REQUEST FOR PROPOSAL

26-RFP-126

BENEFITS BROKERAGE & CONSULTING SERVICES

PROFESSIONAL SERVICES AGREEMENT

Effingham County Board of Commissioners

804 S Laurel Street

Springfield, GA 31329

Effingham County
REQUEST FOR PROPOSAL

26-RFP-126

Benefits Brokerage & Consulting Services

Attachments:

A - OneDigital - Technical Proposal

B - OneDigital - Fee Proposal

1. Services Contract

Services Contract Between

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or "County") and Digital Insurance LLC d/b/a OneDigital, 300 Galleria Parkway, Suite 1100, Atlanta, GA 30339, (hereinafter called the "Contractor" or "Vendor"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified company as specified in 26-RFP-126 - Benefits Brokerage & Consulting Services; and

WHEREAS, the Vendor has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Vendor as follows:

2. TERMS AND CONDITIONS OF THIS CONTRACT

2.1. TERMS OF SERVICE.

The scope of services and the terms and conditions of performance shall be as specified in this document and in 26-RFP-126- Benefits Brokerage & Consulting Services and related addenda which are hereby adopted and incorporated as if set forth fully herein.

2.2. CONTRACT Renewal Section

This Contract shall commence on September 1, 2026, and shall terminate on August 31, 2027, unless terminated earlier in accordance with this Contract. Thereafter, the Contract shall automatically renew for up to five (5) additional one-year terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current contract term.

If no timely notice is provided, the applicable renewal term shall become effective automatically without the need for a separate amendment.

Each renewal shall be subject to the terms, conditions, scope of services, and pricing set forth in this Contract and its attachments, including the applicable pricing in Exhibit B, unless otherwise mutually agreed to in writing by the parties. Each renewal shall also remain subject to the availability and appropriation of funds as provided herein.

In no event shall this Contract extend beyond August 31, 2032, unless extended by written agreement of the parties.

2.3. REQUIREMENT FOR MANDATORY PERFORMANCE.

The words "shall", "will" and "must" may be used interchangeably in this Contract and in any case will indicate mandatory.

2.4. PERSONNEL AND EQUIPMENT.

The Vendor represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Vendor under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

2.5. CHANGES TO THIS CONTRACT

The County may, at any time, request changes in the Scope of Services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Vendor's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Vendor shall be incorporated in written amendments to this Contract.

2.6. TERMINATION OF CONTRACT FOR CAUSE.

The County may terminate this Contract, in whole or in part, for cause upon written notice to the Vendor if the Vendor materially breaches any provision of this Contract, fails to perform the services in accordance with the Contract Documents, fails to maintain any required license or insurance coverage, violates applicable law, or otherwise fails to fulfill its obligations under this Contract.

If the default is reasonably capable of being cured, the County may provide the Vendor an opportunity to cure the default within the time specified in the written notice. If the Vendor fails to cure the default within the time allowed, the County may terminate the Contract effective on the date specified by the County. The County may terminate immediately where the default is not reasonably capable of cure or where immediate termination is necessary to protect the County, its employees, data, or interests.

Upon termination for cause, the Vendor shall be entitled to payment only for completed and acceptable services performed in accordance with this Contract through the effective date of termination. The Vendor shall not be entitled to payment for loss of anticipated profits, future revenues, early termination fees, or other economic loss arising from the termination.

2.7. TERMINATION OF CONTRACT WITHOUT CAUSE.

Either party may terminate this Contract, in whole or in part, without cause and for its convenience upon thirty (30) days' prior written notice to the Vendor.

Upon termination without cause, the Vendor shall be paid only for completed and acceptable services performed in accordance with this Contract through the effective date of termination. The Vendor shall not be entitled to payment for loss of anticipated profits, future revenues, early termination fees, or other economic loss arising out of or resulting from such termination.

2.8. MULTIYEAR CONTRACT AND FUNDING.

This Contract is subject to O.C.G.A. § 36-60-13 and shall be interpreted and construed in accordance therewith. The Contract shall terminate absolutely and without further obligation on the part of the County at the close of each fiscal year and shall renew automatically as provided in Section 2.2 unless the County takes action to terminate or not renew the Contract, or sufficient funds are not appropriated or otherwise available.

The County shall be obligated only for amounts lawfully payable and funded for the applicable period. Continuation of the Contract shall at all times remain contingent upon the availability and appropriation of sufficient funds to satisfy the County's obligations. The automatic renewal provisions of this Contract shall not be construed as a guarantee of funding or as an obligation of the County to continue the Contract beyond any period for which funds have been appropriated.

Nothing contained herein shall be construed to create a debt or financial obligation of the County beyond the period for which funds have been appropriated. The County's exercise of its rights under this Section shall not constitute a breach or default under the Contract.

2.9. INDEMNIFICATION; LIMITATION OF LIABILITY.

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all third-party claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) directly arising out of the performance of the work, but only to the extent directly caused by the negligent or willful act or omission of Vendor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable; provided, however, that the Vendor shall have no obligation to indemnify or hold harmless any such party to the extent any claim, cost, loss, or damage is caused by the negligence or willful misconduct of County or any of its officers, directors, partners, employees, agents, consultants, or subcontractors. For the avoidance of doubt, the indemnification obligation shall only extend to third-party claims and in no event shall extend to first-party claims.

The Vendor's obligation to indemnify Effingham County under this Section, and the aggregate liability of the Vendor and its affiliates and their respective officers, directors, employees, agents, representatives, subcontractors, and suppliers arising out of or relating to this Contract, whether in contract, tort (including negligence), or otherwise, shall not exceed the fees actually paid to Vendor in the twelve (12) months preceding the claim. In no event shall either party or its affiliates or their respective officers, directors, employees, agents, representatives, subcontractors, or suppliers be liable to the other for any special, indirect, incidental, consequential, exemplary, or punitive damages, including lost profits, revenues, or business opportunities, arising out of or relating to this Contract, regardless of the theory of liability and even if advised of the possibility of such damages.

2.10. COVENANT AGAINST CONTINGENT FEES.

The Vendor shall comply with the relevant requirements of all Federal, State, County or other local laws. The Vendor warrants that it has not employed or retained any company, person, other than a bona fide employee working solely for the Vendor, for any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the Board shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of any fees paid by the Board to the Vendor under this Contract; provided, however, that the Board shall have no right to recover any commissions or other compensation received by the Vendor from third parties.

2.11. PROHIBITED INTERESTS.

A. Conflict of Interest. The Vendor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Vendor further agrees that, in the performance of the Contract no person having such interest shall be employed.
B. Statement of disclosure: Vendor must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.
Vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

2.12. AUDITS AND INSPECTIONS.

No more than once per calendar year during normal business hours, upon at least ten (10) business days' prior written notice, unless the County has reasonable, documented good cause for an additional audit, the Vendor shall make available for the County's examination records directly relating to the Vendor's performance under this Contract. Any audit shall be conducted in a manner that does not unreasonably interfere with the Vendor's business operations and shall be subject to the Vendor's reasonable confidentiality, security, and privacy requirements. The County may inspect and copy only such records as are reasonably necessary to verify the Vendor's compliance with this Contract, and any audit shall be conducted at the Vendor's offices or electronically, at the Vendor's option.

The County shall maintain the confidentiality of all non-public, proprietary, or confidential information obtained through an audit and shall use such information solely to verify the Vendor's compliance with this Contract. The County may disclose such information only to its employees, representatives, and advisors with a need to know for that purpose and who are bound by confidentiality obligations at least as protective as those set forth herein, or as required by applicable law, including the Georgia Open Records Act.

2.13. INDEPENDENT CONTRACTOR.

Vendor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Vendor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Vendor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Agreement.

2.14. NOTICES.

All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person, transmitted by certified mail, postage prepaid, or sent by email to the County email address designated by the County in writing, to 804 South Laurel Street, Springfield, Georgia 31329, or at any such other place or email address as may be subsequently designated by written notice to the Vendor.

All written notices, demands, and other papers or documents to be delivered to the Vendor under this Contract shall be transmitted by certified mail, postage prepaid, or sent by email to the Vendor email address designated by the Vendor in writing, to Digital Insurance LLC d/b/a OneDigital and 300 Galleria Parkway, Suite 1100, Atlanta, GA 30339. It shall be Vendor's responsibility to inform the County of any change to this contact address.

2.15. COMPLIANCE WITH LAWS.

The Vendor shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, licensing requirements, and other legal requirements applicable to the performance of services under this Contract.

2.16. ASSIGNABILITY.

The Vendor shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the County.

2.17. GOVERNING LAW.

This Contract shall be governed by the laws of Georgia, with venue in Effingham County.

2.18. GEORGIA OPEN RECORDS ACT.

The Vendor acknowledges that this Contract and records submitted to, maintained by, or received by the County in connection with this Contract may be subject to disclosure pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq.

If the County is required by law to disclose information that the Vendor considers confidential, the County shall, to the extent permitted by law, provide the Vendor with prompt notice of such requirement. However, the County's obligations under the Georgia Open Records Act and other applicable public disclosure laws shall take precedence over any confidentiality, notice, nondisclosure, or delay provision contained in this Contract or any Contract Document. The County shall not be liable for disclosure of information required by law.

The parties acknowledge that this Contract, including its terms and fee arrangements, and advice provided by the Vendor may contain non-public, confidential, or proprietary information. Except as required by applicable law or authorized in writing by the other party, neither party shall disclose the other party's Confidential Information to any third party.

"Confidential Information" means all non-public, confidential, or proprietary information disclosed by or on behalf of one party to the other in connection with this Contract, whether oral, written, electronic, visual, or otherwise, and whether or not marked or identified as confidential, including specifications, samples, patterns, designs, plans, proprietary concepts and proposals, security and compliance documentation, documents, data, business operations, customer lists, pricing, discounts, rebates, methodologies, analyses, tools, and work product.

Each party shall use the other party's Confidential Information solely as necessary to perform or receive services under this Contract and shall protect it using at least the same degree of care it uses to protect its own information of similar sensitivity, and no less than reasonable care. A party may disclose Confidential Information to its employees, affiliates, representatives, advisors, and subcontractors who have a need to know such information for purposes of this Contract and who are bound by confidentiality obligations at least as protective as those contained herein.

The foregoing obligations do not apply to information that the receiving party can demonstrate: (i) is or becomes publicly available through no breach of this Contract; (ii) was known to the receiving party without restriction before disclosure by the disclosing party; (iii) is independently developed without use of or reference to the disclosing party's Confidential Information; or (iv) is rightfully received from a third party without a duty of confidentiality.

This Section survives the expiration or termination of this Contract and binds the parties and their respective successors and permitted assigns. This Section is subject to the Georgia Open Records Act and other applicable public-disclosure laws.

