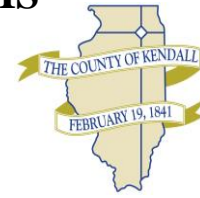


**COUNTY OF KENDALL, ILLINOIS
ADMIN HR COMMITTEE**

**REMOTE MEETING AGENDA
Monday, June 1, 2020 at 5:30p.m.**



- 1. Call to Order**
- 2. Roll Call:** Elizabeth Flowers (Chair), Scott Gengler, Judy Gilmour, Matthew Prochaska, Robyn Vickers
- 3. Approval of Agenda**
- 4. Department Head and Elected Official Reports**
- 5. Public Comment**
- 6. Committee Business**
 - Approval of Agreement with The Horton Group for Health Insurance Brokerage Services from 7/1/2020 to 7/1/2023
- 7. Executive Session**
- 8. Items for Committee of the Whole**
- 9. Action Items for County Board**
- 10. Adjournment**

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630- 553-4171, a minimum of 24-hours prior to the meeting time



Appendix B

HORTON

Provide desired contract length and Proposer compensation for broker services.

Service Categories	Compensation Structure
<p>Services include Strategic Planning and Market Insight Capabilities; Financial & Benefit Analytics; Human Resource Services & Employee Assistance; Human Resource Communications & Administration, Compliance Oversight; Workplace Wellness</p> <p>Lines of Coverage</p> <ul style="list-style-type: none"> • Medical & Rx • Dental • Life • Voluntary Life • Voluntary Critical Illness • Voluntary Accident • Vision • New programs like retiree carve-out (if applicable) <p>Services</p> <ul style="list-style-type: none"> • Horton Wellness Advisory Solutions 	<p><i>Year 1:</i> \$3,350 per month billed monthly</p> <p><i>Year 2:</i> \$3,517 per month billed monthly</p> <p><i>Year 3:</i> \$3,693 per month billed monthly</p> <p>-----</p> <p>Standard carrier commissions apply and are fully disclosed</p> <p>-----</p> <p>Included</p>

Strategic Planning & Market Insight Capabilities	Included
<p>Because of our multifaceted involvement in Health Care, we are proud of the insight we can bring to the Board Room for intermediate and long-term planning in the following areas:</p> <ul style="list-style-type: none"> • Benefit Philosophy Development • Health Care Reform (ACA) Impact Study: Compliance and Tax Impacts • Market Trends and Forecasting • Benchmarking Analytics: Benefit Design, Cost Sharing & Claims • Cost Containment Strategies • Contribution Cost Share Strategies, including • Eligibility Management: Working Spouse Carve-Out Provision, Medicaid, COBRA Eligible Outplacement & Eligibility Audits • Private Health Insurance Exchange Options • High Deductible Health Plan (HDHP) Strategies, including Transparency Tools • Voluntary Worksite Benefit Strategies, including HDHP Gap Planning • Worksite Wellness / Safety Programs • Alternate Funding Techniques (Self-Funding & Captives) • Alternative Networks (Narrow Networks) • Pharmacy Strategies 	<p><i>Our initial discovery is an assessment of Kendall County's existing plan performance and working with the leadership team to establish a 3-5 year outlook/strategy.</i></p>

Financial & Benefit Analytics	Included
<p>Report Plan Performance – Quarterly Aggregate Reporting</p> <ul style="list-style-type: none"> • Report is delivered by the 25th – 30th of each month, e.g., March month-end is delivered between April 25th – April 30th. • Overall Plan Performance • Plan Costs vs. Expected vs. Maximum (per capita) • Industry or carrier benchmarks (where available) • Key Performance Indicators • High-Cost Claimants <p>Ongoing Assessment & Reporting Capabilities</p> <ul style="list-style-type: none"> • Review Benefit Plan Strategy • Executive Healthcare Summary – (Provided 2x Per Year) • Plan Performance & Financial Benchmarking • Big Data Analysis - Decision Master Warehouse or Carrier Equivalent • Mid-Year Renewal Forecast • Plan Design Benchmarking and Analytics • Renewal Forecasting and Suggested Plan Alternatives, e.g., plan design, employee cost sharing, product, carrier, network • Provider Network Utilization - Discount Analysis • Contribution Modeling and ACA Compliance • Medical Utilization Containment Strategies • Rx Utilization and Containment Strategies • PBM Carve Out and Supplement Analysis • Shock Claim Review • Actuarial Evaluation of Plan Designs using HHS AV Calculator (1x Per Year) 	
Planned On-Site Meetings	Included
<p>Initial Discovery Meetings</p> <ul style="list-style-type: none"> • Our initial discovery is an assessment of The Kendall County’s existing plan performance and working with the leadership team to establish a Benefit Philosophy, including a 3-5 year outlook/strategy. <p>=====</p> <p>After Q1 – Plan Performance & Post Renewal Results</p> <p>After Q2 – Plan Performance & Pre-Renewal Strategy Meeting</p> <p>After Q3 – Plan Performance & Renewal Meeting</p> <ul style="list-style-type: none"> • Prepare RFPs to Analyze and Compare Market • Negotiate Renewals and Market Pricing with Carriers/Vendors • Present Findings and Market Analysis • Contribution Cost Share Modeling <p>After Q4 - Plan Year End</p>	

