

# EXHIBIT

## "A"

### **CITY OF ROUND ROCK PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR GROUP HEALTHCARE CONSULTANT SERVICES WITH HOLMES MURPHY & ASSOCIATES, INC.**

THIS AGREEMENT for Group Healthcare Consultant Services (the "Agreement") is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (hereinafter referred to as "City"), and HOLMES MURPHY & ASSOCIATES, INC., whose offices are located at 12712 Park Central Drive, Suite 100, Dallas, TX 75251 (hereinafter referred to as "Consultant").

#### **RECITALS:**

**WHEREAS**, City sponsors various health and welfare plans (hereinafter referred to as the "Plans") as employee benefits for its employees; and

**WHEREAS**, City desires to contract for Consultant's assistance in providing advisory services and reports to the City in connection with the Plans; and

**WHEREAS**, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder;

#### **NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

#### **1.01 EFFECTIVE DATE, DURATION, AND TERM**

- A. This Agreement shall be effective on the date upon which the binding signatures of both parties are affixed (hereinafter referred to as the "effective date"), and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.
- B. The term of this Agreement shall be for sixty (60) months from the effective date.
- C. City reserves the right to review the Consultant's performance at any time during the term of this Agreement, and may elect to terminate this Agreement with or without cause or may elect to continue.

#### **1.02 SCOPE OF WORK**

- A. The services which are the subject matter of this Agreement are fully described in the attached Exhibit "A," and are specifically found on pages nine (9) through fourteen (14) in "3. Scope of Services" (hereinafter referred to as "Scope of

Work”). The attached Exhibit “A” is incorporated herein by reference for all purposes as though recited verbatim.

- B. Consultant shall satisfactorily provide all services and deliverables described under the referenced Scope of Work within the contract term specified in Section 1.01. Consultant shall perform its services in a professional and workmanlike manner.
- C. Consultant’s undertakings shall be limited to performing services for the City and/or advising the City concerning those matters on which Consultant has been specifically engaged set forth in Exhibit “A,” however, either party may make written requests for changes to the Scope of Work. To be effective, a change to the Scope of Work must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described in Section 1.05 hereof.

### **1.03 CONSULTING FEE**

- A. The consulting fee in this Agreement is fully described in the attached Exhibit “A,” and is specifically found “4: Fees” on pages fourteen (14) through fifteen (15) of this Agreement. In consideration for the services to be performed by Consultant, City agrees to pay Consultant the sum of **Seventy-two Thousand and No/100 Dollars (\$72,000.00)** per year to be paid proportionately over each twelve (12)-month period.
- B. Included in the sum described in 1.03 A. above, Consultant shall provide GASB Valuation services as described on page fourteen (14) of Exhibit “A.”
- C. The consulting fee recited herein for services shall be firm for the duration of the initial term of this Agreement, and shall be firm for the duration of the Agreement.
- D. No reimbursement for travel expenses or any other costs whatsoever are authorized hereunder.

### **1.04 TERMS OF PAYMENT**

- A. To receive payment, Consultant shall prepare and submit detailed monthly invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for professional services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

- B. Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.
- C The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 1.06 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law.

#### **1.05 SUPPLEMENTAL AGREEMENT**

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

#### **1.06 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Consultant will be made within thirty (30) days of the date the City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the goods or services, whichever is later. Consultant may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the

service performed that causes the payment to be late; or

- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

#### **1.07 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may effect such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

#### **1.08 RESPONSIBILITIES OF CITY**

- A. City acknowledges and understands that the responsibilities for administering the Plans and for carrying out provisions of the Plans rest with the Plan Administrators, as that term is defined in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); and City acknowledges that Consultant shall not serve as the Plan Administrator but shall, subject to direction from City, perform services as are enumerated in this Agreement.
- B. City acknowledges that it retains complete and final discretionary authority, responsibility, and control regarding policy, interpretations, practices, procedures, administration and compliance of Plans; City recognizes that Consultant is not a fiduciary, as defined in ERISA, under this Agreement, and that Consultant shall not perform any service which would cause it to be a fiduciary of any Plan; and City acknowledges that it is the Plan Sponsor, Plan Administrator, and Named Fiduciary as those terms are defined in ERISA.
- C. City acknowledges and agrees that nothing contained in this Agreement shall be construed so as to obligate Consultant in any way with respect to any state, federal or other filings due on or before the effective date of this Agreement. If City requests that Consultant prepare and complete delinquent filings, City acknowledges that such services would be outside of the Scope of Services of this Agreement and payment for same would be on terms and conditions negotiated by the parties separate and apart from this Agreement.
- D. City acknowledges that this Agreement shall not be deemed a contract of insurance under any laws or regulations; City acknowledges its understanding that Consultant does not insure, guarantee or underwrite the liability of City under the

Plans; and City acknowledges that City has total fiduciary responsibility under the Plans and has responsibility for all expenses incidental to the Plans.

