Services
  - Oppenheimer Industries, Inc.
  - Vice President, Sales & Marketing
- Spiking Ranch
  - Current Owner

Education
- B.S. in economics and business management; University of Missouri, Columbia, Missouri

Professional Affiliation
- Member, Employee Benefit Professional Association (EBPA)

Civic Affiliations
- Visitation Church
- Rose Brooks Center
- American Lung Association
- American Heart Association
- Angel Flight
- Operation Breakthrough
- Harvesters Community Food Network
- Junior Achievement of Middle America
- Board Member, Midwest Ear Institute
Professional Profile
Deb is a dedicated service professional and employee benefits consultant with more than 30 years of experience in the employee benefits field. She joined Lockton Companies in July 2013 as a Unit Manager. Deb is responsible for leading a team of professionals who deliver outstanding services to our clients. Other responsibilities include client retention as well as team training and development.

Deb has extensive experience in assisting benefits clients with customer service needs and consulting services. She was also the benefits director for a large employer and was responsible for assisting more than 2,000 employees.

Deb’s employer and consulting experience gives her a unique perspective on benefit and human resources programs.

Current and Previous Positions
- Lockton Companies
  - Unit Manager
- The Miller Group
  - Account Executive
- USF Dugan
  - Benefits Director

Education
- University of Central Missouri

Professional Affiliations
- Completing Certified Employee Benefit Specialist designation (CEBS) designation

Civic Affiliations
- Big Brothers Big Sisters, Volunteer
- Special Olympics, Volunteer Coordinator
- Knights of Columbus, Volunteer
**Professional Profile**
Stephanie is involved with prospecting, marketing, and implementing new business. She is responsible for the daily service needs of current clients, as well as handling client renewals.

**Current and Previous Positions**
- Lockton Companies
  - Account Manager
- Cretcher Heartland, Inc.
  - Account Coordinator

**Education**
- Marketing, 2008; Kansas State University, School of Business

**Professional Affiliation**
- Currently working toward Health Insurance Associate (HIA)
Health & Welfare

Employee Benefits

MOLLY RICE
AINS
Account Administrator
mrice@lockton.com

Professional Profile
As an Account Administrator, Molly assists the Account Managers in daily responsibilities, prepares reports and presentations, and assists in the daily service of clients.

Current and Previous Positions
- Lockton Companies
  - Account Administrator
- Lockton Affinity
  - Program Support Assistant
- Von Maur
  - Department Manager

Education
- B.A. in textile and apparel management with a minor in business; University of Missouri

Professional Affiliations
- AINS 21—2012
- AINS 23—2013

Civic Affiliations
- BOTAR
- Operation Breakthrough
- Food Pantry
- Mission Sew
- United Way
Our Mission

To be the worldwide value and service leader in insurance brokerage, employee benefits, and risk management

Our Goal

To be the best place to do business and to work

www.lockton.com