3. COMPENSATION, FINANCIAL ADMIN AND GUARANTEES

3.1. COMPENSATION FOR VENDOR SERVICES.

The County shall compensate the Vendor in accordance with the Fee Proposal attached hereto as

Exhibit B. The base consulting fee shall be $5,000 per month, or $60,000 annually, for Contract Years 1 through 3. Rates for each renewal term shall be as set forth in Exhibit B.

The Vendor shall invoice the County monthly. Each invoice shall identify the applicable billing period, Contract number, monthly fee, and any additional services specifically authorized in writing by the County. Payment terms shall be Net 30.

3.2. PAYMENT OF TAXES AND FEES.

The Vendor shall pay the cost of any reasonable and necessary taxes, permits, fees, or licenses directly required for the Vendor to complete and satisfy the requirements of this Contract.

3.3. COMPENSATION STRUCTURE

This is a fixed-fee professional services contract. Compensation shall be paid in accordance with the fee schedule contained in Exhibit B. No optional or additional services shall be performed or invoiced without prior written authorization from the County. The Vendor may receive compensation from insurers, third-party administrators, vendors, or other third parties in connection with the Services that is not known or reasonably determinable as of the effective date of this Contract or any renewal. Such compensation may include commissions, bonuses, benefits, sponsorships, or other payments that are contingent on factors such as profitability, growth, retention, volume, or services provided. The Vendor may also receive sponsorships for webinars, training, or similar programming. Any such compensation is separate from the fees payable by the County under this Contract and does not alter the Vendor's obligations under this Contract. The County acknowledges that it has received, reviewed, and understands the Vendor's compensation disclosures and may submit questions or requests for additional information regarding those disclosures at any time.

4. INSURANCE REQUIREMENTS

4.1. INSURANCE PROVISIONS:

The Vendor shall be required to procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services under this Contract by the Vendor, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Vendor's fee.

Contract work shall not proceed unless Effingham County has in its possession a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. Effingham County shall be identified as the Certificate Holder on all Certificates of Insurance. The County shall not, however, be named or included as an Additional Insured on the Vendor's insurance policies.

Certificate of Insurance Requirements

The Certificate of Insurance shall include the following:

A. Name of the Producer (Vendor's insurance broker or agent).

B. Companies providing insurance coverage.

C. Name and address of the insured, which shall be the Vendor or parent company with whom Effingham County is contracting.

D. A summary of all current insurance coverage, including effective dates.

E. A brief description of the operations or services to be performed or the applicable Contract or solicitation number.

F. Effingham County shall be identified as the Certificate Holder.

Limits of Insurance

The Vendor shall maintain the following minimum insurance coverage:

A. Commercial General Liability
Occurrence-based Commercial General Liability coverage with minimum limits of **$1,000,000 per occurrence and $1,000,000 annual aggregate** for bodily injury and property damage claims arising from the Vendor's operations.

B. Workers' Compensation and Employer's Liability
Workers' Compensation coverage in accordance with the statutory requirements of the State of Georgia and Employer's Liability coverage with minimum limits of:

- $500,000 each accident;
- $500,000 disease policy limit; and

- $500,000 disease each employee.

C. Business Automobile Liability
Business Automobile Liability coverage with a minimum limit of **$1,000,000 combined single limit per accident** for bodily injury and property damage. Coverage shall be written on an **"Any Auto"** basis.

Special Insurance Requirements

A. Claims-Made Coverage
For any coverage written on a claims-made basis, the limits of liability shall remain the same as required for occurrence-based coverage. The retroactive date shall be prior to or coincide with the effective date of this Contract, and the Certificate of Insurance shall state the retroactive date and identify the coverage as claims-made.

B. Extended Reporting Periods
The Vendor shall provide the County with notice of any election to initiate a Supplemental Extended Reporting Period and the reason for invoking such option.

C. Reporting Provisions
Any failure to comply with the reporting provisions of the applicable insurance policies shall not affect coverage provided in relation to this Contract.

D. Cancellation or Non-Renewal Notification
Each insurance policy shall be endorsed to provide that it shall not be suspended, voided, or canceled except after **thirty (30) days' prior written notice** by certified mail, return receipt requested, has been provided to the County.

E. Proof of Insurance
Effingham County shall be furnished with Certificates of Insurance and original endorsements evidencing the coverage required under this Contract. Certificates and endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf.

All Certificates of Insurance shall be submitted to and approved by the County prior to services being rendered. The Vendor shall ensure that Certificates of Insurance remain current throughout the entire term of the Contract.

F. Insurer Acceptability
Insurance shall be placed with an insurer having an **A.M. Best rating of A** and a five-year average financial rating of not less than **V**. If an insurer does not qualify for averaging on a five-year basis, the current total A.M. Best rating shall be used to evaluate insurer acceptability.

G. Lapse in Coverage
A lapse in required insurance coverage shall constitute grounds for termination of the Contract by the Effingham County Board of Commissioners.

H. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to and approved by the County. At the option of the County, either:

1. the insurer shall reduce or eliminate such deductibles or self-insured retentions as they relate to the County, its officials, officers, employees, and volunteers; or
2. the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims, investigation expenses, claim administration expenses, and defense expenses.

Professional Liability

The Vendor shall maintain Professional Liability insurance covering errors or omissions in the performance of professional and consulting services with minimum limits of **$1,000,000 per claim or occurrence.**

If Professional Liability coverage is written on a claims-made basis, the retroactive date shall precede or coincide with the effective date of this Contract. The Vendor shall state whether tail coverage has been purchased and, if so, the duration of such coverage.

5. WAIVERS AND EXCEPTIONS

No failure by either party to enforce any right or power granted under this Contract, or to insist upon strict compliance by the other party with this Contract, and no custom or practice of either party at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Contract.

6. GENERAL PROVISIONS

This Contract, together with RFP 26-RFP-126 and related addenda, Exhibit A – OneDigital Technical Proposal, Exhibit B – OneDigital Fee Proposal, and the separately executed Business Associate Agreement ("BAA") (collectively, the "Contract Documents"), constitutes the agreement of the parties with respect to the services described herein. The BAA shall remain a separate and enforceable agreement governing HIPAA, Protected Health Information, and related privacy and security obligations and shall not be superseded by this Contract.

In the event of a conflict or inconsistency among the Contract Documents, this Contract shall control, except that the BAA shall control with respect to HIPAA, Protected Health Information, and related privacy and security matters. The Vendor's Technical Proposal and Fee Proposal shall control over the RFP and related addenda. Exhibit B shall govern the agreed compensation and fee schedule.

Vendor warrants that it will not, in the performance of this Contract, discriminate in violation of applicable law on the basis of race, color, sex, national origin, or any other status protected by applicable law.

This Contract shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated.

To the extent the Services relate to employee welfare benefit plans established or maintained by the County (the "Plans"), the County retains sole authority and responsibility for the Plans' establishment, administration, interpretation, operation, and legal compliance, including under ERISA, the Internal Revenue Code, COBRA, applicable continuation-coverage requirements, the Affordable Care Act, and applicable federal and state leave and other laws. The County is responsible for timely providing accurate and complete Plan information, documents, notices, enrollment materials, and participant communications necessary for the Vendor to perform the Services. To the fullest extent permitted by law, the County is the Plan sponsor, Plan Administrator, and named fiduciary, as applicable, and the Vendor does not assume any such role or related responsibility unless expressly agreed in a written agreement signed by both parties. The Vendor may decline to act on a County request that it reasonably determines may violate applicable law. The Vendor does not provide legal or tax advice, and the County should consult its own legal or tax advisors regarding Plan compliance.

The Vendor retains all right, title, and interest in its pre-existing and independently developed methodologies, analyses, ideas, concepts, know-how, models, tools, techniques, skills, and other intellectual property, including any enhancements thereto developed in performing the Services. Except for the County's underlying data, all materials created or provided by the Vendor, including materials prepared for the County's use, remain the Vendor's exclusive property and are not works made for hire. To the extent any such materials are deemed works made for hire or the County obtains any intellectual-property rights in them, the County hereby assigns those rights to the Vendor; provided that the County may use the materials internally in connection with the Services and its Plans.

The Vendor does not provide legal or tax advice, and no attorney-client relationship is created by the Services. The County shall obtain advice from its own qualified legal, tax, accounting, actuarial, and other professional advisors as appropriate and shall not rely on the Vendor for advice or services requiring professional licensure or expertise outside the Services. The Vendor will not exercise decision-making authority on the County's behalf. The County shall provide current, accurate, and complete information reasonably necessary for the Vendor to perform the Services. The Vendor makes no representation or warranty regarding services provided by third parties and, except as expressly stated in this Contract, disclaims all express and implied warranties to the fullest extent permitted by law. The Vendor represents that, to its knowledge, any compensation disclosure it provides under this Contract is accurate as of the date provided. The Vendor may rely on information and instructions provided by the County and is not responsible for delays, errors, or losses resulting from inaccurate, incomplete, or untimely information supplied by or on behalf of the County. The County retains sole responsibility for all final decisions regarding its Plans, including plan design, carrier selection, funding, eligibility, contributions, and participant communications. The Vendor does not guarantee the availability, cost, terms, underwriting, administration, claims handling, or performance of any insurer, carrier, third-party administrator, pharmacy benefit manager, or other third-party provider.

The County shall review each insurance provider's monthly premium billing and notify the Vendor of any required enrollment changes within thirty (30) days after the billing date. The County shall provide the Vendor with complete and accurate information for new enrollments at least twenty (20) days before the requested coverage effective date and for terminations or other changes at least ten (10) days before the requested effective date, in each case subject to applicable law and carrier requirements. The County shall provide written confirmation of the accuracy of information submitted to the Vendor and promptly notify the Vendor of changes. The Vendor may reasonably rely on County-provided information and does not guarantee processing or effectiveness of requests submitted outside these timeframes; moreover, carriers may decline retroactive changes requested more than sixty (60) days after the applicable effective date. To the fullest extent permitted by applicable law, the County's failure to comply with the foregoing review, notice, information, confirmation, or timing requirements shall bar any claim against the Vendor to the extent arising from or attributable to that failure.

Except for payment obligations for Services rendered, neither party shall be liable for any failure or delay in performing its obligations under this Contract to the extent caused by circumstances beyond its reasonable control, including natural disasters, fire, flood, war, terrorism, civil unrest, labor disputes, epidemics or public-health emergencies, governmental action, embargoes, sanctions, or internet, telecommunications, or utility failures not caused by that party. The affected party shall promptly notify the other party and use commercially reasonable efforts to resume performance. If a force majeure event continues for more than thirty (30) days and materially prevents performance, either party may terminate the affected Services upon written notice without further liability, except for amounts accrued before termination.