- E. City acknowledges and understands that Consultant is not a law firm and is not authorized to provide nor engaged in providing legal services; City acknowledges that matters for which Consultant may advise City might involve the application of federal, state, local, and in some instances foreign laws; and City acknowledges that Consultant has disclaimed any responsibility for advising City concerning the proper legal interpretation or application of laws affecting the matters for which City has engaged Consultant.
- F. City shall maintain current and accurate eligibility and coverage records for the Plans, verify participant eligibility, and submit information timely at Consultant's request.
- G. City shall resolve all Plan ambiguities and disputes relating to the Plan eligibility of a Plan participant, Plan coverage, or any other Plan interpretation questions.
- H. City shall provide Consultant with copies of any minor revisions, changes or amendments to the Plans within fifteen (15) working days of the effective date of such changes. However, for any proposed amendments to the Plans which would have a material impact on the services to be provided under this Agreement, City agrees to provide Consultant with copies of such proposed amendments to the Plans at least ninety (90) days prior to their adoption. If it is determined that any such Plan amendments materially impact the services to be provided hereunder, then Consultant shall notify City within sixty (60) days following receipt of the amendments of any impact such changes would have on the services to be provided under this Agreement. The parties agree to then enter into good faith negotiations regarding any changes to this Agreement necessitated by the Plan amendments. In the event the parties are unable to agree as to any such changes, then either party may be eligible to terminate this Agreement in accordance with applicable provisions herein.
- I. City shall provide and timely distribute all notices and information required to be given to Plan participants, maintain and operate the Plans in accordance with applicable federal and state laws, maintain all recordkeeping, and file all forms relative thereto pursuant to any federal, state or local law unless this Agreement specifically assigns such duties to Consultant.
- J. City shall pay all taxes, licenses, and fees levied, if any, by any local, state, or federal authority in connection with the Plans.
- K. City warrants and represents that the only entities that participate or will participate in the Plans are in City's "control group" as the term is used in ERISA.

- L. City shall maintain responsibility for the accuracy and timeliness of all Plan records, and shall act as the sole authority to communicate with Plan participants.
- M. City shall timely provide Consultant with such information as Consultant may reasonably require for it to perform services under this Agreement; and City shall deliver such information to Consultant within reasonable time frames.

#### **1.09 INDEPENDENT CONTRACTOR STATUS**

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

#### **1.10 CITY'S DESIGNATION OF AUTHORIZED REPRESENTATIVE**

The City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Tyler Jarl, Benefits Manager  
231 East Main Street  
Round Rock, TX 78664  
[tjarl@roundrocktexas.gov](mailto:tjarl@roundrocktexas.gov)  
(512) 341-3143

## **1.11 CONFIDENTIALITY; AND MATERIALS OWNERSHIP**

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief.

Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Neither the City nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement; and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement.

#### **1.12 WARRANTIES**

Consultant represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein, and Consultant warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. City's remedy for breach of the above warranty shall be the satisfactory re-performance of Consultant's services or as otherwise provided herein.

#### **1.13 TERMINATION; DEFAULT**

**Termination:** It is agreed and understood by Consultant that the City may terminate this Agreement for the convenience of the City, upon written notice to Consultant, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the City and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.



Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

**Default:** Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

#### **1.14 INDEMNIFICATION**

Consultant and the City each agree to indemnify, defend and hold harmless the other from and against amounts payable under any judgment, verdict, court order or settlement for death or bodily injury or the damage to or loss or destruction of any real or tangible property to the extent arising out of the indemnitor's negligence in the performance of this Agreement and to the fullest extent permitted by law.

Consultant agrees to indemnify, defend and hold harmless the City from and against any and all amounts payable under any judgment, verdict, court order or settlement for Third Party claims of infringement of any trade secrets, copyrights, trademarks or trade names alleged to have occurred and arising from the deliverables provided by Consultant to the City in connection with the performance of this Agreement. Should the City's use of such deliverables be determined to have infringed, Consultant may, at its option: (i) procure for the City the right to continue using such deliverables provided or (ii) replace or modify them to make their use non-infringing while yielding substantially equivalent results. If neither of the above options is or would be available on a basis that is commercially reasonable, then Consultant may terminate this Agreement, the City shall return such deliverables provided, and Consultant will refund to the City the fees paid for the deliverables provided. This infringement indemnity does not cover claims arising from the combination of such deliverables with products or services not provided by Consultant; the modification of such deliverables by any person other than Consultant; deliverables complying with or based upon (1) designs provided by or at the direction of the City

or (2) specifications or other information provided by or at the direction of the City; or use of systems, materials or work performed in a manner not permitted hereunder or by another obligation of the City to Consultant.

The indemnities in this section are contingent upon: (1) the indemnified party promptly notifying the indemnifying party in writing of any claim which gives rise to a claim for indemnification hereunder; (2) the indemnifying party being allowed to participate in the defense and settlement of such claim; and (3) the indemnified party cooperating with all reasonable requests of the indemnifying party (at the indemnifying party's expense) in defending or settling a claim. The indemnified party shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel.