<ul style="list-style-type: none"> • Executive Healthcare Cost Analysis - year-end closeout showing plan performance plus <ul style="list-style-type: none"> • Big Data Analysis - Decision Master Warehouse Report: Medical & Rx • Demographic Review • Plan Costs vs. Expected vs. Maximum (per capita) • Industry or carrier benchmarks (where available) • Plan administrative costs (per capita) • High-cost claimants • Utilization by service type (professional, in-patient, out-patient, pharmacy and specialty pharmacy) • Office visits per thousand • Emergency room visits per thousand and cost • Medical diagnostic categories • Top 10 pharmacy charges • RX review – generic, mail order, specialty drug usage • Year-end summary of plan and contribution changes • Year-end summary of member migration and analysis of cost impact • Utilization Containment Strategies • ThinkHR Utilization Report <p>Wellness Screening Reports (If Applicable)</p> <ul style="list-style-type: none"> • Wellness Screening Summary and Forecast • Horton Health Initiatives Integration Report 	
<p>Additional Services – Financial</p>	<p>Not Included</p>
<p>Third Party Services if needed</p> <ul style="list-style-type: none"> <input type="checkbox"/> Actuarial Services (Beyond HHS AV Calculator Evaluation) <input type="checkbox"/> Subrogation Services <input type="checkbox"/> Claim Audits 	<p><i>Additional cost is directly from the selected vendors</i></p>
<p>Human Resource Services & Employee Assistance</p>	<p>Included</p>
<p><u>Eligibility Management Assistance</u></p> <ul style="list-style-type: none"> • Determining Full-Time Status • Developing Participation Guidelines: Working Spouse Waiver Rules, Eligibility • Documentation Requirements • Contribution Strategies <p><u>Employer Services:</u></p> <p>Claims, Billing, Eligibility Assistance and Benefit Education & Communication</p> <ul style="list-style-type: none"> • <u>Designated</u> Horton Employee Claims Advocate for Kendall County • Healthcare Literacy • Benefit Alerts 	

<ul style="list-style-type: none"> • Compliance – Legislative Alerts • Horton Health Initiatives Newsletter <p>HR Benefits Portal – ThinkHR Hotline for questions 8 am – 7 pm CST</p> <ul style="list-style-type: none"> • Train the Trainer Seminars • HR-related articles • Access to a community of HR Professionals <p>Horton Learning Center</p> <ul style="list-style-type: none"> • Employee Focused “Know Your Benefits” and “Consumerism” Education • Assurex Global / Horton Webinars • Horton Future Forum Seminars 	
<p>Human Resource Communications & Administration</p>	
<p><u>Employee Benefit Communications and Services:</u></p> <ul style="list-style-type: none"> • Webcast & On-Site Open Enrollment Meetings • Custom PowerPoint Presentations • Benefit Summary Guide Design • Custom Employee Compensation Benefit Statements • Video Benefit Tutorials & Video Benefit Library <p><i>On-site Open Enrollment Meetings will be discussed and agreed to in advance no later than the Q3 renewal meeting to accommodate 4th quarter scheduling.</i></p>	<p><i>Included</i></p> <p><i>Additional costs for printing, shipping or mailing, is direct from the selected vendor(s).</i></p>
<p>Compliance Oversight</p>	
<p>Help Kendall County with the following compliance items:</p> <ul style="list-style-type: none"> • Model Notices (such as Medicare Part D Credible Coverage, CHIPRA, etc.) • FSA / H.S.A. Programs • Section 125 (Pre-Tax) • Affordable Care Act (ACA) • Employer Mandate - 1095 and 1094 Reporting • Plan Document and Group Policy/SPD/Certificate Review • SPD Wrap Document (outside service) • Agency Engagement in Health Care Legislation on State and Federal Level • FMLA • PCORI Tax Calculation and filing instructions • Reinsurance Tax Calculation and filing instructions • HIPAA & HIPAA Privacy • COBRA Administration (outside service) 	<p><i>Included</i></p> <p><i>Additional costs from selected vendor(s), providing an F.S.A., or H.S.A. Bank are not included.</i></p>