7. AUTHORITY TO EXECUTE AND ENTER AGREEMENT

By his, her, or their signature(s) below, the person or persons signing on behalf of Vendor warrant that (1) they are authorized to sign on behalf of Vendor; (2) that to the extent Vendor; is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

This 26 day of August, 2026.

Digital Insurance LLC d/b/a OneDigital

Executive Vice President

Signature Title

8/26/2026

Date

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

County Manager

Signature Title

08/26/2026

Date

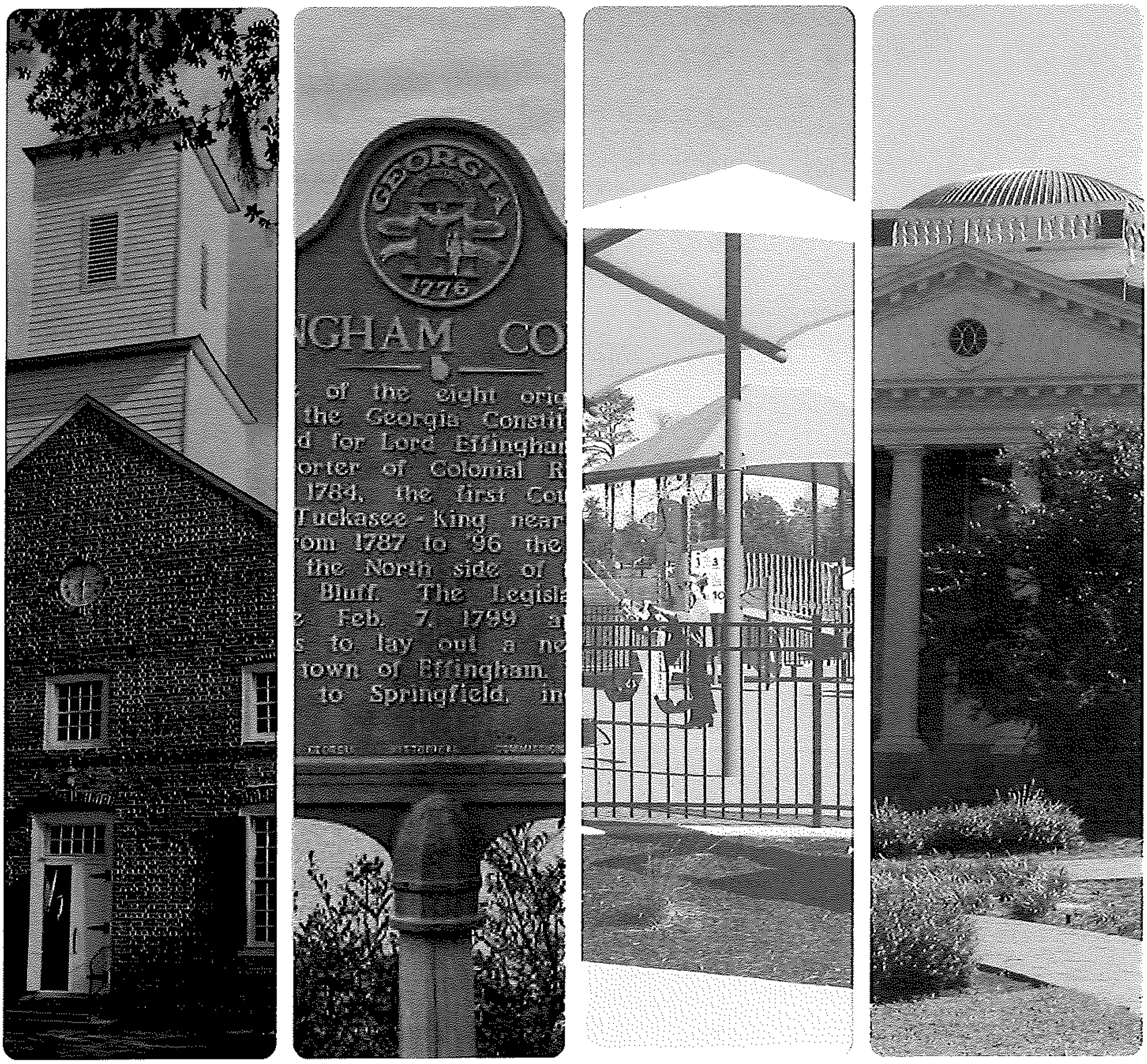
Exhibits List

A - OneDigital - Technical Proposal

B - OneDigital - Fee Proposal

Exhibit A

OneDigital - Technical Proposal



OneDigital Technical Proposal

26-RFP-126 BENEFITS BROKERAGE & CONSULTING SERVICES

ONEDIGITAL

TABLE OF CONTENTS

A. COVER LETTER

August 5, 2026

Ms. Sydney Edwards, Purchasing Coordinator
Ms. Danielle Carver, Procurement and Contracts Manager
Effingham County Board of Commissioners (ECBOC)
804 South Laurel Street
Springfield, Georgia 31329

Re: RFP 26-RFP-126 – Benefits Brokerage and Consulting Services

Dear Ms. Edwards, Ms. Carver, and Members of the Evaluation Committee,

OneDigital is pleased to submit this proposal to serve as Effingham County's employee benefits broker and strategic consultant. We appreciate the opportunity to participate in this process and understand that the County is seeking more than assistance with annual renewals. You are seeking a trusted advisor who can help balance fiscal responsibility with the recruitment, retention, and wellbeing of approximately 555 employees serving your community every day.

Our team understands the unique challenges facing public employers. Rising healthcare costs, increased pharmacy spending, evolving compliance requirements, and heightened employee expectations require a proactive, data-driven approach, not simply marketing insurance each year. OneDigital partners with public-sector organizations to develop long-term benefits strategies that improve financial stewardship while strengthening the employee experience.

In addition to our Atlanta-based public-sector consulting team, OneDigital maintains a full-service office in nearby Savannah, just minutes from Effingham County. This local presence allows us to provide responsive, in-person support, executive strategy meetings, employee education sessions, and on-site assistance whenever needed. We believe proximity matters, and our team is committed to being an active, accessible partner to County leadership and employees.

OneDigital meets each of the qualifications established in Section 8.2 of the RFP. We are licensed to conduct insurance business in the State of Georgia, serve as an independent employee benefits consultant, and maintain extensive experience supporting public-sector employers and self-funded health plans. The Georgia-based team proposed for Effingham County includes dedicated specialists in benefits consulting, actuarial analysis, pharmacy consulting, compliance, employee advocacy, communications, and implementation, supported by OneDigital's national resources. Each team member is licensed; copy of each license to be provided upon request.

Should OneDigital be selected, our commitment extends well beyond the renewal process. We will provide proactive strategic planning, transparent financial reporting, competitive market analysis, measurable service standards, and executive-level guidance throughout the year. Our objective is simple: help Effingham County make informed decisions, control long-term healthcare costs, and deliver a benefits program that supports the employees who serve its citizens.

We have carefully reviewed the requirements of RFP 26-RFP-126 and affirm that OneDigital accepts the terms and conditions of the solicitation without exception. We further certify that we will not contact any insurance carrier, third-party administrator, pharmacy benefit manager, stop-loss carrier, or other market on the County's behalf without prior written authorization. Our required licensing documentation is included within this proposal.

Thank you for your consideration and the opportunity to present our qualifications. We would welcome the opportunity to discuss our approach and demonstrate how OneDigital can serve as a long-term strategic partner to Effingham County.

Respectfully submitted,

ASmith

Anne M. Smith
Senior Business Development Executive
(404) 218-0555
anne.smith@onedigital.com

Grant Coleman
Business Development Executive
(404) 644-7433
gcoleman@onedigital.com

B. FIRM BACKGROUND AND QUALIFICATIONS

ABOUT ONEDIGITAL

OneDigital was founded in 2000 and now has over 6,000 employees in more than 200 offices across the country. We have over 100,000 clients across business segments, serving small, mid-sized, and large employers, including employee benefits, HR consulting, retirement and wealth services, and property & casualty. Headquartered in Atlanta, OneDigital has Georgia offices in Atlanta, Alpharetta and Savannah.

As employee healthcare, wellness, and workplace benefits continue to shift, companies of all sizes have relied on OneDigital's exceptional advisory teams for counsel and its adjacent services, including employee benefits, holistic HR services, retirement services, wealth management, employee wellbeing, and pharmacy consulting.

Key Facts

- Founded in 2000
- 6,000+ employees
- 200+ offices in major markets nationwide
- 100,000+ clients representing over 6 million insured individuals
- $135 billion+ assets under management

ONEDIGITAL CULTURE

For us, it starts with our passion for what we do and the tremendous respect for each person who works at OneDigital. Even through our rapid growth, we have managed to preserve our unique culture.

We have a simple philosophy that if you take care of your employees, they will take care of customers, and the bottom line takes care of itself.

With our unique culture, the best thought leadership, and outstanding customer service, OneDigital has been recognized repeatedly by a variety of organizations.

C. PUBLIC-SECTOR EXPERIENCE

OneDigital is notably influential, providing dedicated brokerage services to an impressive 3,400 public sector clients nationwide. Locally, we support a wide range of municipalities, and we understand the realities that make public-sector benefits different: balancing stewardship of taxpayer dollars with rising healthcare costs, meeting complex regulatory requirements, and delivering benefits that help recruit and retain essential employees. The team assigned to support ECBOC has experience supporting a variety of public entities.

Our Georgia office currently serves 25 public-sector clients across the state, including entities of similar size and funding to ECBOC. Please see below in D for a case study demonstrating our experience.

D. SELF-FUNDED HEALTH PLAN EXPERIENCE

OneDigital has extensive expertise in self-insurance and alternative funding models, including medical, dental, vision, mental health, family forming, and disability self-funded plans across the country. Our approach includes conducting feasibility analyses to evaluate the viability of self-funding, leveraging claims experience, demographic data, and census information to provide a detailed comparison of the pros and cons of self-funding for each client. We partner with carriers and third-party administrators (TPAs) to support clients with their self-funded plans, offering greater transparency, plan customization, enhanced customer service, and integration with best-in-class point solutions.

We have a robust team of in-house underwriting and actuarial resources that will provide comprehensive support to both HR and finance.

Our team includes six in-house actuaries who are integral to our National Analytics team.

They offer end-to-end support through the financial management process, including claims reserve, benchmarking, and demographic analysis. Our actuarial services encompass detailed claims analysis, stop-loss risk analysis, demographic risk analysis, funding appropriateness studies, trend studies, and IBNR (Incurred but not reported) reserve reporting. We utilize proprietary tools and methodologies, such as Monte Carlo simulations and predictive analytics platforms, to develop accurate cost projections and risk assessments. Our underwriting capabilities include creating manual claims rates for stop-loss coverage, conducting high-cost claim analysis, and providing actuarial support throughout the consulting relationship. Additionally, we offer quarterly claim reserve calculations and employee contribution modeling to help clients achieve their financial and plan migration goals.