#### **1.15 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

#### **1.16 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Consultant verifies that Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

#### **1.17 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (1) When delivered personally to recipient's address as stated herein; or
- (2) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

**Notice to Consultant:**

Holmes Murphy & Associates, Inc.  
12712 Park Central Drive, Suite 100  
Dallas, TX 75251

**Notice to City:**

City Manager, City of Round Rock  
221 East Main Street  
Round Rock, TX 78664

**AND TO:**

Stephan L. Sheets, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

**1.18 APPLICABLE LAW; ENFORCEMENT AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of Texas.

**1.19 DISPUTE RESOLUTION**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually selected mediator. If the parties cannot agree on a mediator, the City shall select one mediator and Consultant shall select one mediator and those two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

The City and Consultant hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

**1.20 FORCE MAJEURE**

Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure,

delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

Consultant shall not be deemed to be in default of its obligations to the City if its failure to perform or its substantial delay in performance is due to the City's failure to timely provide requested information, data, documentation, or other material necessary for Consultant to perform its obligations hereunder.

#### **1.21 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **1.22 STANDARD OF CARE**

Consultant represents that it is specially trained, experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner acceptable to the City and according to generally accepted business practices.

#### **1.23 GENERAL AND MISCELLANEOUS**

The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_


**For City, Attest:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

**Holmes Murphy & Association, Inc.**

By:  \_\_\_\_\_  
Printed Name: DEN BISHOP  
Title: PRESIDENT  
Date Signed: 3/12/2019



We're for you.

***City of Round Rock***  
Group Healthcare Consultant Services  
2/20/2019

12712 Park Central Drive, Suite 100  
Dallas, TX 75251  
214-265-6320 | 800-882-5949  
[www.holmesmurphy.com](http://www.holmesmurphy.com)

**Exhibit "A"**



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Thank you again for selecting Holmes Murphy & Associates, Inc. (Holmes Murphy) as a strategic partner for the City of Round Rock (CORR).

We believe that Holmes Murphy is uniquely positioned to assist CORR in achieving improved performance for your benefit products through our professional advisory services. We are proud of our eight-year relationship with the City and are honored to be your partner. Over the past ten years, our team has worked with over 60 public entities, predominantly municipalities, in Texas. Holmes Murphy will continue to work with you to develop a comprehensive multi-year program strategy coupled with implementation, refinement, and adaptation to achieve meaningful financial and health improvement of your benefit programs in this ever-changing benefits landscape.

Holmes Murphy is comprised of talented individuals from a variety of distinctly specialized backgrounds. Most of our employees left their previous organizations to work in an environment that provides them with freedom to leverage their talents in providing industry-leading innovation and solutions to our clients. Previous employers include many of the large national consulting houses and national health plans, as well as Fortune 500 companies. This collaboration offers CORR the best of both worlds: a local focus with a national presence.

Holmes Murphy's specialized backgrounds, talent, and creativity have provided us with tremendous industry visibility and influence. *We are the only firm in the country to have representatives from one office who serve on the national consultant advisory boards of each of the three largest national health plans.* The Holmes Murphy team's goal is to provide best in class experience, resources, service, and technology. You will also find that our pricing accurately reflects our exceptional service level. At the end of the day, it is about delivering the right advice at the right time so the City can make informed decisions to achieve optimal results.

The primary representatives from the Holmes Murphy Team will be:

David Gibson  
Vice President  
Holmes Murphy & Associates, Inc.  
12712 Park Central Drive, Suite 100  
Dallas, TX 75251  
214-232-7856 (cell)  
[dgibson@holmesmurphy.com](mailto:dgibson@holmesmurphy.com)

Morgan Young  
Vice President  
Holmes Murphy & Associates, Inc.  
12712 Park Central Drive, Suite 100  
Dallas, TX 75251  
214-232-7856 (cell)  
[myoung@holmesmurphy.com](mailto:myoung@holmesmurphy.com)

You will find within our scope of work document a number of deliverables to include, but not limited to, assisting the City with:

- Developing actuarial sound funding and contribution strategy in harmony with overall benefits objectives and long-term strategy
- Analyzing active and retiree populations in whole and part and the relative impact to the plan
- Evaluating and implementing retiree solutions that achieve both short and long-term objectives of the City, while being mindful of overall plan performance
- Assisting in the ongoing performance review and enhancement of the City's clinic
- Marketing, negotiating, and implementing appropriate vendor partners for the City
- Providing ongoing management and oversight of vendor relationships, issue resolution, and plan performance.





Our commitment to CORR is to continually exceed your expectations and be your most trusted advisor and partner. We very much look forward to a continued partnership with the City aggressively managing all facets of your benefit programs to achieve lower trend and overall spend.

Please do not hesitate to contact us with any questions.

Sincerely,

David Gibson  
Vice President



## 1: FIRM OVERVIEW – HOLMES MURPHY & ASSOCIATES, INC.

Company founder Max L. Holmes was an optimist and an idealist. In 1932, at the height of the Great Depression, he opened his own insurance agency in Des Moines, Iowa. Holmes determined that hard work and dedicated customer service would sustain his business. Within a decade, the Max L. Holmes Agency was known as an authority in the property and casualty insurance field.