Workplace Wellness	Included
<p>Initial Workplace Wellness Assessment</p> <p>Define Key Objectives & By-laws</p> <ul style="list-style-type: none"> • Three Year Strategic Plan Timeline • Incentive Contribution Modeling • Organize and Initiate Wellness Committee • Health Improvement Incentive Options • Employee Wellness Communication: Materials and Meetings <p>Help Implement The Fundamentals</p> <ul style="list-style-type: none"> • Health Assessment • Health Management Education • Engage Activities • Develop Incentives and Rewards <p>Wellness Screening Reports</p> <ul style="list-style-type: none"> • Wellness Screening Summary and Forecast • Horton Health Initiatives Integration Report 	
Additional Services – Wellness	Included
<p>Help Schedule and Organize:</p> <p>Health and Wellness Related Programs:</p> <ul style="list-style-type: none"> • Biometric Screenings • Flu Shots (these costs vary by participation but can be paid by the plan) • BMI / Tanita Scale Readings • Stroke Screening • Learn at Lunch Seminars • Health Coaching • Nurse Hot Line • Doctor On Site • EAP Services 	<p><i>Any additional costs are directly from the selected vendor(s) for their services. For example, a screening vendor will bill Kendall County directly for these negotiated services.</i></p>
Additional Expertise Available Through Horton	Included
<p>WORKSITE - Voluntary Benefits</p> <p>The Horton Group helps organizations improve morale and free up staff by offering well-designed, optional products such as individual life, short-term and long-term disability, supplemental vision, dental and high deductible health plan gap plans including, critical illness and accident insurance.</p>	<p><i>Standard carrier commissions apply</i></p>

<p>Personal Lines</p> <p>Horton Personal Insurance helps business owners, key executives and employees protect their homes, automobiles, watercraft and more. Services include annual detailed coverage reviews and programs designed for high-net-worth individuals.</p>	<p><i>Standard carrier commissions apply</i></p>
<p>Property & Casualty / Risk Management Services</p> <p>Horton Risk Management Services provides property, general liability, automobile, excess liability, workers' compensation, employment practices liability, crime, fiduciary liability, professional liability and directors and officers insurance as well as many other products in a variety of industries.</p>	<p><i>Negotiated fees or standard carrier commissions apply</i></p>
<p>Safety Consulting and Loss Control</p> <p>From employee orientation and training to job site inspections, Horton helps contractors and other commercial clients manage claims, facilitate appropriate return-to-work programs and incorporate safety into every aspect of their business operation.</p>	<p><i>Negotiated fees – typically an hourly billed rate</i></p>
<p>Financial Wellness</p> <p>By partnering with HPM Partners, Horton has deepened our resources to include ERISA expertise and can assist organizations with their retirement services to maximize the organization's fiduciary protection, eliminate personal liability and hidden conflicts of interest while making a difference in the financial lives of their employees. There are three key pillars to our service platform: Fiduciary Oversight, Investment Advisory, Financial Wellness Coaching & Ongoing Plan Review.</p>	<p><i>Negotiated fees or standard vendor basis points apply</i></p>

Fee Agreement

This Agreement is made this 1st day of July, 2020, between **KENDALL COUNTY, ILLINOIS**, a unit of local government with its principal office located at **111 West Fox Street, Yorkville, IL 60560** hereinafter referred to as the “Client”, and THE HORTON GROUP, INC. of 10320 Orland Parkway, Orland Park, IL 60467 hereinafter referred to as “Horton”.

WHEREAS, Horton, together with its affiliated entities (its “Affiliates”), operates insurance agencies and related businesses which procure numerous lines and types of insurance products and provide various related services to accounts located throughout the areas of the United States in which Horton and such Affiliates may operate, from time to time; and

WHEREAS, the Client desires to engage Horton to provide certain benefit services in exchange for the fees as outlined in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The term of this Agreement shall commence as of July 1, 2020, and shall remain in effect until July 1, 2023, unless earlier terminated as hereinafter provided.
2. Complete fee structure by insurance policy and service category is illustrated in the attached Fee-Based Pricing Proposal (the “Fee”). The Fee shall be compensation for the services performed by Horton in the attached Fee-Based Pricing Proposal.