The Analytics team provides thought leadership, actuarial support, and proprietary tools to support all OneDigital clients. Through these tools, we provide end-to-end actuarial support through the entire financial management process. This includes:

- **Risk Assessment**–Evaluating the company's risk and alternative funding arrangements
- **Vendor Analysis**–Determining if a vendor meets the client's strategic needs while considering disruption and access for teammates
- **Plan Value Modeling**–Plan design and contribution modeling
- **Financial Projection**–Developing budget rates, determining risk thresholds, and evaluating stop loss
- **Experience Monitoring**–Tracking a plan's financial performance and evaluating key cost drivers
- **Reserve Development**–Analyzing lag time of carrier claim payments

CASE STUDY: Public-Sector Client Transitions to Independent TPA + PBM Carve-Out

A public-sector client with approximately 500 employees operating a self-funded medical plan under a carrier ASO arrangement faced limited transparency, rising pharmacy costs, stop-loss renewal volatility, and restricted vendor flexibility. OneDigital guided the client through a full transition to an independent TPA model, executed a PBM carve-out, and marketed stop-loss separately — delivering measurable results across all three areas.

What We Did

- **TPA Transition (est. 10% savings):** Moved the client from a bundled carrier ASO to an independent TPA, creating a best-in-class vendor structure with full claims visibility, stronger reporting, and the flexibility to select network, PBM, and stop-loss partners independently.
- **PBM Carve-Out (est. 20% Rx savings):** Contracted directly with a PBM to secure improved rebate transparency, stronger discount guarantees, tighter clinical management, and correct rebate treatment in financial forecasting.
- **Stop-Loss Marketing:** Independently marketed stop-loss coverage to improve pricing, reduce renewal surprises, and strengthen contract terms including run-in/run-out protections, disclosure requirements, and claims reimbursement standards.

Outcomes

- Improved financial transparency and forecasting accuracy across medical and pharmacy
- Reduced net pharmacy spend through stronger rebate and discount contracting
- Reduced stop-loss renewal volatility and improved contract protections

- A sustainable, unbundled governance model that allows the client to layer in additional cost-control strategies over time

This is the approach we bring to every self-funded public-sector client including ECBOC.

E. PROPOSED SERVICE TEAM AND ROLES

Anne Smith and Grant Coleman lead OneDigital's Georgia-based municipal practice. We've supported a wide range of municipalities, and we understand the realities that make public-sector benefits different: balancing stewardship of taxpayer dollars with rising healthcare costs, meeting complex regulatory requirements, and delivering benefits that help recruit and retain essential employees. The team assigned to support ECBOC has experience supporting a variety of public entities. The primary contact for the ECBOC account is Blake Wilkey. Routine inquiries will be responded to within one business day. Urgent issues will be addressed on the same day. The County will always have direct cell phone and email access to both the primary consultant and backup contact.

Dedicated Account Team and Client Load

- **Capacity by Team:** OneDigital actively monitors capacity among our team members closely to ensure timely client deliverables. Based on complexity and renewal timelines, the ECBOC team currently supports the following case load:
- **Benefits Consulting** (Blake and Patrick) Blake currently works directly with 11 clients and will be a dedicated resource for the ECBOC. Patrick currently works directly with 10 clients and will be a dedicated resource for the ECBOC.
- **Account Management** (Indra) Indra currently works directly with 8 clients and will be a dedicated resource for the ECBOC.
- **Client Advocacy** (Lorette and Crystal) 4-5 clients.

The consulting leaders for Actuary, Pharmacy, Engagement, Health & Wellbeing and Benefits Administration have large teams that are assigned based on complexity and service deliverables. Once we understand in more detail the day-to-day needs, we will match the county with the right administrative support to deliver a high-touch approach. OneDigital maintains a response time standard that any call received before 3pm will be returned the same day and any call after 3pm will be returned before noon the next morning. We are proud of our support team and the attention to detail we provide our clients based on our close attention to capacity and client satisfaction.

Anne Smith, Senior Business Development Executive

Anne Smith, Senior Business Development Executive at OneDigital, has two decades of experience in the insurance industry. Prior to OneDigital, Anne was a Vice President at Wachovia Bank. Anne is focused on working with both secondary and higher education organizations, in addition to government entities of all sizes. A master at her craft and respected by her internal and external peers, Anne is a fierce advocate for her clients.

An Atlanta native, Anne holds a bachelor's degree in mathematics and French from Hollins University and has been recognized annually as a Top Benefit Advisor by NAIFA.

Grant Coleman, Business Development Executive
Grant joined OneDigital in January of 2020 and brings close to 20 years of supporting businesses, business owners and high net worth individuals with their business and estate planning needs. Prior to joining OneDigital Grant was the CEO and President of MYSTA Technologies, LLC., a firm he founded to deliver technology solutions and efficiencies to the moving and storage industry.

Now with OneDigital, Grant is focused on non-profits and higher education organizations and helping them navigate the world of benefits and retirement planning. Grant resides in the Metro Atlanta area with his wife Angela, and two sons, Grant II and Blaise Coleman. Grant is a proud graduate of Morehouse College and is very active with the Alumni Association.

Patrick Alred, Vice President of Retention
Patrick Alred, Vice President of Retention, has more than 15 years of experience consulting on large employer health plans. He joined OneDigital 9 years ago as a Senior Benefits Consultant.

In his current role, Patrick oversees the OneDigital Georgia large group segment, leading a client services team of 12. His extensive experience encompasses a wide range of areas, including Self-Funding/Partially Self-Funding, Reinsurance Contracts, Pharmacy Benefits Management, Provider Network Evaluation, Direct Contracting, Plan Design Development, Underwriting, Actuarial Analysis, Third Party Administrators, Enrollment Strategies, and comprehensive Benefit Plan Compliance (ACA, HIPAA, COBRA, FMLA, etc.).

Patrick's commitment to excellence and in-depth knowledge makes him an invaluable asset to both his team and the clients he serves. Patrick holds a Bachelor of Business Administration degree from Kennesaw State University – Michael J Coles College of Business.

Blake Wilkey, Principal – Senior Client Executive
As a Principal, Blake's role is to provide short and long-term strategic planning, including comprehensive plan analysis and program design consulting. He coordinates team resources to meet the goals and objectives of the client. Blake is also responsible for tracking and monitoring program performance and advising his clients monthly during regular client meetings.

Blake joined OneDigital 9 years ago and has over 26 years of experience in the insurance industry consulting on large group health plans. Blake received a bachelor's degree in business administration, from Presbyterian College and serves on the board of McWhorter Capital Partners.

Indra Landrum, Account Executive
Indra, an Account Executive at OneDigital, boasts over 14 years of experience in employee benefits. She joined OneDigital in 2007 as a receptionist and quickly advanced through various roles, showcasing her versatility and dedication. Indra's career trajectory highlights her unwavering commitment to excellence and her ability to thrive in challenging environments, driving success for both her team and clients. Recognized for her exceptional skills, Indra was promoted to Account Manager in 2016. In this role, she supported a Lead Benefit Consultant, managed a team, handled client projects, and ensured effective communication.

Indra was later promoted to Account Executive. Indra holds an associate's degree in business administration from Georgia Perimeter College, emphasizing her dedication to learning and professional growth.

Lorette Vivar, Client Advocate II
Lorette is a bi-lingual Client Advocate at OneDigital and has over 3 years of experience in client relations. She thrives on building meaningful relationships and helping people while ensuring the highest quality customer service. As a client advocate, Lorette plays a crucial role in ensuring that clients receive the support, resources, and assistance they need to overcome challenges, access services, and achieve their goals. Before moving into this role, Lorette served as the Academic Program Coordinator II at Georgia Institute of Technology in the School of Interactive Computing. She worked with master's and Ph.D. students and internal and external partners.

Crystal Colon, Client Advocate
As a Bi-lingual Client Advocate at OneDigital, Crystal is responsible for assisting individuals with ensuring they receive the most out of their insurance benefits. She provides personal service and advocates on behalf of individuals, by helping to resolve issues with insurance companies, assisting with researching a claim question and so much more. Crystal is an invaluable resource for all benefit needs, empathizes with each individual, and strives to be a 10 in providing an excellent experience. Before joining OneDigital, Crystal was a lead clinician working with various individuals to provide and enhance mental health services. Crystal holds a Master's (LMSW) in social work from Hunter College in New York City.

Nathan Pierce, Director of Analytics
Nathan Pierce is the Director of Analytics for the OneDigital Georgia team. Before joining OneDigital in 2014, he was a health underwriter at a large insurance carrier. Nathan enjoys using data to help clients shape long-term strategies and is committed to improving employer-based healthcare and ultimately the healthcare delivery/ financing system at large.

He earned his Bachelor of Science degree in Business Administration from Bob Jones University in Greenville, SC and is licensed to sell life, health, and disability insurance in Georgia.

Richard Lo, PharmD, MBA, CSP, Vice President of Clinical Services
Richard Lo, PharmD, MBA, CSP is Vice President of Clinical Services with OneDigital Pharmacy Consulting | RxConnection. Richard serves as the clinical resource for client decision support whose role includes clinical analytics oversight, formulary and clinical rules review, and delivery of integrated solutions to drive plan performance.

Joining OneDigital in 2019, RxConnection continues to leverage a strong proactive approach to prescription benefits analysis through optimal PBM partnerships and the clinical and actuarial experience that has helped countless customers across the country manage their prescription costs and make informed choices. Richard brings over 15 years of experience as a pharmacist in the retail industry, having worked as the pharmacy manager for various pharmacies in the mass-merchandising, grocery, and drug-store sectors where he led organizational initiatives, provided optimal health outcomes to patients, and developed future pharmacists through partnerships with various universities.

Richard graduated with his professional doctorate degree of pharmacy (PharmD) from the University of Georgia with a minor in Spanish. He also holds a Master of Business Administration from Kennesaw State University and is a certified specialty pharmacist through the Specialty Pharmacy Certification Board.

Katie Williamson, Client Executive, Self-Funded Solutions
Katie Williamson is a Client Executive who helps organizations develop innovative healthcare and benefits strategies that balance cost management, employee satisfaction, and long-term business objectives. With experience serving large and complex employers, she specializes in supporting multi-site organizations, private equity-owned companies, businesses navigating mergers and acquisitions, and organizations with international benefits needs.

Recognizing that employee benefits represent one of an organization's most significant investments, Katie partners with clients to optimize plan performance, manage risk, and enhance overall workforce value. Areas of expertise include strategic benefits consulting, captive health insurance solutions, global benefits programs, and long-term benefits planning designed to align with organizational goals and support sustainable growth.