J. Raymond Murphy Jr., a former member of The University of Iowa's famous Ironmen football team of 1939, joined the agency as a salesman in 1948. By 1951, Murphy had become a partner in the firm, which then operated under the name of Holmes Murphy.

During the 1950s, Holmes Murphy broadened its base. The company became proficient in bonding and construction insurance. And in connection with the Iowa State Bar Association, Holmes Murphy provided a benefits package designed for the law association. By the end of this decade, the company launched the development of its Employee Benefits department, which has become an integral part of our business.

We are among the 22 largest independent premier risk-management and insurance-brokerage firms in the United States, and are ranked in the top 10 largest private Consulting Firms, which gives us the negotiating power to work with the best carriers to ensure you with a quality, customized plan. However, we offer the same personalized, local feel that you might find with a smaller insurance brokerage with our 17 branch locations across the United States and over 6,000 customers. The company was founded and is still headquartered in Des Moines, Iowa and we have 17 offices throughout the country.



*Des Moines, Iowa*  
3001 Westown Parkway  
West Des Moines, IA 50266

*Sioux Falls, South Dakota*  
5120 South Solberg Avenue  
Sioux Falls, SD 57108

*Cedar Rapids, Iowa*  
500 1st Avenue NE, Suite 300  
Cedar Rapids, IA 52401

*St. Louis, Missouri*  
7777 Bonhomme Avenue, Suite 2300  
St. Louis, MO 63105

*Peoria, Illinois*  
5006 N Glen Park Place  
Peoria, IL 61614

*Dallas, Texas*  
12712 Park Central Drive  
Dallas, TX 75251

*Overland Park, Kansas*  
6300 West 143rd Street, Suite 200  
Overland Park, KS 66223

*Madison, Wisconsin*  
10 East Doty Street, Suite 800  
Madison, WI 53703

*Davenport, Iowa*  
249 Research Parkway, Suite 220  
Davenport, IA 52806

*Oklahoma City, Oklahoma*  
211 North Robinson, Suite 1900  
Oklahoma City, OK 73102

*Scottsdale, AZ*  
14850 N. Scottsdale Road, Suite 280  
Scottsdale, AZ 85254

*Omaha, Nebraska*  
2637 South 158th Plaza, Suite 200  
Omaha, NE 68130



Holmes Murphy has approximately 950 employees, with over 200 employee benefits professionals nationwide. The pool of talent and resources available to CORR in our Dallas office include but is not limited to:

- 3 Actuaries
- 4 Analysts
- 10 Reporting Analysts
- 5 Communication Specialists
- 5 Call Center Support Personnel
- 30 Clinical/Wellness Consultants
- 110 Support Staff
- 35 Senior Benefits Advisors

Ultimately, it is the responsibility of both David Gibson and Rob Madden to ensure all available resources are utilized effectively for the City (please see team responsibilities and roles on page 7).

Holmes Murphy and Associates, Inc. is able to advise on a variety of medical plans, voluntary products, retiree medical, and other employee benefits plans from carriers and vendors across the United States. We specialize in evaluating, negotiating with, and recommending insurers and providers to our clients, and we employ rigorous selection criteria and performance objectives when considering a vendor.

HMA also offers a variety of other Professional Services, including claims data analysis services, plan administration and legislative compliance assistance, custom communication services, technology-based human resources tools, and access to specialized pharmacy benefits expertise.

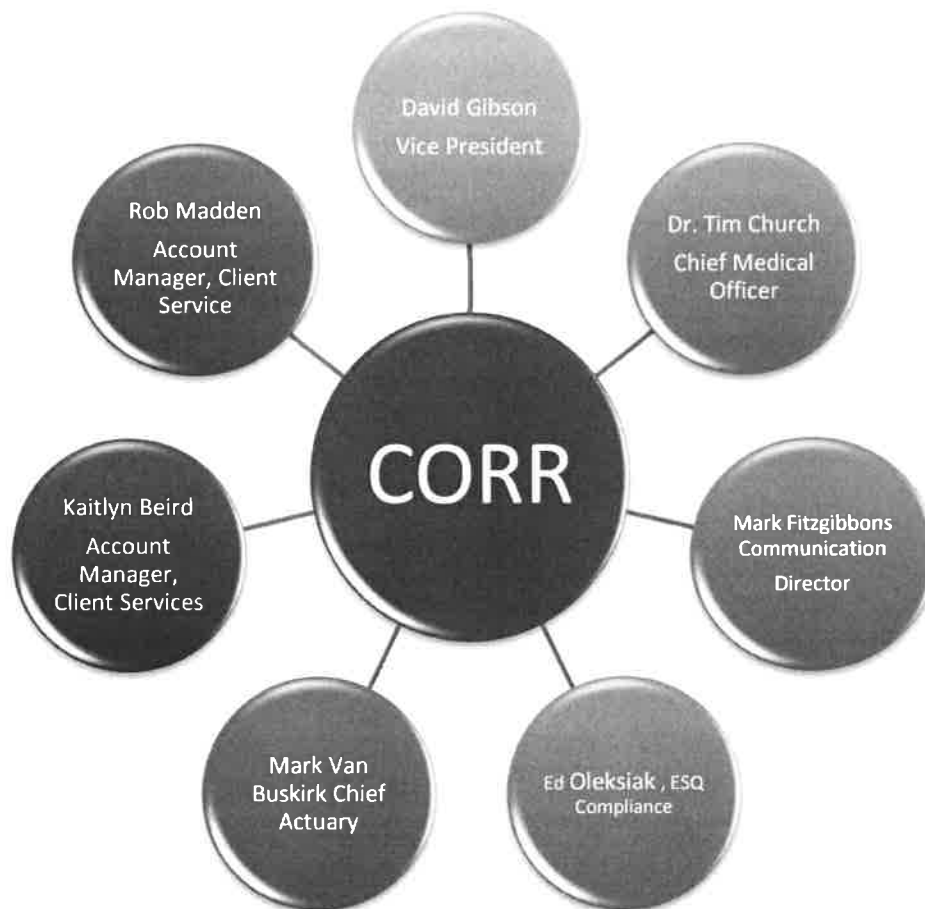
EMPLOYEE BENEFITS SERVICES		
<u>Strategy</u>	<u>Administrative Support</u>	<u>Vendor Negotiations</u>
Budget monitoring Plan design analysis Trend analysis Network efficiency Benchmarking Contribution strategy Managed care analysis Actuarial support Formal strategy meetings Annual planning sessions Customized Communication	Dedicated service team Vendor oversight Problem resolution Open enrollment process Legal & compliance support Vendor audits Claims resolution Eligibility management Call center support HR benefits portal Wellness system Disease mgmt programs	Renewal meetings Contract negotiations SPD Review Project timelines Initial proposal review Bidding/selection process Constant communication Internal underwriting Vendor negotiations Leveraging HMA affiliations Ancillary products