The Brokerage Services monthly fee set forth in Appendix B shall be earned and paid on a monthly basis in which services are performed by Horton. Horton will issue an invoice to Client on, before or around the 1st of each month under the Agreement starting on July 1, 2020. Payment shall be made by the Client in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 5050/1 et seq.).

3. The Fee is in addition to standard agent commissions normally paid to Horton by the Vision, Voluntary Critical Illness and Voluntary Accident insurance carriers involved. Should Client add additional voluntary, supplemental, retiree programs, or the life, the Fee would be in addition to standard agent commission normally paid to Horton by the related insurance carriers.

The Fee is in lieu of standard agent commissions normally paid to Horton by the Medical/RX, Dental, Life and Voluntary Life insurance carriers involved.

Horton may receive additional compensation from the insurance companies or vendors, including wellness partners, in the forms of, including but not limited to, contingent commission or bonus commission. Upon request, Horton is pleased to disclose all compensation amounts as well as any other contingent or similar agreements that may be in place.

4. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. It is understood that this Agreement is open to review at any time by either party, but this Agreement may not be modified except in writing acknowledged by both Client and Horton. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other party. Either party may terminate this Agreement at any time by providing at least ninety

Fee Agreement

(90) calendar days advance written notice to the other party. In the event this Agreement is terminated early by either party, all unearned amounts of the Fee previously paid to Horton will be refunded to the Client based on a pro rata calculation on the effective date of termination. So, for example, if Client paid the first 90 days of the Fee, and Client terminated the agreement on the 76th day after the parties execution of the Agreement, Horton would refund to Client the pro rata share of its unearned Fee, which would be the equivalent of 15 days of the Fee.

5. This Agreement covers only those specifically listed services set forth in Appendix B and the Client's current level of underlying operations. In the event the Client increases or alters its operations in such a way that substantially and materially expands the scope of services set forth in Appendix B, any extra fees for such additional services requested or required by the Client shall be separately negotiated and must be pre-approved in writing by the Client.
6. (a)
 - I. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions, which can be given effect without the invalid provision. The Parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
 - II. Horton shall indemnify, hold harmless and defend the counsel of Client's own choosing, Client, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgements, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature to the extent such claims result from the professional negligence of Horton and/or Horton's Affiliates. Nothing contained herein shall be construed as prohibiting the Releasees at its own expense from defending through the selection and use of their own agents, attorneys and experts, any claims suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees unless the attorney has been approved by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Horton's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.
 - III. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Client is required to take legal action to enforce performance at any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Client is required to use the services of an attorney, then Client shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by Client pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

Fee Agreement

- IV. Client and/or Horton's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- V. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or courier service and received in the case of notice to Client, Attention: Kendall County Clerk, 111 West Fox Street, Yorkville, IL 60560, with a copy sent via regular mail to Kendall County State's Attorney, 807 West John Street, Yorkville, IL 60560. And, in the case of Horton, to: BFKPN Corporate Services, Inc., 200 West Madison Street Suite 3900, Chicago, IL 60606, with a copy sent via regular mail to: Dan Horton, The Horton Group, Inc., 10320 Orland Parkway, Orland Park, IL 60467.

(b)

- I. Horton and its Affiliates agree to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required to conduct business in the state, municipality, county and location.
- II. Horton, its officers, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- III. Horton certifies that Horton, its parent companies, subsidiaries, and Affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/3E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 830 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act). Horton further certifies by signing the Agreement that Horton, its parent companies, subsidiaries and Affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.: and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Horton made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent or employee of the company been so convicted nor made such an admission.
- IV. Both parties affirm that Client's elected officials do not have a direct or indirect pecuniary interest in Horton, its Affiliates or in this Agreement, or, if any of the Client's elected officials do have a direct or indirect pecuniary interest in Horton, its Affiliates or in this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

Fee Agreement

KENDALL COUNTY

THE HORTON GROUP, INC.

By: _____

By: *Kenneth Olson*

Name: _____

Name: Kenneth Olson

Its: _____

Its: Division President

Date: _____

Date: 5/7/20

The Horton Group is an Equal Employment Opportunity Employer