Jessica Hajjar, Senior Employee Benefits Attorney, Compliance Services
Jessica is a Senior Employee Benefits Attorney with the Compliance Consulting Team at OneDigital. She specializes in providing comprehensive legal guidance and support to employers navigating the complex landscape of employee benefits and ERISA compliance. Before joining OneDigital, Jessica worked in private practice focusing on health and welfare, retirement, and executive compensation. Her extensive experience encompasses resolving complex compliance issues under ERISA, the Code, ACA, COBRA, HIPAA, and FMLA. She is well versed in designing and implementing benefit plans tailored to the specific needs of employers of all sizes. Jessica also is experienced in rectifying operational errors under both the IRS and DOL resolution systems. Jessica's educational background includes a Juris Doctor from Wake Forest University School of Law and a Dual bachelor's degree in public relations and Anthropology from Syracuse University.

Natalie Buice, CWWPC, Senior Director of Client Operations & Enablement
Natalie is the Senior Director of Client Operations & Enablement at OneDigital and has over 9 years of experience in the wellness industry. Natalie's role spans over both communications and wellbeing to support the alignment across these teams as we work to provide our customers with holistic engagement solutions.

Natalie joined the OneDigital team in January 2016 as a Wellness Coordinator and was promoted. She has worked with various OneDigital clients by coordinating health fairs, screenings, flu shots, and other various wellness initiatives.

She also helped develop monthly wellness newsletters and communication campaigns internally and externally.

Prior to her role at OneDigital, Natalie was employed at an insurance broker in Marietta, Georgia as a Wellness Development Manager. In this role, she developed and implemented comprehensive employee wellness programs externally and piloted the program internally. Natalie earned her bachelor's degree in public health management from the University of Georgia.

F. TECHNICAL APPROACH AND SCOPE OF WORK RESPONSE

OneDigital confirms our full agreement with the Scope of Work as stated in RFP 26-RFP-126 and our commitment to deliver each of the following service categories as described.

1. **Strategic Benefits Planning** We will develop and maintain a multi-year strategic benefits plan aligned with the County's workforce goals, budget, and recruitment and retention priorities. Our approach includes annual plan design recommendations, contribution modeling, cost-sharing analysis, public-sector benchmarking, and proactive identification of cost-containment opportunities without degrading employee value.

2. **Annual Renewal, Marketing, and Negotiation** We lead renewal strategy across all applicable benefits lines: medical, dental, vision, life, disability, stop-loss, and voluntary. We prepare market specifications and bid packages, analyze all proposals received, provide written recommendations, assist in negotiating rates and contract terms, and audit all resulting contracts and agreements for accuracy of coverage, terms, and negotiated provisions.

3. **Self-Funded Plan Analytics and Risk Management** Given the County's approximately 555 full-time employees spread across departments including EMS, Sheriff's Office, Fire, and Public Works, we will segment claims analysis by department to identify workforce-specific cost drivers. We provide monthly claims analysis covering utilization, high-cost conditions, pharmacy trends, stop-loss exposure, and network performance along with renewal projections and budget scenarios for HR and Finance leadership. We competitively market stop-loss coverage and monitor TPA, PBM, and vendor performance against contract obligations throughout the year. We support plan audits, eligibility reviews, and corrective action planning as requested.

4. **Compliance and Document Support** We provide timely guidance on ACA, HIPAA, COBRA, cafeteria plans, FSAs, wellness program rules, and other applicable requirements. We assist with plan documents, SPDs, SBCs, employee notices, and a benefits compliance calendar identifying deadlines and responsible parties. We acknowledge that legal advice is the responsibility of the County's legal counsel; our support is informational and advisory in nature.

5. **Employee Communication, Enrollment, and Education** We develop County-specific open enrollment materials, new hire communications, and benefit change notices in plain language not generic carrier templates. We facilitate in-person and virtual enrollment meetings, benefits fairs, and webinars. We provide access to enrollment technology through Employee Navigator or employees can self-serve in your Paycor portal. We also can provide decision-support tools, and call center support.

6. **Ongoing Account Service and Administration Support** Every account receives a dedicated primary consultant and a named backup contact with direct access not a call center. We provide regular status meetings, open item logs, renewal calendars, and action plans. We assist with vendor issue resolution, bill audit, employee escalations, COBRA administration, FSA coordination, and voluntary benefits administration throughout the year.

7. **Transition and Implementation Support** We will deliver a written transition plan at engagement start identifying data needs, vendor contacts, a milestone timeline, defined responsibilities for both the County and OneDigital, and immediate service priorities. We coordinate with outgoing consultants and all current vendors to prevent service disruption. No carrier or market contact will occur without prior written County authorization.

8. **Confidentiality, Data Security, and HIPAA Compliance** OneDigital maintains administrative, technical, and physical safeguards to protect all County, employee, and dependent data. We comply with HIPAA and all applicable federal and state privacy requirements. We will execute required Business Associate Agreements and data-use agreements upon contract execution and will promptly notify the County of any actual or suspected data breach.

G. CLAIMS ANALYTICS AND REPORTING CAPABILITIES

OneDigital provides a monthly reporting package that synthesizes carrier reports, highlighting essential information and risks. Our in-house actuaries, underwriters, and data analysts perform detailed claims analysis, stop-loss risk analysis, demographic risk analysis, funding appropriateness studies, trend studies (including credibility studies), IBNR (Incurred but not Reported) analysis, and reserve reporting. These insights help clients make informed decisions about their healthcare plans.

KEY TOOLS AND RESOURCES

- **OneDigital Analytics, Powered by Springbuk**
  - **Utilization:** Springbuk is a health intelligence platform that we use for predictive analytics. It provides detailed insights into medical and prescription drug claim utilization, health and wellbeing utilization, plan modeling, benchmarking, gaps in care, predictive modeling, and recurring high-cost claimant dashboards.
  - **Benefits:** This tool is critical for multi-year strategic planning and helps in identifying healthcare trends, gaps in care, and deviations from normative cost and utilization.

- **OneDigital Reporting Tool and Insights Platform**
  - **Utilization:** This proprietary tool unifies, measures, and transforms benefits data into actionable insights, enabling proactive cost containment measures and targeted interventions.
  - **Benefits:** It helps in optimizing preventive healthcare utilization, diverting non-emergent ER care, and driving informed healthcare consumerism.

- **HealthCost Navigator**
  - **Utilization:** HCN creates executive dashboards from insurance carriers and TPA data to track trends and emerging risks.
  - **Benefits:** It allows for a clear and concise presentation of data, helping clients to understand immediate savings opportunities and devise tailored strategies.

- **Actuarial Models**
  - **Utilization:** Our actuarial tools and templates are used to conduct trend studies, utilization studies, cost of care studies, and other analytics. These models help in setting budget cost projections and premium equivalent rates.
  - **Benefits:** These tools ensure compliance with Actuarial Standards of Practice and provide a thorough examination of historical claims experience to forecast emerging risks.

EXAMPLES OF FINANCIAL AND UTILIZATION REPORTING

- **Monthly Claims Reports**
  - **Content:** Track monthly and year-to-date claims experience against expected claims and maximum claims liability for the plan year.
  - **Frequency:** Provided monthly to ensure ongoing monitoring and timely adjustments

- **Claims Utilization Reports**
  - **Content:** These reports delve into the intricacies of claim costs and utilization, examining cost drivers, trends, and areas of focus.
  - **Frequency:** Typically provided quarterly to support strategic planning processes.

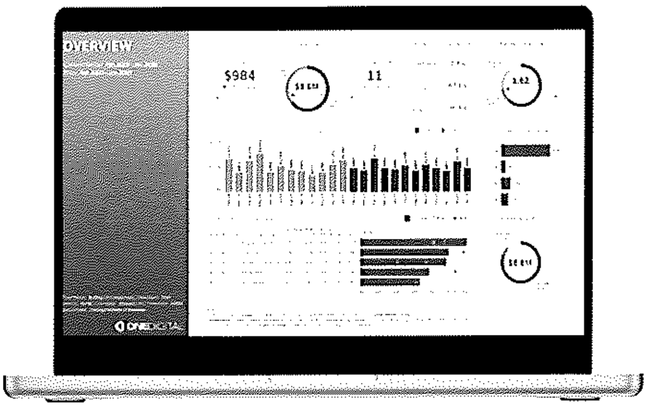
- **Pharmacy Savings Analysis**
  - **Content:** Evaluates current pharmacy programs, including spend, clinical waste, and contract terms. Provides actionable recommendations to lower costs and eliminate clinical waste.
  - **Frequency:** Conducted annually with ongoing monitoring and updates as needed.

- **Benchmarking Reports**
  - **Content:** Compare medical plan designs, overall plan costs, and premium cost-sharing against industry, regional, and size-specific survey data.
  - **Frequency:** Provided annually with additional reports throughout the year as necessary.

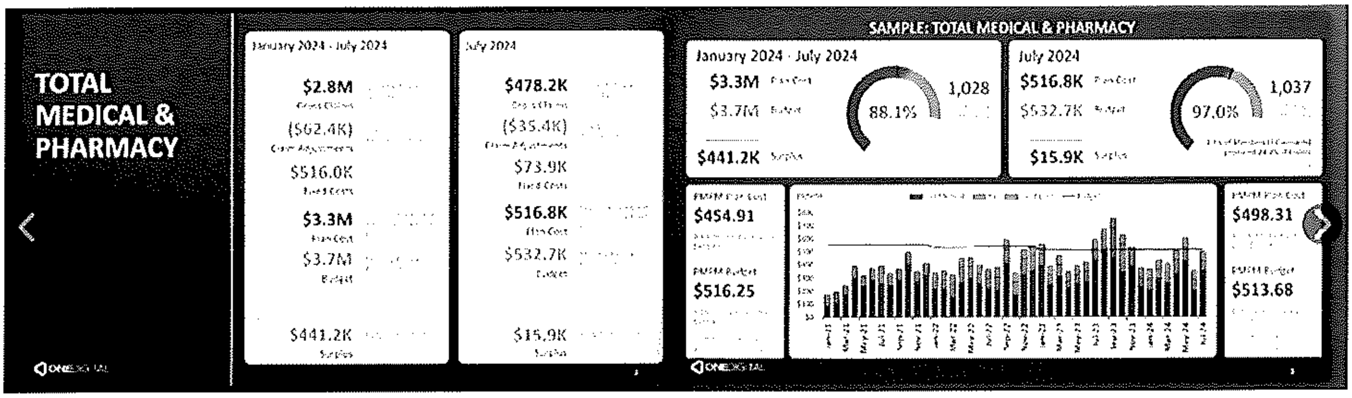
- **Post Renewal Reports**
  - **Content:** A retrospective look at the most recent renewal, showing initial and final renewal costs and projecting plan costs based on changes in enrollment.
  - **Frequency:** Provided annually after the renewal process.