## 2: HOLMES MURPHY TEAM, STAFF QUALIFICATIONS, AND EXPERIENCE:

Holmes Murphy has over 700 employers nationwide representing approximately 400 fully insured and 300 self funded customers. The service team for CORR has extensive underwriting and management experience with public entities as well as all funding methodologies.

We do not work in a “silo” system where one team works on all of the same customers. Our approach is built on sharing knowledge and experiences. With this structure, we strive to pull the appropriate levels of expertise at the appropriate time from within our pool of experts. Our goal in building our organization was to provide all of the appropriate areas of expertise that a customer could find in one of the country’s largest consulting firms, but to do this with the customer service feel of a strong regional firm.

The team includes specific expertise in benefit design strategy, human resources policy and administration, actuarial science, compliance insight/oversight and communication expertise. We also have built an account management team that understands the challenges you face each and every day.





David Gibson will lead the account management team assigned to work with CORR, with Rob Madden responsible for daily account management activities, including: communication planning and development, resolving vendor issues, and working with vendors to implement plan design changes.

Kaitlyn Beaird understands benefits programs from the account manager level, and will provide valuable assistance in the operations management of CORR program, from implementation, to ongoing vendor management, to compliance support, and administrative questions. Prior to joining HMA Kaitlyn was an Account Manager for UNUM. Kaitlyn will work with David and Rob to provide ongoing support for day-to-day operations and vendor management activities.

Our extensive experience providing consulting for public entities give us a unique advantage in developing a multi-year strategy to maximize benefits while minimizing costs. Our innovative wellness programs and strategies have been successful in reducing trend for 100% of our clients and have been recognized in various media outlets. We would be happy to share those results with you.

We understand Health Care Reform (HCR) is of specific concern for all of our clients. We constantly monitor and interpret the countless pages of new/changing legislative documentation intended to clarify and give guidance to employers and others on how to navigate this changing landscape. This task is formidable and can be overwhelming at times. We help our clients turn this information into actionable next steps. Den Bishop, President of our Dallas operations, literally wrote "The Book on Health Care Reform" which was released in July 2013 detailing the economic truth about Healthcare in America. This book will help employers better understand how we got here, what is happening, and what we believe may happen next.

We have two full-time compliance officers in our Dallas office led by Ed Oleksiak. They assist all Holmes Murphy clients with ALL compliance needs for all benefit programs (i.e., FMLA, COBRA, and HIPAA). The proposed service team will work closely with Ed and his team to ensure the CORR will have the right information at the right time.

### 3. SCOPE OF SERVICES

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As a full service Consultant, Holmes Murphy provides a wide variety of services. We understand that not all clients are the same, and will work with CORR to develop a customized plan that will be beneficial to the CORR and its employees for years to come.

#### **Financial / Budget / Actuarial**

1. Reforecast current year budget with final enrollment
2. Determine active employee and retiree contribution strategy
3. Assist in developing annual strategic benefit plan objectives and initiatives
4. Negotiate all health related product renewals to secure most cost effective contracts / agreements in accordance with budget projections
5. Provide monthly financial reporting of medical, dental and prescription claims (Active and Retiree)
6. Provide actuarial support and analysis through proprietary budget modeling tool to help project future costs and impact of potential plan design changes
7. Monitor network and clinic performance, which includes analysis of utilization, discounts and overall plan efficiency
8. Provide education and strategy development on cost management programs

#### **Communications**

9. Develop strategy and communications for annual health screenings (as appropriate)
10. Assist in the development and editing of benefits guides and wellness newsletters
11. Develop communications for annual benefits Open Enrollment, including the following audiences:
  - a. Active employees
  - b. New hires
12. Create "on-demand" miscellaneous communication requests based on administrative needs (targeted letters and emails to various groups)

#### **Wellness / Nutritional Intervention**

13. Develop and execute comprehensive implementation plan
14. Market, advise, select and manage wellness vendors
15. Create strategy and develop incentive program tied to overall program participation and medical/pharmacy budget
16. Analyze, provide contract review, and implement the on-going management of annual on-site health screening
17. Provide detailed year-over-year cohort analysis of health risk factors

### **Marketing / Procurement**

18. Manage renewal process and present renewal summary to CORR
19. Evaluate marketplace options via proprietary multi-phase finance, delivery and administration of Request for Proposal (RFP)

### **Compliance**

20. Review contracts for accuracy, compliance and comprehensiveness
21. Advise on impending legislative changes and explain potential impact to CORR's benefit plans
22. Advise and create plan strategy in relation to PPACA
23. Monitor legislative compliance updates, including:
  - a. American Recovery & Reinvestment Act of 2008 (ARRA)
  - b. State Children's Health Insurance Program (CHIP)
  - c. All other benefit legislation passed
24. Provide written monthly compliance alerts and updates to CORR

### **Administration**

25. Gather industry benchmarking data on benefit offerings, plan designs, enrollment data, and financial data as compared to CORR plans

In addition to the scope of services listing above, here is more detailed information on some of the key services Holmes Murphy provides:

**Strategy Meetings:** We will conduct formal review and strategy meetings quarterly or as often as your benefits and financial team finds appropriate. These meetings will include a review of the actual costs versus budget projections, utilization analysis, and a discussion of trends and opportunities. We would fully coordinate these sessions to make this as easy for your team as possible.

**Program Audit & Review:** The completion of a comprehensive audit of the current benefits program would be essential. It is critical that we have a thorough understanding of all elements of your current benefit plans before we begin our consulting work. As we review the programs, we keep two basic questions in mind: "What's working?" and "What's broken?"

**Budget Analysis & Support:** Our goals in budgeting are to eliminate surprises and to reduce the administrative burden of the budget process. Our approach will be to develop an independent actuarial budget for the 2019 - 2020 plan years. We will then closely monitor the actual CORR performance to identify and discuss any potential discrepancies on a monthly basis. We believe that by taking a proactive approach to the budget process, we can identify potential trends early and take the necessary actions that would benefit CORR.

**Key Indicator & Vendor Reporting:** Our primary role in reporting and analysis is to bring life to vendor data. It should not be CORR's job to sort through potentially hundreds of pages of reports to try to figure out what is happening with the costs and why. We will provide the vendor data analysis to CORR and deliver a meaningful summary of the information providing clear answers. We will also provide claim detail summary reports.

**Actuarial Financial Projections:** The support of our Actuarial unit is also available to help project future costs and analyze change opportunities. As an example, we will analyze the current plan designs by measuring the value of the various PPO plans. Mark Van Buskirk, Ph.D. is our full time in-house Chief Actuary and will assist in critical technical areas.



**Plan Efficiency Analysis:** Holmes Murphy would use an analytical method that we refer to as Plan Efficiency Analysis to measure the financial performance of CORR medical benefit programs.

**Utilization Monitoring:** Holmes Murphy will enlist the support of our healthcare and data management analysts to actively review the clinical utilization reports for trends in healthcare services.

**Benchmark Analysis:** Holmes Murphy will utilize a combination of national purchased information and custom benchmarking surveys to help CORR identify their competitive positioning. In addition we have experience with all the major data warehouse systems including Ingenex, Medstat and Solucient that include granular benchmarking information at detailed levels.

**Design Strategy and Option Modeling:** Understanding the selection patterns and how that can increase or decrease the ultimate costs is critical in designing a multi-tiered plan program. Recognizing that CORR is particularly interested in strategies that encourage employees to access care efficiently, we will assist in reviewing options that position CORR well for the future.

**Internal Underwriting:** At Holmes Murphy, it is our belief that the most effective negotiations come from having the deepest understanding of the data. We would perform internal underwriting on CORR's behalf so that our vendor negotiations are based on valid actuarial assumptions rather than on market rates. This approach consistently places us in the best possible position to negotiate favorable terms with vendors and we are confident it will yield the best possible rates for CORR.

**Vendor Negotiations:** We would fully support and participate in all negotiations with vendors. This would include a detailed initial review of the current programs to ensure that there are effective terms and provisions in the contracts.

**Education & Training Program:** One of the ways we add value to our customers is through continuous education on the latest industry trends, products and legislative activities. We are known for conducting high impact seminars and commonly speak at several association meetings. For CORR, we will provide "private" educational sessions to ensure that the Human Resources Department is fully up to speed on the evolving trends in the industry.