By leveraging these tools and reports, OneDigital ensures that our clients are equipped with the necessary data to make informed, strategic decisions about their healthcare plans, ultimately leading to optimized costs and enhanced employee wellbeing.

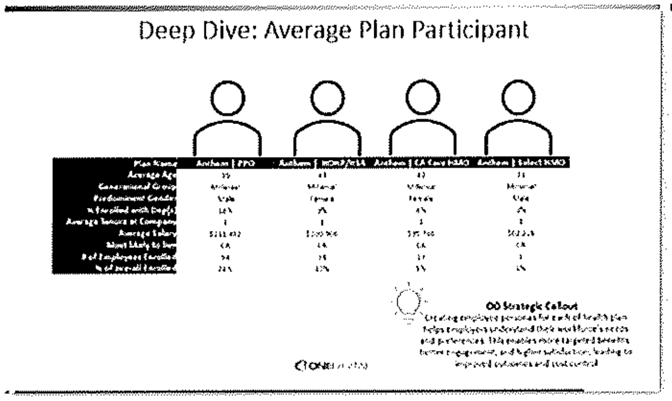
CLINICAL INSIGHTS

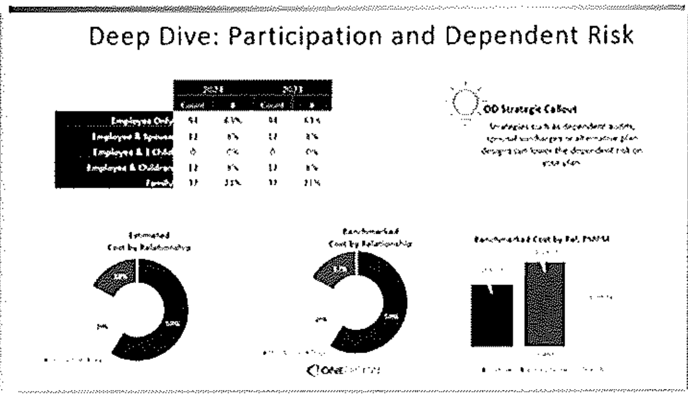


MONTHLY CLAIMS

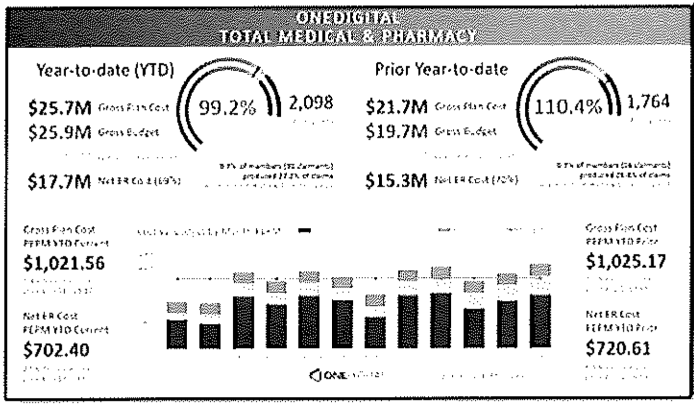


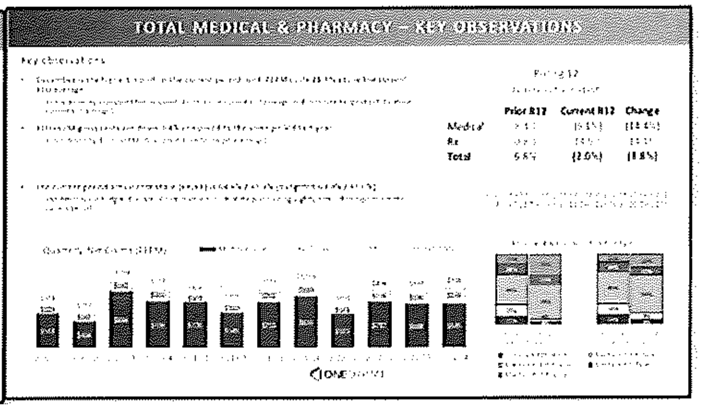
DEMOGRAPHIC ANALYSIS





CLAIMS UTILIZATION





Sample reporting available upon request.

H. RENEWAL, MARKETING, AND STOP-LOSS STRATEGY

1. **Development of Marketing Specifications**
   - **Client-Specific Proposal Specification Letter:** OneDigital creates a client-specific proposal detailing desired plan coverage, benefits, and administrative organization, sent to appropriate insurance companies.
   - **Plan Details:** Specifications include network repricing, disruption, accessibility, implementation guarantees, account management, claims, and financial reporting.
   - **Assessment of Market Conditions Pre-Renewal Planning:** An initial renewal estimate helps with proactive budgeting.
   - **Market Assessment:** The team reviews claims experience with underwriting before sending out the RFP, addressing concerns and securing a favorable renewal position.

2. **Evaluation of Proposals**
   - **Request for Proposal (RFP):** OneDigital creates an RFP for medical and ancillary coverage, including network analysis, geo-access, and disruption reporting.
   - **Analysis and Scoring:** Proposals are reviewed, analyzed, and scored. OneDigital negotiates with providers and selects finalists based on their ability to meet requirements.
   - **Detailed Network Analysis:** Finalist recommendations include full CPT code re-pricing and provider disruption reports.

3. **Negotiations and Placement of Insurance Contracts**
   - **Vigorous Negotiation:** OneDigital negotiates with all bidding carriers to maximize leverage and secure the best renewal position.
   - **Final Negotiation and Selection:** Final terms are negotiated with selected carriers to ensure favorable conditions for the client.
   - **Implementation and Employee Education:** OneDigital notifies vendors, finalizes paperwork, and leads employee educational meetings with custom communication materials.
   - Ongoing Support and Review

4. **Regular Updates and Reporting**
   - OneDigital provides updates on market conditions, trends, and regulations, with monthly and quarterly client meetings.

5. **Annual Reviews and Adjustments**
   - Annual renewals and market checks ensure optimal partner selection, including financial and AM Best ratings evaluation.
   - This structured process ensures clients receive competitive and comprehensive coverage aligned with their strategic goals for maximum value.

OneDigital's Stop Loss Center of Excellence provides our consulting teams and clients with a team of experts to manage their stop-loss policies. This experienced team's support includes policy design, running market RFPs, implementation, and ongoing management. This ongoing support includes managing stop-loss claims to expedite reimbursements and conducting plan audits to ensure reimbursement accuracy on all eligible claims.

Additionally, our Stop Loss Center of Excellence features a dedicated clinical team of former nurses, specializing in claims analysis. This team enhances our stop-loss strategy by conducting detailed claims reviews, identifying cost-containment opportunities, and ensuring efficient reimbursement processing. Their expertise helps employers navigate the complexities of high-cost claims, risk mitigation, and stop-loss contract provisions, providing greater financial protection and stability. In addition, OneDigital has a proprietary model that allows us to create a manual claims rate for stop-loss coverage – using the demographics of the group and marrying in the actual claims experience – allows us to underwrite the stop-loss risk similarly to how the insurance company evaluates the risk.

This allows us to measure the anticipated change in claim liability for the plan versus the stop-loss carrier to determine where the risk lies, and how much margin they build into their rates, and ultimately direct and suggest different stop-loss coverage levels and carriers.

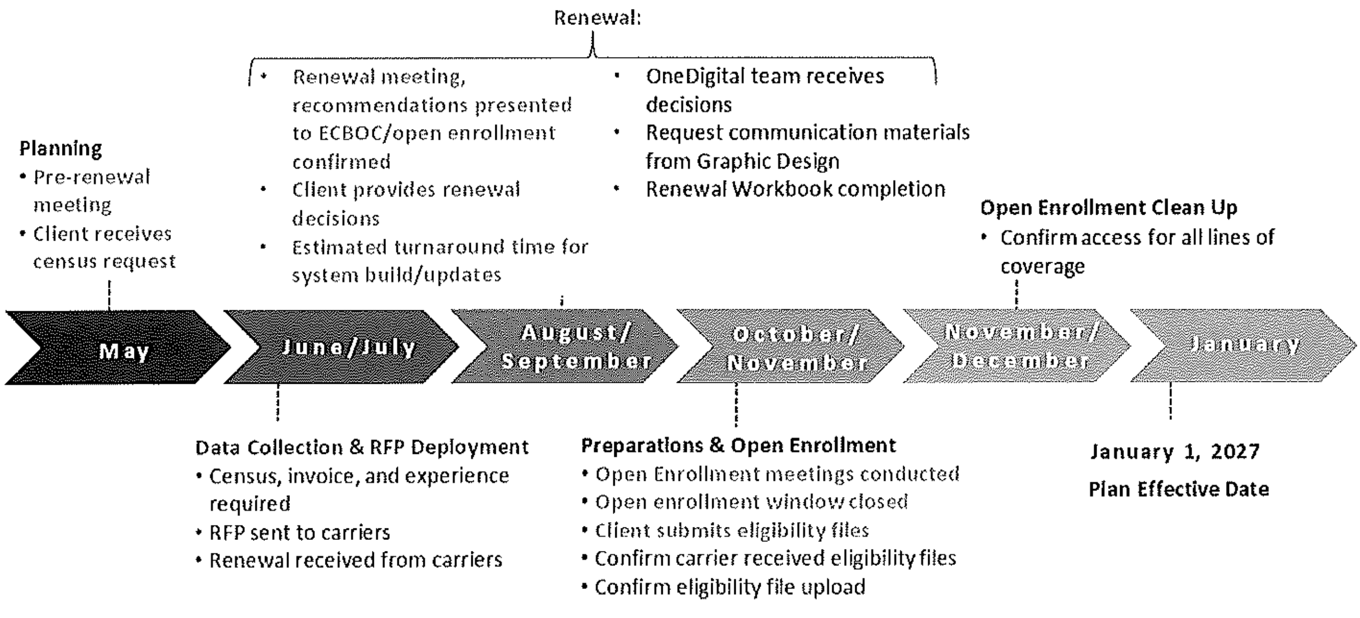
This creates a higher level of transparency within their pricing model and allows the health plan to know if they are getting a "deal" or an arbitrage opportunity compared to the risk, which also can lead to future rate increases.

OneDigital will conduct a market review of the stop-loss policy on an annual basis. Our strategy is to continue to explore market options to provide our clients with the most competitive rates while weighing the carrier's unique business strategies to support the ease and timeliness of claim reimbursements.

- **Actuarial & Underwriting Control:** Whether using traditional stop-loss or captive stop-loss, OneDigital helps clients strategically reduce premiums by applying rigorous actuarial analysis and underwriting oversight. This ensures budgets remain predictable and aligned with long-term goals.

OneDigital manages the renewal process on a proactive, calendar-driven schedule. The timeline below reflects our standard approach for a January 1 plan year-end, consistent with ECBOC's current plan calendar. We can work within any timeline required by ECBOC.

Strategic Renewal and Implementation Timeline



If there are file feeds eligibility files do not apply

***Client activities in** *orange*

ONEDIGITAL

1

I. EMPLOYEE COMMUNICATION AND OPEN ENROLLMENT SUPPORT

Our comprehensive design suites consist of benefits guides, flyers, posters, postcards, copy and paste email templates, recruiting information, and more – all built to connect with and educate your employees and their families. The benefits guides provide detailed summaries of all benefits available to employees in professional booklet form as well as digital interactive guides.

OneDigital tailors all benefits communications at open enrollment and throughout the year to meet employees where they are using plain language, visual aids, and multilingual support as needed ensuring every member of your workforce can confidently understand and engage with their benefits. We can also implement one-on-one employee sessions with counselors in person and via call-center when appropriate.

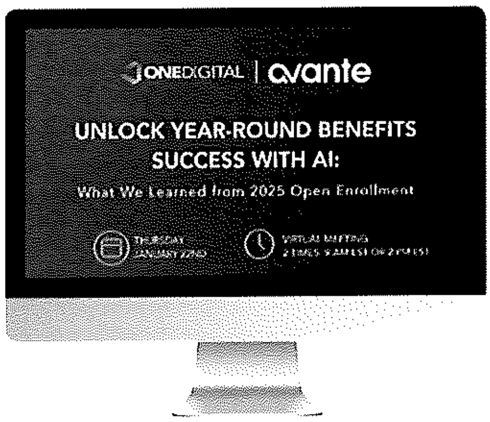
These resources below are samples and will be customized with your logo, brand colors, and representative photos. We can also work with multiple vendors to enhance communication beyond our internal resources.

Whether you print or deliver your materials electronically, our design suites and open enrollment resources include:

- Interactive & Customized Employee Benefits Guide
- Benefits landing pages
- Mental Health Hub
- The Breakroom
- Financial Academy

AI-Powered Enrollment & Communication Support
To further enhance the employee experience, we offer AI-enabled solutions that provide personalized, 24/7 support during open enrollment.

OneDigital partnered with Avante AI as part of our broader focus on leveraging artificial intelligence to transform the employee benefits experience. Avante uses the power of large language models (LLMs) to act as a 24/7 concierge service, **giving employees immediate, personalized support across every aspect of their benefits**—from plan decisions and formulary questions to claim issues, point solution navigation, and general benefits education. This always-on support increases engagement, improves benefits understanding, and reduces administrative burden for HR teams.



Introducing Carly — The Always-On Benefits Expert
Avante brings a fundamentally different employee experience to open enrollment and year-round benefits support.

Through this partnership, ECBOC employees will have access to **Carly,** an AI benefits agent that knows your benefits program in full and can answer any question, at any time, in plain language.

This is not a generic chatbot. Carly is trained directly on your specific plan documents, SPDs, carrier policies, FSA/HSA rules, PFML provisions, and enrollment materials. When an employee asks Carly a question, they get an answer grounded in your actual benefits.

What Carly Does for Your Employees
Real-time, personalized answers — 24/7. Employees can ask Carly anything: "Which medical plan makes sense for my family?" "What's my out-of-pocket max on the HDHP?" "Does ECBOC's dental plan cover orthodontia for my teenager?" "How do I use my FSA for my spouse's prescription?" Carly answers instantly, in plain language, at any hour, including evenings and weekends when HR isn't available.

Scenario modeling for smarter elections. Employees don't just get answers they get guidance. Carly helps employees model real-life scenarios based on their own health situation, family status, and financial priorities, so they can compare plans with confidence rather than guessing.

Accessible where employees already work. Carly lives where employees already spend their time via web app, Microsoft Teams, Slack, or email. No new logins to remember. No separate portal to navigate. Benefits help is embedded directly into daily workflows.

Smart escalation to a human when it matters. For situations that require extra care i.e. a complex claim dispute, a sensitive family situation, or a compliance question, Carly recognizes the limits of self-service and routes the employee directly to a OneDigital or HR specialist. High tech and high touch, working together.

J. COMPLIANCE SUPPORT APPROACH

Our legal and compliance team is composed of attorneys, paralegals, in-house ERISA and Labor attorneys, and dedicated compliance consultants. We have six in-house attorneys based in our corporate office who are available to answer questions or join client calls for benefits compliance at no extra cost. Jessica Hajjar, Senior Employee Benefits Attorney, supports our clients along with a team of experts. Our compliance team actively takes part in benefits organizations addressing federal and state developments and works collaboratively across the country to meet market needs and compliance requirements.

Compliance is essential in our consulting advice, integrated into our financial, administrative, and vendor management functions. We ensure your plan meets federal and state laws, with consultants regularly checking benefit plans for compliance and informing you of any legal changes.

Compliance Audit
- We conduct an initial compliance audit for new clients, covering:
- Employee Retirement Income Security Act (ERISA)
- Consolidated Omnibus Budget Reconciliation Act (COBRA)
- Nondiscrimination Rules
- Affordable Care Act (ACA)
- Tax-Advantaged Plans
- Documentation and Reporting Requirements

- Family Medical Leave Act (FMLA)

Responses receive scores highlighting attention areas, with best practice recommendations and policy updates.

We review data for reporting requirements like 1094/1095 and cafeteria plan nondiscrimination testing.

Our compliance services include:

- Procedures for ACA compliance (Form 1095 reporting, PCORI fees)
- Procedures for benefit legislation (cafeteria plans, COBRA, HIPAA, ERISA, CHIP, Medicare, FMLA, CAA, nondiscrimination)
- Preparing Form 5500s for electronic filing and Summary Annual Reports
- Reviewing plan documents and Summary Plan Descriptions
- Assisting with tax codes (cafeteria plans, domestic partner imputed income, disability premium taxation)
- Providing employee and retiree Medicare education
- Researching special issues not covered in this proposal

We also conduct Medicare seminars for employees and spouses approaching eligibility, covering Medicare components, enrollment, and supplemental coverage.

K. DATA SECURITY, CONFIDENTIALITY, AND HIPAA COMPLIANCE APPROACH

OneDigital HIPAA Compliance

All OneDigital employees are certified under COBRA and HIPAA and receive training annually. Our information technologies department follows all necessary state and federal guidelines to maintain HIPAA compliance. They communicate directly to our entire staff on specifically how we are to interact and share data outside of our organization. We also hold regular training courses to ensure all staff members are aware of how to properly store and share private health information.

Our firm uses only the most secure, industry-recommended cloud-based systems to store and maintain client information and records. We have recently moved towards a completely paperless process, which has further increased the level of security of our client's data. All office computers and phones are password protected, require two-factor authorization, and the passwords are regularly changed.

Our computer systems are backed up daily, and computer maintenance is done by an external independent IT services company. Critical systems are backed up on a 15-minute interval to onsite network attached storage, and each evening, the backup data is changed and sent to an offsite location. Data encryption is used on data in motion. The firm maintains a procedures manual, which is updated consistently to maintain processes and procedures in the event of employee turnover. The firm maintains a Business Continuity Plan detailing steps to launch a timely recovery in the event of a natural disaster or other major business interruption. This information and procedures are in a document which has been distributed to necessary employees and is maintained offsite. The plan is updated and reviewed annually.

To protect employee information and data, our IT team has numerous security applications in place including:

- **Encrypted Devices**—Each laptop has a BitLocker encryption code which acts as a two-factor authentication for access to our OneDigital devices.
- **Two-Factor Authentication**—In order to access secure data, OneDigital's IT department has implemented two-factor authentication which requires a password + a unique code that expires shortly after being sent to gain access.
- **Change of Password**—Our devices require password reset multiple times throughout the year to keep our data secure.
- **Permanent Removal of Data**—if a device is stolen, we can permanently remove all data when an online connection is established.

Data protection is a key priority for OneDigital. Upon reasonable notice and execution of a non-disclosure agreement, OneDigital will allow for and reasonably contribute to due diligence inquiries and make available information necessary, including applicable policies and procedures or internal and external audit reports for demonstrating compliance with applicable data protection requirements.

OneDigital maintains a Data Privacy and Security Program Overview that sets forth the overarching framework for the Written Information Security Program which supports OneDigital's implementation of administrative, technical, and physical safeguards designed to maintain the confidentiality, integrity, and accessibility of OneDigital's information assets and governs how OneDigital addresses cybersecurity risks associated with collecting, creating, storing, using, disclosing, and disposing of information. OneDigital also maintains a Notice of Privacy Practices that outlines OneDigital's practices, policies, and legal duties to maintain and protect against prohibited disclosure of personally identifiable information. The Notice of Privacy Practices is available upon request.

OneDigital has achieved SOC 2 Type 1 compliance. This certification confirms that our platform meets rigorous criteria for safeguarding sensitive information and ensuring compliance with industry best practices. We are attaining SOC 2 Type 2 status shortly. Our efforts show OneDigital's commitment to delivering high standards of security and data protection for our clients and partners.

L. TRANSITION AND IMPLEMENTATION PLAN

OneDigital confirms our full agreement to provide a complete transition and implementation plan as described in the RFP. We understand that a poorly managed transition creates unnecessary risk for the County, its employees, and its vendors and we treat this phase as a critical deliverable, not an afterthought.