We update our clients with regular compliance alerts and other guidance documents. We will send these to you actively and will schedule sessions to review the information with you as necessary. We disseminate this information by e-mailing regular, timely, compliance updates prepared by both our internal compliance team as well as bulletins prepared on our behalf by Littler Mendelson.

In addition to the aforementioned compliance alerts, we provide Holmes Murphy Benefit Alerts which are web-based communications provided bi-weekly via e-mail. These alerts include up to date information and articles on the most important issues impacting our clients. Compliance alerts would automatically be distributed to each key contact at CORR and are distributed as needed by the changing regulatory landscape of health & welfare benefits.

Lastly, we also conduct seminars and webinars on "hot topics" such as HIPAA changes and IRS requirements related to your plans. Many of these presentations are archived and can be provided on demand for a variety of topics.





Below is a sample timeline, effective June 2019, of how Holmes Murphy will continue to work closely with your team to ensure that the target dates best represent the needs of CORR. As each client is unique, this timeline will be flexible to meet your unique needs based on our ongoing discussions:

Activity	Responsibility	Target Completion Date
<b>Phase I - Where Is CORR Now?</b>		
<b>A. Gathering of Information</b> <ul style="list-style-type: none"> <li>SPD's</li> <li>Administrative agreements / contracts</li> <li>Claims experience</li> <li>Rates and fees</li> <li>Census data</li> </ul>	HMA /CORR/ Vendors	1 <sup>st</sup> Week
<b>B. Initial Strategy Meeting</b> <ul style="list-style-type: none"> <li>The Client's business goals</li> <li>Observations of current benefits</li> <li>Financial, administrative, and plan constraint /goals</li> <li>Company financial targets</li> <li>Core beliefs exercise</li> <li>Benefit plan history</li> <li>Potential compliance issues</li> <li>Benefit plan goals</li> <li>Core plan design</li> <li>Managed care network criteria</li> <li>Ancillary plan design</li> </ul>	HMA / CORR	2 <sup>nd</sup> Week
<b>C. Cataloging Basic Benefits</b> <ul style="list-style-type: none"> <li>Design audit grids</li> <li>Understand efficiencies and variances of current benefit design</li> </ul>	HMA	3 <sup>rd</sup> Week
<b>D. Financial Analysis</b> <ul style="list-style-type: none"> <li>Claims experience</li> <li>Fixed expenses</li> <li>Employee contributions</li> <li>Stop-loss positions</li> <li>Normative comparisons</li> </ul>	HMA	4 <sup>th</sup> Week
<b>E. Plan Performance Evaluation</b> <ul style="list-style-type: none"> <li>Administration</li> <li>Finance</li> <li>Delivery</li> </ul>	HMA / CORR	4 <sup>th</sup> Week

<b>Phase II - Where Does CORR Want To Be?</b>		
A. Subsequent Strategy Meeting <ul style="list-style-type: none"> <li>Present and finalize benefit strategy</li> <li>Discuss budget expectations</li> <li>Discuss funding alternatives</li> <li>Measure observations verses goals</li> <li>Develop baseline performance measures</li> <li>Discuss plan design and managed care structure</li> <li>Develop administrative specifications</li> </ul>	HMA / CORR	6 <sup>th</sup> Week
B. Develop Concrete Plan Performance Goals	HMA / CORR	7 <sup>th</sup> Week
<b>Phase III – How Does CORR Get There?</b>		
A. Administrative Effectiveness <ul style="list-style-type: none"> <li>Claims</li> <li>Member services</li> <li>Plan management</li> <li>Eligibility / Connectivity</li> <li>Communication</li> <li>Compliance</li> </ul>	HMA / CORR	8 <sup>th</sup> Week
B. Financial Accountability <ul style="list-style-type: none"> <li>Risk management</li> <li>Competitive positioning</li> <li>Budgeting</li> <li>Financial administration</li> <li>Reporting</li> </ul>	HMA / CORR	8 <sup>th</sup> Week
C. Delivery System <ul style="list-style-type: none"> <li>Access to providers</li> <li>Plan design</li> <li>Quality assurance</li> </ul>	HMA / Vendors	8 <sup>th</sup> Week
<b>Phase IV – Enhance Performance Within the Business Structure</b>		
A. Benchmark Plans / Performance	HMA	10 <sup>th</sup> Week
B. Identify Programs not Meeting Performance Standards	HMA / CORR	10 <sup>th</sup> Week
C. Evaluate Billing / Banking Relationship	HMA / CORR	11 <sup>th</sup> Week
D. Evaluate Communication / Reporting Opportunities	HMA / CORR	11 <sup>th</sup> Week
<b>Phase V – Promote Employee “Value” of Each Benefit Program</b>		
A. Review Employee Communication Materials / Processes	HMA / CORR	13 <sup>th</sup> Week
B. Explore Communication Alternatives	HMA / CORR	13 <sup>th</sup> Week
C. Discuss Multiplicity of Information Contacts	HMA / CORR	14 <sup>th</sup> Week
D. Evaluate “Employee Helpline”	HMA / CORR	18 <sup>th</sup> Week
E. Discuss Employee Benefit Statements	HMA / CORR	20 <sup>th</sup> Week
F. Enhance Local Associate Level Support	HMA / CORR	Ongoing
G. Annual and initial enrollment assistance	HMA	Ongoing
H. Annual vendor renewals, RFPs, negotiations	HMA	As required

#### 4: FEES

In almost every public entity engagement, we work off of an annual retainer fee. We prefer this method because we do not want our clients feeling as though they are on the clock every time they need assistance. We intend for our client to choose a billing frequency that best works for them. Should CORR request an alternative compensation arrangement, we would be more than happy to discuss further.