Phase 1 — Kickoff and Discovery (Days 1-14) We will schedule a kickoff meeting with County HR and Finance leadership within the first week of contract execution. During this phase we will:

- Collect all current plan documents, SPDs, SBCs, carrier and vendor contracts, and stop-loss policies
- Obtain TPA, PBM, carrier, and vendor contact information
- Request historical claims data, census data, enrollment files, and contribution schedules
- Review the current benefits compliance calendar and identify any immediate deadlines or pending items requiring action
- Confirm required authorizations, including broker of record letters, business associate agreements, and data access agreements

Phase 2 — Vendor and Carrier Introductions (Days 14-30) Once authorizations are in place, we will:

- Formally reach out to all current carriers, vendors, the TPA, and the PBM on the County's behalf
- Confirm reporting access, data feeds, and system credentials with each vendor
- Execute all required BAAs, data-use agreements, and confidentiality agreements
- Coordinate directly with the outgoing consultant to obtain any outstanding account files, open items, or pending service issues requiring follow-through
- Identify any contracts approaching renewal, open compliance deadlines, or unresolved vendor issues requiring immediate attention

Phase 3 — Account Foundation (Days 30-60) During this phase we will:

- Complete an initial claims review once data access is confirmed, and deliver a written summary of findings to HR and Finance leadership
- Build a County-specific benefits compliance calendar for the current plan year, identifying all required notices, filings, and deadlines with responsible parties
- Develop or update the County's renewal timeline and set a recurring meeting cadence with HR
- Review all existing vendor contracts and agreements for accuracy, expiration dates, and performance obligations
- Identify any gaps, risks, or immediate opportunities and present findings to County leadership

Phase 4 — Steady State and First Renewal Cycle (Day 60 Forward) By day 60 our team will be fully operational on the account with:

- All vendor and carrier relationships established and authorized
- Claims data access confirmed and first quarterly report delivered or in progress
- Compliance calendar active and distributed to HR
- Renewal planning initiated per the County's plan year timeline
- Regular status meeting cadence established with agreed-upon agenda format and open item tracking

Transition Commitments

- No carrier, market, vendor, underwriter, or administrator will be contacted on the County's behalf before receipt of written authorization
- The County will not experience a gap in coverage monitoring, reporting, or vendor management at any point during transition
- All outgoing consultant coordination will be handled professionally and with the County's continuity of service as the sole priority
- Our team will escalate any urgent issues discovered during transition immediately we will not delay surfacing problems while we are still getting oriented on account

M. REFERENCES

1. **BARTOW COUNTY (Self-funded)**
   - **Peter Olson,** Bartow County Administrator
   - 770-387-5030
   - olsonp@bartowcountyga.gov
   - Client since **February 1, 2017**
   - **838** employees
2. **GILMER COUNTY (Fully Insured)**
   - **Patrick Ho**, Chief Human Resources Officer
   - 706-635-4361
   - patrick.ho@gilmercounty-ga.gov
   - Client since **October 1, 2022**
   - **315** employees
3. **MURRAY COUNTY (Self-funded)**
   - **Tommy Parker**, County Manager/Financial Officer
   - 706-517-1400
   - tparker@murraycountyga.gov
   - Client since **May 1, 2013**
   - **250** employees
4. **MORGAN COUNTY (Self-funded)**
   - **Lori Sayer**, Finance Director
   - 706-342-0725
   - lsayer@morgancountyga.gov
   - Client since **May 1, 2013**
   - **202** employees
5. **TERMINAL INVESTMENT CORP (TICO) (Self-funded)**
   - **Mary Bostek**, Human Resources Director
   - 843-536-8148
   - Mbostek@ticotractors.com
   - Client since **June 1, 2019**
   - **488** employees
6. **MOBIS North America Electrified Powertrain (MNAE)**
   - **Christy Maxwell, SHRM-CP**, Senior Manager, Human Resources/Team Relations
   - 706-585-2610
   - christy.maxwell@mobis.com
   - Client since **2/1/2017**
   - **973** employees

N. EXCEPTIONS, ASSUMPTIONS, OR REQUESTED CONTRACT CHANGES

There are no exceptions, assumptions or requested contract changes. OneDigital acknowledges receipt of Addendum #1/ECBOC Benefits Information Guide. A separate fee proposal will be submitted.

Principal Agency - Resident

Qualification Effective Dates

Prn Agy - Accident&Sickness	05/15/2003	Prn Agy - Casualty	05/15/2003
Prn Agy - Life	05/15/2003	Prn Agy - Property	05/15/2003
Prn Agy - Var Products	05/15/2003		

DIGITAL INSURANCE LLC

NPN: 3698440

200 GALLERIA PKWY SE STE 1950

ATLANTA, GA 30339-3182

is authorized to transact business as described above

License No: 100931 Issue Date: 09/06/2002 Expiration Date: 12/31/2026

Generated by Sircon 332402394

Georgia Department of Insurance

THIS IS TO CERTIFY THAT

DIGITAL INSURANCE LLC

200 GALLERIA PKWY SE STE 1950

ATLANTA, GA 30339-3182

LICENSE NUMBER: 100931 NPN: 3698440

IS HEREBY AUTHORIZED TO TRANSACT BUSINESS IN ACCORDANCE TO THE LICENSE DESCRIPTION SHOWN BELOW:

Principal Agency - Resident

Prn Agy - Accident&Sickness, Prn Agy - Casualty, Prn Agy - Life, Prn Agy - Property, Prn Agy - Var Products

Issue Date: 09/06/2002 Expiration Date: 12/31/2026

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Exhibit B

OneDigital - Fee Proposal

FEE PROPOSAL

RFP 26-RFP-126 — Benefits Brokerage & Consulting Services

Effingham County Board of Commissioners

Submitted by: OneDigital

This fee proposal outlines OneDigital's compensation structure for benefits brokerage and consulting services in connection with Effingham County RFP 26-RFP-126. The proposal is designed to provide full transparency, predictable budgeting, and alignment with the County's objectives for high-quality advisory support.

Proposal Highlights: Flat medical consulting fee, carrier-embedded commissions for non-medical lines, no pass-through expenses, and 90-day firm pricing.

SECTION 1: COMPENSATION STRUCTURE OVERVIEW

OneDigital proposes a blended compensation model for Effingham County consisting of:

- A flat monthly consulting fee for medical plan advisory services
- Carrier-embedded commissions on non-medical benefit lines (dental, vision, life, disability, and voluntary/ancillary benefits)

No fees, costs, or expenses will be passed through to the County. All services described in the Scope of Work (RFP Section 8.1) are included within the compensation structure described below unless expressly identified as optional services in Section 5 of this Fee Proposal.

SECTION 2: BASE CONSULTING FEE — MEDICAL

OneDigital proposes a flat monthly consulting fee for medical plan advisory and brokerage services, including all services related to strategic benefits planning, self-funded plan analytics, claims analysis, renewal strategy, stop-loss marketing, TPA and PBM vendor management, compliance support, open enrollment assistance, and ongoing account service as described in the Scope of Work.

Contract Period	Monthly Fee	Annual Fee
Base Term (Year 1)	$5,000.00	$60,000.00
Option Year 2	$5,000.00	$60,000.00
Option Year 3	$5,000.00	$60,000.00
Option Year 4	$5,150.00	$61,800.00
Option Year 5	$5,304.50	$63,654.00
Option Year 6	$5,463.44	$65,561.28

Fees are flat for the first three contract years. Beginning in Option Year 4, fees increase by 3% annually. Fees are firm for 90 days from the date of proposal submission as required by the RFP.

Invoicing: OneDigital will invoice the County monthly. Payment terms are net 30.

SECTION 3: COMMISSION-BASED COMPENSATION — NON-MEDICAL LINES

For dental, vision, life, disability, and voluntary/ancillary benefit lines, OneDigital's compensation is embedded in the carrier premium as a standard brokerage commission. These commissions are paid directly by the carrier and do not represent an additional cost to the County above the carrier's quoted premium.

Benefit Line	Compensation Method	Rate
Dental	Carrier-embedded commission	5% of premium
Vision	Carrier-embedded commission	5% of premium
Group Life / AD&D	Carrier-embedded commission	10% of premium
Short-Term Disability	Carrier-embedded commission	10% of premium
Long-Term Disability	Carrier-embedded commission	10% of premium
Voluntary Life	Carrier-embedded commission	10% of premium

SECTION 4: STOP-LOSS AND PHARMACY COMPENSATION

Stop-Loss: OneDigital does not receive any commission, fee, override, bonus, or other compensation in connection with the placement or marketing of stop-loss coverage on behalf of Effingham County. Stop-loss marketing and recommendation services are included within the flat consulting fee described in Section 2.

Pharmacy Consulting (RxConnection): OneDigital's pharmacy consulting team (RxConnection) does not receive any compensation connected to Effingham County's pharmacy benefit program. Pharmacy consulting support is provided as part of OneDigital's integrated service model at no additional cost to the County.

SECTION 5: OPTIONAL AND ADD-ON SERVICES

All services described in RFP Section 8.1 are included in the compensation structure above. The following services fall outside the base scope and would be quoted separately based on the scope of the specific project:

Service	Pricing Basis
HR consulting projects (policy development, job descriptions, handbook review, compensation studies, etc.)	Project-based; quoted in advance by scope
Dependent eligibility audit (if requested)	Project-based; quoted in advance by scope

No optional service will be performed without prior written authorization from the County. The County is under no obligation to purchase any optional service.

SECTION 6: THIRD-PARTY AND PASS-THROUGH COSTS

OneDigital will not pass through any third-party costs, vendor fees, data fees, technology fees, printing costs, postage, or other expenses to the County. All costs associated with delivering the services described in the Scope of Work are absorbed within OneDigital's compensation structure.

SECTION 7: OVERRIDE, CONTINGENCY, AND BONUS DISCLOSURE

OneDigital participates in certain carrier-level override, contingency, and bonus programs offered by insurance carriers with whom we place business across our client portfolio. These arrangements are negotiated at the enterprise level and are not allocated, tracked, or breakable by individual client group. OneDigital does not receive any compensation from carriers placed on behalf of Effingham County that is attributable or traceable to the County's account specifically.

OneDigital is committed to acting in accordance with a fiduciary standard of care in its advisory relationship with Effingham County. This means our recommendations are made solely in the County's best interests, free from the influence of any carrier preference, compensation arrangement, or outside financial incentive. We will never place our financial interests above those of the County, and we will proactively disclose any material conflict of interest that arises during the term of our engagement.

Effingham County can be confident that every recommendation OneDigital makes — on plan design, carrier selection, stop-loss placement, vendor management, or cost-containment strategy — is driven entirely by what is best for the County, its employees, and its taxpayers. We welcome any questions regarding our compensation structure and will provide additional detail upon request.

SECTION 8: COMPENSATION SUMMARY

Compensation Element	Structure	Payable By
Medical consulting fee	$5,000/month flat (Years 1–3), 3% annual increase beginning Year 4	Effingham County
Dental	Carrier-embedded commission — 5% of premium	Carriers
Vision	Carrier-embedded commission — 5% of premium	Carriers
Group Life / AD&D	Carrier-embedded commission — 10% of premium	Carriers
Short-Term Disability	Carrier-embedded commission — 10% of premium	Carriers
Long-Term Disability	Carrier-embedded commission — 10% of premium	Carriers
Voluntary Life	Carrier-embedded commission — 10% of premium	Carriers
Stop-loss	None	N/A
Pharmacy (RxConnection)	None	N/A
Pass-through costs	None	N/A
Override / contingency	Enterprise-level; not client-specific	Carriers (enterprise)
Optional HR consulting	Project-based, quoted by scope	Effingham County

SECTION 9: CERTIFICATION

OneDigital certifies that this Fee Proposal is complete and accurate, that all compensation arrangements have been disclosed to the best of our knowledge, and that fees quoted are firm for 90 days from the date of submission. OneDigital confirms that no compensation arrangement described herein creates a conflict of interest with our obligations to Effingham County Board of Commissioners.

Submitted by:

Anne M. Smith
Senior Business Development Executive
anne.smith@onedigital.com (404) 218-0555

Grant Coleman
Business Development Executive
gcoleman@onedigital.com (404) 644-7433