**Employee Benefits  
Consultant**

**\$72,000 fixed fee annually;  
5-year rate guarantee**

In addition to the traditional Core scope of services outlined above, we have also listed out additional project work that Holmes Murphy has/could provide for CORR. The list below is not all encompassing but provides an idea of what the City and other customers have retained Holmes Murphy for on a project basis in addition to our traditional consulting services.

Sample List of Project Work (fee, if applicable, to be determined at time of service)

- Clinic Evaluations – analyze program efficiency, develop return on investment models, identify areas of opportunity, etc. HMA has been providing this as part of our ongoing retainer relationship. No Charge.
- Direct Contracting – stand-alone project or in conjunction with Clinic and/or Wellness initiatives. HMA has been providing this service as part of our ongoing retainer relationship, and looks forward to helping the City determine how to best integrate your employee clinic into the overall benefits strategy. No Charge.
- GASB Valuation – initial and/or ongoing valuations. Future funding and plan design strategies to consider reducing liability. No Charge. (See GASB performance guarantees in Addendum A).
- Custom Communications – print or electronic media. HMA has been providing this as part of our ongoing retainer relationship. No Charge.
- Eligibility Management and Enrollment Services – facilitating all aspects (if applicable). HMA has been providing this as part of our ongoing retainer relationship. No Charge.
- Cafeteria Plan Administration – If separate from Medical vendor RFP the fee would be \$2,000. Otherwise no charge when included with Medical RFP initiative.

Our goal is to be your most trusted advisor....for many years. As a result, we do not require a formal contract of any kind. We charge for our services on a monthly basis and if CORR is not satisfied with our work, you have the ability to terminate our relationship at any time. We believe that this is the ultimate performance guarantee!

Holmes Murphy is a firm that holds true to its core beliefs as an organization, while proving to be innovative and adaptable in addressing a client's current and future challenges.

## 5. REFERENCES

Name	Number of Employees	Number & Types of Plans	Length of Service	Contact
City of Grand Prairie	1,130	Medical/Rx, Stop Loss, Dental, Vision, Life/AD&D, LTD, EAP, FSA,	14 years	Lisa Norris <a href="mailto:lnorris@gptx.org">lnorris@gptx.org</a> 972-237-8071 318 W. Main St, Grand Prairie, TX 75053
City of North Richland Hills	600	GASB, active budgeting, pricing, plan design, Medical, Stop Loss, FSA, Dental, COBRA, Vision, Life, Retiree	10 years	Patrick Hillis <a href="mailto:phillis@nrhtx.com">phillis@nrhtx.com</a> 817-427-6100 4301 City Point Drive North Richland Hills, TX 76180
City of Waco	1,500	Medical/Rx, Stop Loss, Dental, Vision, Life/AD&D, LTD, STD, EAP, FSA	12 years	Missie Pustejovsky <a href="mailto:missiep@ci.waco.tx.us">missiep@ci.waco.tx.us</a> 254-750-5791 300 Austin Avenue, Waco, TX 76702

## **Addendum A**

### **GASB 75 Performance Expectations:**

- City will provide census data for the current measurement date by June 15th, three months prior to September 30<sup>th</sup>, the City's fiscal year end (e.g., census data will be provided by June 15, 2019 for the measurement date 12/31/2018)
- Holmes Murphy to provide the draft valuation report (draft report does not mean only the tables that go into the report) as of the current measurement date (12/31) by August 15<sup>th</sup>, 45 days prior to the City's fiscal year-end (e.g., the draft valuation report for the measurement date of 12/31/2018 will be provided to the City by August 15, 2019)
- Holmes Murphy to allow the City to provide comments on the draft valuation report within 14 days of receiving the draft valuation report
- Holmes Murphy to respond to the City's comments on the draft valuation report within 14 days of receiving the City's comments
- Holmes Murphy to provide the retiree benefit payments for the period covering nine months subsequent to the current measurement date by October 31<sup>st</sup> following the City's fiscal year end (e.g., retiree benefit payments from 1/1/2019-9/30/2019 for the measurement date 12/31/2018 will be provided by 10/31/2019)
- Holmes Murphy to provide the final valuation report by October 31<sup>st</sup> following the current measurement date (e.g., October 31, 2019 for the measurement date of 12/31/2018)
- Holmes Murphy will meet City's aforementioned requested reporting dates subject to timely receipt of necessary data from the City, and claims and participation data from the City's vendors
- Holmes Murphy will respond to email inquiries from the City within 48 hours
- Holmes Murphy will return voice messages from the City within 48 hours